

Personnel Hygiene Services Limited
Block B, Western Industrial Estate
Caerphilly CF83 1XH
Tel: 02920 851000
Internet: www.phs.co.uk
Email: enquiries@phs.co.uk

phs Group

**PHS Hygiene Customer Agreement
(Non CCA - Regulated)**

Thank you!



Thank you for choosing **phs** Group for your hygiene services agreement.
phs Group is the leading hygiene services provider in the UK, Ireland and Spain.

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**PHS Hygiene Customer Agreement
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Customer		Contact	
Account No.	582684,2455575,4777829	Name	[Redacted]
Limited Company		Email	[Redacted]
Company Registration	Not Available	Telephone	[Redacted]
Customer Name	Folkestone & Hythe District Council	Street	Civic Centre Public Toilets, Civic Centre Castle Hill Avenue
Agreement No.	00096955	Town	Folkestone
		Postcode	CT20 2QY

Price Book Name and Type
ESPO 239 (2022) - Negotiator 5227493 (Framework Agreement)

Invoice Customer (if different)		Invoice Contact (if different)	
Type of Business		Contact	
Account No.	582684,2455575,4777829	Email	
Customer Name	Folkestone & Hythe District Council	Tel No	
		Street	Civic Centre Public Toilets, Civic Centre Castle Hill Avenue
		Town	Folkestone
Purchase Order No:		Postcode	CT20 2QY

Payment Terms			
Payment Terms	Net 30	Payment Method:	Yearly in Advance

Invoice Terms	
Our standard method of delivery for invoices and statements is electronically through our Online Customer Portal.	
Your preferred delivery method.	<input type="text" value="Portal"/>
Department Email Address (e.g. purchase ledger department's email address)	<input type="text" value="[Redacted]"/>
Secondary Email Address	<input type="text"/>
Special Terms	<input type="text"/>

Signature	
By signing this agreement you confirm that you have read and understood the above provisions and the attached terms and conditions.	
Your signature on behalf of the customer above	[Redacted]
Full Name (Print)	[Redacted]
Mr / Mrs / Ms / Miss	[Redacted]
Job Title	[Redacted]
Signature Date	February 21, 2023
Signed on behalf of Personnel Hygiene Services Limited	[Redacted]
Full Name (Print)	[Redacted]
Mr / Mrs / Ms / Miss	[Redacted]
Job Title	[Redacted]
Signature Date	February 17, 2023
Commencement Date:	08/03/2023
Sales Employee	[Redacted]
Employee Number	[Redacted]



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Product Summary

Rental / Service / Maintenance / Dispatch

Bus Type	Code	Description	Term (yrs)	Type	Qty	Service Frequency	Unit cost per Annum £	Total Charges per Annum £
R	16461575	Eclipse Liner Service - Lifecycle	3	Service	24	26		
R	17035156	Airscent ECO - White - Bergamot and Sandalwood	3	Service	10	6		
R	17032489	Maxi Xtra 60l Nappy Unit 3- Grey	3	Service	1	26		
R	094140	Slimline Vend PHS Brushed £1 Chrome Lock Lil-Lets/Always	3	Service	1	8		
Total Rental/Service/Maintenance/ Dispatch costs per annum (Exclusive of VAT)								£1,886.22

Bus Type: NB = New Business, R = Renewal, NO = New Owner, S = Sale, IF = Increase Frequency, EP = Exchange of Product, LS = Loyalty Scheme

Supplementary Charges

Hazardous Waste (Per VISIT)	Annual Duty of Care	Preacceptance Waste (Per Audit)	Installation	Carriage
£0.00	£0.00	£0.00	£0.00	£0.00

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Location Address

582684,2455575,4777829: Folkestone & Hythe District Council, Civic Centre Public Toilets, Civic Centre Castle Hill Avenue, Folkestone, CT20 2QY

