

Our terms

Your attention is particularly drawn to clauses 11 (Our responsibility for loss or damage suffered by you) and 16 (Other important terms).

1 These terms

- 1.1 What these terms cover. These are the terms and conditions on which we supply you with:
 - 1.1.1 Consumables. The consumables and/or other goods which are listed on the Order Form.
 - 1.1.2 Washroom Services. The installation and servicing of the Washroom Equipment (defined below), as detailed in the Order Form and paragraph 5.
 - 1.1.3 Washroom Equipment. The equipment provided for your use as part of the Washroom Services, as detailed in the Order Form.
 - 1.1.4 Other Services. Any other services which we may agree to provide you from time to time, as more specifically defined in the Order Form and paragraph 7.
 - 1.1.5. In these terms, Services shall refer to both the Washroom Services and Other Services (as appropriate).
- 1.2 Why you should read these terms. Please read these terms carefully before you confirm your order with us. These terms tell you who we are, how we will provide Consumables and Services to you, how you and we may change or end the agreement, what to do if there is a problem and other important information.
- 1.3 Your Order Form also applies. The form which you and our hygiene consultant complete during the order process, which details the specifics of your purchase (Order Form), also forms part of your agreement with us and should be read in conjunction with these terms.
- 1.4 These terms and your Order Form are our entire agreement with you. These terms and your Order Form constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

2 Information about us and how to contact us

- 2.1 Who we are. We are Citron Hygiene UK Limited a company registered in England and Wales. Our company registration number is 02672361 and our registered office is at Ceva House, Excelsior Road, Ashby-De-La-Zouch, England, LE65 1NU. Our registered VAT number is 458679480.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 0800 066 5552 or by writing to us at c/o Customer Care Manager, Citron Hygiene UK Ltd, Ceva House, Excelsior Road, Ashby-De-La-Zouch, England, LE65 1NU or ukservice@citronhygiene.com.
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order Form.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

- 3.1. Once it has been completed, we will sign and email the Order Form to you. A contract will come into existence between us on these terms when you countersign the Order Form and return it to us.

4 Consumables

- 4.1 When this paragraph will apply. This paragraph 4 will apply if we have agreed to supply you with the Consumables listed in your Order Form.
- 4.2 When we will provide the Consumables. We will deliver the Consumables within a reasonable time following your return of a signed Order Form, to the location listed in the Order Form or as otherwise agreed between us (Delivery Location) and delivery shall be completed on the completion of unloading of the Consumables at the Delivery Location.
- 4.3 If we can't deliver or you can't collect. If you fail to take delivery (for example, because you are not present at the Delivery Location or you fail to collect the Consumables), then delivery shall be deemed to have occurred at 09:00 on the day of our attempted delivery, or the day you were due to collect (as applicable), and you shall be invoiced in accordance with clause 10.5.1.
- 4.4 Time is not of the essence. Any dates quoted for delivery of Consumables are approximate only, and the time of delivery is not of the essence.
- 4.5 Late delivery by us. If we fail to deliver the Consumables, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Consumables.
- 4.6 We may deliver in instalments. We may deliver the Consumables in instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 4.7 When you become responsible for the Consumables. A Consumable will be your responsibility from the time we deliver the Consumable to the Delivery Location or you collect it from us.
- 4.8 When you own Consumables. You own a Consumable once we have received payment in full for that particular Consumable.

5 Washroom Services

- 5.1 When this paragraph will apply. This paragraph 5 will apply if we have agreed to provide you with the Washroom Services listed in your Order Form.
- 5.2 Washroom Services. When providing the Washroom Services we shall:
 - 5.2.1 install the Washroom Equipment at the Delivery Location/s; and
 - 5.2.2 clean and refill the Washroom Equipment at the Delivery Location/s at the intervals selected in your Order Form (Service Visits).
 - 5.2.3. Only Washroom Equipment hired by you under these terms may benefit from the Washroom Services.