Location Details

Location Contacts & Parking

Not provided or not applicable for this Agreement

Hazardous Waste Registration

Not provided or not applicable for this Agreement

Hazardous Waste Paperwork Charges

Not Applicable

Access Times

Day	From	To	Comments
1. Monday	08:00	15:00	
2. Tuesday	08:00	15:00	
4. Thursday	08:00	15:00	
5. Friday	08:00	15:00	

Sited Products

Bus Type	Code	Description	Type	Freq	Qty	Siting	Installation	Service Instructions
R	094140 0000193923	Slimline Vend PHS Brushed £1 Chrome Lock Lill-Lets/Always	Service	8	1	Already Sited	Required? No Instructions:	
R	17035156 0000193924	Airscent ECO - White - Bergamot and Sandalwood	Service	6	10	Already Sited	Required? No Instructions:	
R	17032489 0000193925	Maxi Xtra 60l Nappy Unit 3-Grey	Service	26	1	Already Sited	Required? No Instructions:	
R	16461575 0000193926	Eclipse Liner Service - Lifecycle	Service	26	24	Already Sited	Required? No Instructions:	

Bus Type: NB = New Business, R = Renewal, NO = New Owner, S = Sale, IF = Increase Frequency

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Why phs?

phs Group is the leading hygiene services provider in the UK, Spain and Ireland. With over 90,000 customers over 300,000 locations, we meet the needs of up to 100 million people.

Who we are

- Team of over 3,000 expert personnel providing service to more than 300,000 locations
- A network giving full coverage to a population of more than 100 million
- Over 50 years of innovation and investment, transforming the future
- More than 90,000 customers – everything from beach bars in Ibiza to Buckingham Palace.

Healthcare, Washroom, Floorcare Hygiene and Specialist are our business. We stay on top of all the legislative developments affecting your industry to provide you with expert advice on what you need to do to ensure that your business is legally compliant.

Our professional service drivers provide a discreet and efficient service, calling ahead to check that our servicing times are convenient for your business. And, if any of your products or services need change, we're just a call away and have the flexibility to adapt to whatever is needed.

We're in every geographical area and because we're Next door **Everywhere**, we are on hand to help wherever you are. And as a single supplier, meeting all your needs, we can help reduce your day-to-day administration commitment as well as your financial costs.

phs Group

Ireland

United Kingdom

**We are Next door.
Everywhere**

United Kingdom Ireland Spain

Spain

www.phs.co.uk

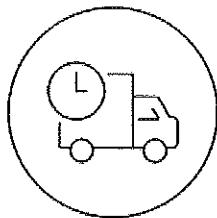
At **phs** we don't stand still. We think about tomorrow and the future.

As a service organisation, we believe that it's our people, our products, our technology and our environment that make our company what it is – and we have a team of great people, with a shared vision



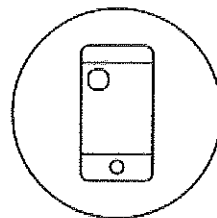
Our people

We match the right people to the right challenges; developing new ways to train, support and communicate.



Our products

We are building a strong pipeline of new ground-breaking products to deliver happier, healthier and cleaner environments for our customers.



phs technology

We have invested millions in new **phs** technology to ensure **phs** stays out in front. This investment allows us to deliver the best service.



Our environments

Our fleet of vehicles have the latest technology to minimise impact on the environment. With LifeCycle, we are leading the way in sustainable waste management.

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Non CCA v10 11.19 Terms & Conditions

1. DEFINITIONS

1.1 In this Agreement, the following phrases shall have the following meanings:

“Commencement Date” means the date which is 7 days after the date on which the Customer signs this Agreement or, if later, the date on which this Agreement commences as set out herein;

“Customer” means the person, partnership, unincorporated association, company or other organisation named in the section headed Customer at the start of this Agreement;

“Initial Period” means the relevant Minimum Hire/Service Period for each Unit as set out in the section of this Agreement headed Product Summary (column “Term”);

“Payments” means the sums payable by the Customer according to the type of agreement selected, as set out in the section of this Agreement headed Product Summary or as varied under Clause 4.2 below;

“PHS” means Personnel Hygiene Services Limited;

“Supplementary Charges” means the charges for any services provided by PHS which are not included within the scope of the Agreement Type selected by the Customer as set out in Clause 2 below; and

“Units” means the units, materials or other equipment (or any substitute for such items) to which this Agreement applies as set out in the section of this Agreement headed Product Summary (column “Description”). 1.2 In this Agreement any reference to any legislation includes such legislation as amended, extended, consolidated or replaced from time to time.

2. BASIS OF AGREEMENT

2.1 In consideration of the Customer making the Payments, PHS will perform its obligations with reasonable care and skill and hire and/or service the Units to or for the Customer (as applicable according to the Agreement Type selected by the Customer in the section of this Agreement headed Product Summary (column “Type”)) in accordance with the terms set out in this Agreement, to the exclusion of all other terms and conditions (including any which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 PHS’s obligations to the Customer under each Agreement Type are summarised in the table below:

Agreement Type	Summary Description of PHS’s Obligations
S - Service Agreement	The Customer takes the Units on hire from PHS. PHS will carry out routine periodic servicing (including replenishment of any consumables and/or exchange of Units where applicable) and any non-routine maintenance or repairs as required, in accordance with Clause 7 below.
R – Rental Agreement	The Customer takes the Units on hire from PHS. PHS will carry out any non-routine maintenance or repairs as required, in accordance with Clause 7 below.
M- Maintenance	The Customer will purchase the Units from PHS under a separate sales contract. PHS will carry out routine Agreement periodic servicing (including replenishment of any consumables where applicable but excluding exchange of Units) and any non-routine maintenance or repairs as required, in accordance with Clause 7 below.
C – Call Out Agreement	The Customer will purchase the Units from PHS under a separate sales contract. PHS will carry out any non-routine maintenance or repairs as required in accordance with Clause 7 below.

3. COMMENCEMENT AND DURATION OF AGREEMENT

This Agreement shall commence on the Commencement Date and, subject to the provisions for termination set out in it, (which includes the ability to terminate the hire/service of one or more Units), shall run for the Initial Period and then for consecutive periods each equivalent in time to the Initial Period (an “Extension Period”).

4. PAYMENTS

4.1 The Payments shall be payable by the Customer 30 days after the date of PHS’s invoice (which shall be issued at the times and in the manner specified in the section headed “Payment Terms” at the start of this Agreement) without deduction, counterclaim or set-off. The time of payment of each and every Payment shall be of the essence of this Agreement and a failure to pay on time shall be deemed to be a fundamental breach of this Agreement.

4.2 PHS shall be entitled to vary the Payments as follows:

4.2.1 at any time where performance of its obligations is made more difficult or costly as a result of new legislation or regulations or changes to existing legislation or regulations, including those which result in increases in National Insurance Contributions;

4.2.2 to take account of an increase in PHS’s operating costs, including (without limitation) costs arising from increases in fuel prices;

4.2.3 upon each anniversary of the Commencement Date during the Initial Period, by the average increase in inflation during the previous 12 month period as measured by an appropriate index (such index to be determined by PHS); and

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4.2.4 at the beginning of the first Extension Period and upon each anniversary of the start of the first Extension Period (including upon all anniversaries during any subsequent Extension Periods) by a percentage increase applied at the discretion of PHS.

5. SUPPLEMENTARY AND OTHER CHARGES

5.1 Supplementary Charges shall be payable by the Customer to PHS where:

5.1.1 PHS carries out any non-routine repairs referred to in Clause 7.2 below and this is made more difficult or costly by the Customer breaching the Customer's obligations under this Agreement;

5.1.2 PHS installs or re-sites the Units;

5.1.3 PHS issues a controlled waste/special waste transfer note, referred to in this Agreement as an annual duty of care charge and payable in advance at the end of each September;

5.1.4 PHS registers the Customer's site as a site which produces hazardous waste and/or renews that registration annually until the Customer notifies PHS in writing that the Customer does not want PHS to do this;