- 5.3 We will deliver the Washroom Equipment to you and allow you to use it. Subject to paragraph 5.4, the Washroom Services shall be provided for the period listed in your Order Form unless either of us terminates this agreement, in accordance with its terms, beforehand (Washroom Services Initial Term). In the event that the Order Form does not list the Washroom Services Initial Term, the Washroom Services Initial Term shall be three years beginning on the date of the Order Form, or 5 years beginning on the date of the Order Form if the Washroom Equipment comprises any electrical items (for example, hand dryers). We shall deliver the Washroom Equipment to you at the agreed Delivery Location/s (as defined in paragraph 4) within a reasonable time following your signature of the Order Form.
- 5.4 Renewal of the provision of Washroom Services. On expiry of the Washroom Services Initial Term, the contract for the provision of Washroom Services shall automatically renew for subsequent periods of one year (each a Washroom Services Renewal Term) unless we agree otherwise or you terminate the provision of Washroom Services in accordance with the following provisions of this paragraph 5.4. You may terminate the provision of Washroom Services with effect from the last day of the Washroom Services Initial Term, or the relevant Washroom Services Renewal Term, by notifying us in writing, at least three months before the expiry of the Washroom Services Initial Term or the relevant Washroom Services Renewal Term (as applicable).
- 5.5 We own the Washroom Equipment. We shall at all times own the Washroom Equipment, even once installed at the Delivery Location/s or any other location.
- 5.6 The Washroom Equipment is your responsibility. Responsibility for loss, theft, damage or destruction of the Washroom Equipment is yours from the point of installation of the Washroom Equipment at the Delivery Location/s to the point of its delivery to, or collection by, us. You must:
- 5.6.1 insure the Washroom Equipment appropriately;
 - 5.6.2 keep the Washroom Equipment in a suitable environment;
 - 5.6.3 ensure safe use of the Washroom Equipment;
 - 5.6.4 let us know immediately if the Washroom Equipment is damaged in any way or lost.
- 5.7 If Washroom Equipment is lost or damaged. In the event any Washroom Equipment which is your responsibility is lost or damaged, we shall replace this for you providing you reimburse us, at our then current list price, for the particular piece/s of Washroom Equipment and our costs for installation. This charge shall be payable by you as soon as we issue you with an invoice.
- 5.8 If Washroom Equipment is uninstalled. If you uninstall a piece of Washroom Equipment for any reason and require us to reinstall that piece of Washroom Equipment, we reserve the right to charge you for doing so. This charge shall be payable by you as soon as we issue you with an invoice.

6 Quality of Consumables and Washroom Equipment

- 6.1 When this paragraph will apply. This paragraph 6 applies to any Consumables and/or Washroom Equipment that you may purchase or use with our permission, respectively.
- 6.2 Consumables Warranty. We warrant to you that on delivery all Consumables shall:
- 6.2.1 match the description given by us;
 - 6.2.2 be free from material defects in design, material and workmanship; and
 - 6.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 6.3 Washroom Equipment Warranty. We warrant to you that all Washroom Equipment shall, for the period of performance of the Washroom Services in relation to which the Washroom Equipment was supplied:
- 6.3.1 match the description given by us;
 - 6.3.2 be free from material defects in design, material and workmanship; and
 - 6.3.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
 - 6.3.4 When we mention our Warranty in these terms, it shall mean the Consumables Warranty, the Washroom Equipment Warranty, or both (as applicable).
- 6.4 Your remedies if our Consumables or Washroom Equipment do not meet our Warranty. If any Consumables do not meet our Warranty, we shall at our option repair or replace the defective Consumables and/or Washroom Equipment in full if:
- 6.4.1 you give us notice of the defect in writing within a reasonable time of discovery;
 - 6.4.2 we are given a reasonable opportunity to examine the Consumables and/or Washroom Equipment; and
 - 6.4.3 if requested by us, you return the Consumables and/or Washroom Equipment to us at our cost.
- 6.5 When we shall not be liable under our Warranty. We will not be liable to you under our Warranty if:
- 6.5.1 you continue to use the Consumables and/or Washroom Equipment after giving us notice that they are defective;
 - 6.5.2 the Consumables and/or Washroom Equipment are defective due to your failure to follow our instructions;
 - 6.5.3 you or persons using the Consumables and or the Washroom Equipment alter the Consumables and or Washroom Equipment without our approval (in which case paragraphs 5.7 and 5.8 shall apply in relation to Washroom Equipment);
 - 6.5.4 the defect arises as a result of fair wear and tear; or
 - 6.5.5 the Consumables and or Washroom Equipment differ from their description as a result of changes made to ensure compliance with legal requirements.