5.1.5 PHS issues a hazardous waste/special waste consignment note;

5.1.6 PHS carries out any other service relating to the collection and/or disposal of waste;

5.1.7 the weight of waste in a Unit at collection exceeds the maximum permitted weight specified below:

Product	Maximum permitted weight
1000 Litre Offensive Waste bin	120Kg
770 Litre Offensive Waste bin	80Kg
660 Litre Offensive Waste bin	48Kg
360 Litre Offensive Waste bin	32Kg
240 Litre Offensive Waste bin	20Kg

("Overweight Charge(s)");

5.1.8 the Customer's site(s) are at remote location(s) including highlands, islands, locations with postcodes that are difficult to reach and distant, inaccessible or infrequently served suburbs and towns. For a list of remote locations to which supplementary charges shall apply please refer to our website - www.phs.co.uk; or

5.1.9 PHS incurs any congestion charges in the delivery, installation or service of the Units.

5.2 If Overweight Charges are applied for two consecutive collections, PHS shall increase the Unit charge and/or the number of chargeable Units at the Customer's site(s).

5.3 PHS reserves the right to introduce a charge to cover its costs of printing invoices and statements for the Customer.

5.4 All Supplementary Charges and other charges referred to in this Clause are payable at the rates current at the time that the relevant services are provided or costs incurred and are to be paid within 30 days of the date of PHS's invoice.

6. LATE PAYMENT

6.1 If the Customer fails to pay any of the Payments or the Supplementary Charges on the due date then, without prejudice to its other rights and remedies, PHS may:

6.1.1 recover from the Customer £50 (non vatable) by way of compensation for the costs suffered by PHS arising from each overdue sum; and

6.1.2 (without being in breach to the Customer) suspend the performance of its obligations under this Agreement until such time as the overdue sum is paid in full.

6.2 If the circumstances set out in Clause 6.1 apply and the Payments are not being made by direct debit, the Customer will at PHS's request make all future payments by direct debit.

7. NON-ROUTINE REPAIR AND MAINTENANCE

7.1 Upon any fault occurring to the Units or if the Units become a health and safety hazard:

7.1.1 the Customer shall notify PHS as soon as possible and take such steps as are reasonably necessary to mitigate the effect of such fault or hazard; and

7.1.2 subject to Clauses 7.2 and 7.3 below, PHS will, as soon as reasonably practicable, take all proper steps to correct the fault at its own cost by repairing or, at its option with Agreement Types "S" and "R" replacing all or part of the Units.

7.2 Where the Customer has selected Agreement Type "S" or "M", the Payments include the provision of regular, routine maintenance of the Units. All Agreement Types include the provision of non-routine repairs of faults required as a result of a malfunction or component failure but do not include the repair of any faults resulting from misuse, vandalism,

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incorrect environmental conditions (including incorrect temperature levels), mains electrical surges or failures or any other accidental, negligent or wilful damage, for which Supplementary Charges will be payable.

7.3 PHS may remove all or part of the Units from the Customer's premises for the purpose of inspection, testing and repair. PHS is not obliged to provide any routine maintenance or any non-routine fault repair services at premises other than the Customer's business premises specified in this Agreement.

7.4 With Agreement Types "S" and "R", PHS is entitled to replace the Units from time to time with substitute goods of a substantially similar standard and specification to the Units.

8. COVENANTS OF THE CUSTOMER

8.1 The Customer agrees and covenants with PHS as follows:

- 8.1.1 to allow PHS and its agents full, convenient and safe access to the Units during such hours as may be necessary to perform its obligations under this Agreement;
- 8.1.2 not to interfere with the Units (including attempting to repair, adjust or modify the Units) and with Agreement Types "S" and "R" not to remove any registration or other identifying marks from the Units;
- 8.1.3 with Agreement Types "S" and "R" not to sell or offer for sale, lend, assign, pledge, underlet or otherwise deal with or part with possession of the Units and not to remove them from its premises without PHS's prior written consent;
- 8.1.4 to care for and operate the Units in accordance with all relevant instructions and, with Agreement Types "R" and "C" to maintain and service the Units in accordance with such instructions;
- 8.1.5 with Agreement Types "S" and "R" not to connect the Units (other than with PHS's prior written consent) to any other equipment;
- 8.1.6 to promptly carry out such action to the Units as may be advised by PHS from time to time;
- 8.1.7 to take all reasonable steps to eliminate any cause of a fault as listed in Clause 7.2 above so far as it shall be within its power to do so;
- 8.1.8 with Agreement Types "S" and "R" to insure the Units throughout the Initial Period and any and all Extension Periods to their full replacement value with an insurer of repute against loss or damage by accident, fire and theft and other reasonable risks and hold on trust for PHS all insurance monies paid out under such policy; (in the event of the Customer defaulting under this Clause, PHS shall be at liberty to effect such insurance as it thinks fit at the Customer's expense);
- 8.1.9 to notify PHS immediately of any loss of, or damage to, the Units;
- 8.1.10 to ensure renewal of the Customer's registration or exemption as a hazardous waste/special waste producer under the hazardous waste regulations/special waste regulations unless PHS has agreed to undertake this service; and
- 8.1.11 to ensure that within any Unit there is not a mixture of controlled waste and hazardous waste/ special waste.

9. ACKNOWLEDGEMENTS BY THE CUSTOMER

9.1 Where the Units supplied under this Agreement have been manufactured or customised to the Customer's own specifications or requirements, the Customer acknowledges that:

- 9.1.1 the Units are required for the purposes of a business carried on by the Customer, that they were selected by the Customer and acquired at its request by PHS from the supplier for the purposes of this Agreement; and
- 9.1.2 the supplier is not the agent of PHS unless this is required by law.

10. TERMINATION BY PHS

10.1 If the Customer breaches any term of this Agreement or suffers distress or execution or becomes insolvent or bankrupt, or enters into an arrangement or composition with its creditors or if a liquidator, receiver or administrator is appointed over the whole or any part of its business or assets then, without prejudice to its other rights and remedies, PHS may immediately terminate this Agreement;

10.2 PHS may also terminate this Agreement at any time by giving the Customer 90 days prior written notice.

11. TERMINATION BY THE CUSTOMER

11.1 The Customer may only terminate the hire and/or service of one or more of the Units or this Agreement in its entirety by giving at least 90 days prior notice in writing, such notice to expire at the end of the Initial Period or an Extension Period.

12. CONSEQUENCES OF TERMINATION

12.1 Upon termination of this Agreement howsoever arising:

- 12.1.1 the Customer shall, without prejudice to PHS's other rights and remedies, pay to PHS on demand all arrears of Payments and any other sums payable under this Agreement up to the date of termination;
- 12.1.2 any servicing, maintenance or repair of the Units by PHS shall cease; and
- 12.1.3 where the Customer has selected Agreement Type "S" or "R":

(i) the hiring of the Units shall cease and the Customer shall no longer be in possession of the Units with PHS's consent; and

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(ii) the Customer shall immediately make the Units available for collection by PHS in good working order and condition (fair wear and tear excepted), in default of which PHS shall be entitled to charge Payments from the date of termination to the date on which the Units are collected. Where the Units are attached to the Customer's premises, the Customer will be solely responsible for the cost of putting its premises back into their original condition.

12.2 If:

12.2.1 the Customer seeks to terminate the hire and/or service of one or more of the Units or this Agreement in its entirety, otherwise than in accordance with Clause 11.1 above; or

12.2.2 any of the circumstances in Clause 10.1 occurs, and as a result PHS elects to terminate this Agreement, the Customer shall pay to PHS, in addition to the sums payable above, the following sums by way of liquidated damages:

(i) for Agreement Types "S" and "R" where the Units have been manufactured or customised to the Customer's own specifications or requirements, a sum equal to 100% of the aggregate Payments which, but for termination, would have been payable from the date of termination up until expiry of the Initial Period or the then current Extension Period; or

(ii) in all other cases, a sum equal to 75% of the aggregate Payments which, but for termination, would have been payable from the date of termination up until expiry of the Initial Period or the then current Extension Period.