7 Other Services

- 7.1 You may request Other Services from us. In the Order Form, or from time to time during our relationship (Other Services), you may request Other Services from us other than the Washroom Services.
- 7.2 We shall provide you with a quote. Upon your request, we may either request further information from you or provide you with a quote for the Other Services along with a description of the Other Services we shall provide (Quote). If you accept the Quote, we shall provide the Other Services on the basis of Quote and these terms.
- 7.3 Deliverables. As part of the Other Services, we may provide you with deliverables or incidental goods (for example, refilling dispensers with soap when carrying out servicing) in accordance with paragraph 8. These deliverables or incidental goods shall be owned by you once delivered. Please be aware that the deliverables mentioned in this paragraph are not the same as the Washroom Equipment that is provided as part of the Washroom Services.

8 Quality of the Services

- 8.1 When this paragraph will apply. This paragraph 8 applies to any Services which we agree to provide to you.
- 8.2 We shall use reasonable skill and care. We shall provide the Services with reasonable skill and care and shall use reasonable endeavours to meet any performance dates for the Services.

- 8.3 We shall endeavour to meet service levels. We shall use reasonable efforts to meet any service levels which we may agree with you in writing.
- 8.4 We shall ensure deliverables are of satisfactory quality. We warrant that the deliverables that we provide as part of the Other Services will match the description provided and be of satisfactory quality.
- 8.5 Our staff. The staff we use to carry out the Services shall be suitably trained and qualified.
- 8.6 Dates for performance. The Services shall be provided in accordance with the Order Form, or as otherwise agreed in writing by us, provided that no Services shall be provided outside 09:00 to 17:00, Monday to Friday.
- 8.7 Your responsibilities. For each Service Visit you must ensure a suitably qualified member of staff is present and that all necessary materials, facilities, access and working conditions to enable the Services to be carried out quickly and safely are in place. We shall not be liable for failing to provide any Services if you fail to comply with this paragraph, and any resulting failed Service Visit (in whole or in part) shall count towards the number of Service Visits we have committed to in your Order Form and you shall still be charged accordingly. We will also charge you for any additional Service Visits you require as a result of your failure to meet your obligations in this paragraph.

9 If there is a problem

- 9.1 How to tell us about problems. If you have any questions or complaints about the Consumables or Services we provide you under these terms, please contact us using the contact details listed at the beginning of these terms.

10 Price and payment

- 10.1 Where to find the price for the Consumables and Services. The price of the Consumables and Services (which excludes VAT and any delivery costs) will be the price indicated your Order Form.
- 10.2 The price of the Washroom Services may increase. If our costs in delivering the Washroom Services increases (for example, but without limitation, due to a change in legislation, increases in the price of fuel, or any other factor beyond our control), then we reserve the right to increase the price of the Washroom Services to reflect this. In addition, the price of Washroom Services shall also increase annually in accordance with the Consumer Price Index.
- 10.3 We reserve the right to make additional charges. In supplying you with Consumables or carrying out the Services, we may incur additional charges that we may pass on to you, for example:
 - 10.3.1 'Duty of Care' charges, waste audit fees, and consignment charges in relation to particular types of waste which are incurred by us; and
 - 10.3.2 transport charges or taxes which we may incur whilst travelling to and from your premises in connection with a Service Visit (for example, toll road charges or congestion zone charges).
- 10.4 Notice of price increases or additional charges. We will notify you of any price increases or additional charges in advance.
- 10.5 When you must pay and how you must pay. When you must pay depends on what product you are buying:
 - 10.5.1 For Consumables, we will send you an invoice after we have delivered the relevant Consumables. You must pay to us the amount of each invoice within 14 days of the date of that invoice.
 - 10.5.2 For Washroom Services, we will send an invoice to you for the amount stated in your Order Form before the Washroom Services commence and annually thereafter, unless otherwise set out in the Order Form. You must pay to us the amount of each invoice within 14 days of the date of that invoice.
 - 10.5.3 For Other Services, we will let you know when we intend to send you an invoice in the relevant Quote. You must pay to us the amount of each invoice within 14 days of the date of that invoice.
- 10.6 Our right of set-off. You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.7 We can charge interest and fixed sums if you pay late. If you do not make any payment to us by the due date we reserve all of our rights under the Late Payment of Commercial Debts (Interest) Act 1998. These rights include charging you additional fixed sums and interest on any overdue amount at the statutory rate (which is typically 8% above the base lending rate of the Bank of England from time to time). The interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the fixed sums and interest together with any overdue amount.
- 10.8 We can suspend the Washroom Services if you pay late. If you do not make payment to us by the due date then we may suspend our supply of the Washroom Services to you and any missed Service Visits as a result of this suspension shall count towards the number of Service Visits we have committed to in your Order Form. We will charge you for any additional Service Visits you require as a result of our suspension.
- 10.9 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11 Our responsibility for loss or damage suffered by you

PLEASE PAY PARTICULAR ATTENTION TO THIS PARAGRAPH, IT SETS OUT OUR LIABILITY TO YOU UNDER THIS AGREEMENT.

- 11.1 Nothing in these terms shall limit or exclude our liability for:
 - 11.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 11.1.2 fraud or fraudulent misrepresentation;
 - 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 11.1.4 defective products under the Consumer Protection Act 1987; or
 - 11.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 11.2 In light of the warranties given in these terms, we exclude the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 and 8 to 10 of the Supply of Goods and Services Act 1982.
- 11.3 Subject to paragraph 11.1:
 - 11.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

- 11.3.2 our total liability to you under each Order Form for direct losses you suffer as a result of property damage caused by our negligence shall be limited to £25,000; and
- 11.3.3 our total liability to you for all other losses arising under or in connection with any Order Form, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to two hundred per cent (200%) of the total sums paid or payable by you for Consumables and Services under the applicable Order Form.

12 Your rights to end our relationship or particular services

- 12.1 Ending our agreement for serious breach. You may end our agreement if we commit a serious breach of any of these terms.
- 12.2 Ending our agreement for the supply of Consumables because of a change. You may end our agreement to supply Consumables at any time before they are delivered to the Delivery Location if we have told you about an upcoming change to the Product, price or these terms which you do not agree to.
- 12.3 Ending our agreement to provide the Washroom Services due to a Service Visit failure. You may terminate the Washroom Services in the event we fail to attend a Service Visit on the agreed date and we, after being given written notice by you that we have failed to attend, do not carry out the Service Visit within five working days.

13 How to end the contract with us

- 13.1 Tell us you want to end the agreement. If you wish to end the contract with us for any the reasons set out in paragraph 12 above, please let us know by getting in touch with us via the contact methods listed at the beginning of these terms. Returning Washroom Equipment after ending the Washroom Services. On or around the termination or expiry of the Washroom Services Initial Term or Washroom Services Renewal Term (as applicable), we shall agree with you a date for our collection of the Washroom Equipment, such date to take place within two months following the date of such termination or expiry (Removal Date). If we cannot access and remove the Washroom Equipment on the Removal Date, we shall charge you £20 per day until we are able to successfully collect all of the Washroom Equipment. This charge shall be payable by you as soon as we issue an invoice.
- 13.2 Missing or damaged Washroom Equipment. If we discover, after the expiry of the Washroom Services Initial Term or Washroom Services Renewal Term (as applicable), that Washroom Equipment has been damaged or lost we shall charge you for that Washroom Equipment at our current list price. The charge shall be payable by you as soon as we issue an invoice.
- 13.3 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for any Consumables or Services not provided to you by the method you used for payment.

14 Our rights to end the contract

- 14.1 We may end the agreement or any part of it if you break it. We may end the agreement or any part of it at any time by writing to you if:
- 14.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of it being due;
- 14.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Consumables or Services;
- 14.1.3 you do not, within a reasonable time, allow us to deliver the Consumables to you or collect them from us;
- 14.1.4 you do not, within a reasonable time, allow us access to the Delivery Location/s to supply the Services; or
- 14.1.5 you fail to take good care of the Washroom Equipment in accordance with these terms.

15 Termination

- 15.1 On termination of this Agreement or any individual service howsoever arising: Customer shall pay Citron, i) any outstanding invoices, and any other sums payable under this agreement up to the date of termination; and (subject to the situations set out in Clause 12), ii) a cancellation fee equal to (a) the number of months remaining in the initial or renewal Term for each or the particular service cancelled multiplied by (b) 50% of the monthly amount for each recurring service; plus iii) equipment deinstallation fees, if applicable.

16 Other important terms

- 16.1 We are not responsible for events outside our control. If our supply of the Consumables or Services is delayed or prevented by an event outside our control (as defined in clause 16.2) then we will contact you as soon as practicable to let you know. We will not be liable for delays caused by the event, but if there is a risk of substantial delay then we may contact you to end the contract.
- 16.2 Events outside of our control. Events outside our control include, but are not limited to, acts of God, flood, drought, earthquake or other natural disaster, epidemic, pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, any law or any action taken by a government or public authority, or any other events or circumstances not within our reasonable control, whether similar or dissimilar to any of the foregoing.
- 16.3 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens.
- 16.4 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.5 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.6 Which laws apply to this contract and where you may bring legal proceeding. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.