12.3 Where the Payments fluctuate from one payment date to the next, the sum due upon termination under Clause 12.2 above shall be calculated by averaging the Payments due from the Customer from the Commencement Date up to the date of termination and multiplying such average by the number of payments which, but for termination, would have been payable up until the end of the Initial Period or the then current Extension Period.

13. LIABILITY

13.1 Subject to Clause 13.2 below all conditions, warranties and representations, whether express or implied and whether arising by reason of statute, common law or otherwise relating to the quality of the Units, their suitability or fitness for purpose and their conformity with description or sample are expressly excluded from this Agreement to the fullest extent permitted by law. Any published pictures or descriptions of the Units are for indication purposes only and actual products supplied may differ from such pictures or descriptions.

13.2 PHS does not exclude or limit liability for death or personal injury caused by its negligence or fraudulent misrepresentation but, subject to this and the requirements of the law, its liability to the Customer in contract, tort or otherwise for any damage, loss, liability, costs or expenses suffered or incurred by the Customer or any other person arising directly or indirectly or in any manner howsoever out of the use or possession of the Units by the Customer or such other person, the provision of any services under this Agreement or otherwise shall be limited as follows:

13.2.1 PHS's liability for loss or damage to buildings and fixtures and fittings caused by an act or omission of PHS, its agents, employees or sub-contractors shall not exceed £1,000,000 per incident;

13.2.2 PHS's liability for all other loss or damage suffered by the Customer in any 12 month period and caused by an act or omission of PHS, its agents, employees or sub-contractors shall not exceed the total payments per annum set out in the section of this Agreement headed Product Summary (column "Total Charges per Annum £") (excluding any increases to such payments);

13.2.3 PHS shall not be liable in any way for any loss of profits, or any indirect, consequential or special loss or damage howsoever caused and arising from the Customer's use or possession of the Units or benefit from the services provided by PHS or otherwise; and

13.2.4 PHS shall not be liable for any delay or failure to comply with its obligations where the failure is caused by fire, flood, inclement weather, strikes, industrial action or any other reason or circumstances (not necessarily similar to those listed) beyond its reasonable control.

13.3 Unless the law provides otherwise (and except as a result of a breach by PHS of its obligations under this Agreement or PHS's negligence or where PHS is otherwise liable at law for such damage, loss, liability or expenses) and without prejudice to PHS's other rights and remedies, the Customer shall indemnify PHS against all or any of the following:

13.3.1 with Agreement Types "S" and "R", any loss or damage to the Units, howsoever arising, including any loss or damage which is not recoverable under the policy of insurance referred to in Clause 8.1.8 above (including where the Customer has failed to take out such a policy of insurance);

13.3.2 any and all damage, loss, liability or expenses which PHS may suffer or incur as a result of a claim by a third party; and

13.3.3 all costs and expenses (including enquiry agents, debt collection agents and legal costs on a full indemnity basis) incurred or sustained by PHS in enforcing any of the terms of this Agreement.

13.4 The Customer shall indemnify PHS against any and all damage, loss, liability or expense which PHS may suffer or incur as a result of any action taken by the Environment Agency or similar regulatory body as a direct or indirect result of any act or omission of the Customer including (without limiting the foregoing) a breach of this Agreement by the Customer or a misrepresentation by the Customer to PHS.

14. SERVICE OF NOTICES

14.1 Any notice required or permitted to be given under this Agreement shall be deemed to have been validly given if served personally upon that party or if sent by first class prepaid post or sent by e-mail to the address of that party as stated at the head of this Agreement, its last known address or its registered office.

14.2 Any notice or other information sent by first class prepaid post shall be deemed to have been received by the other party within 48 hours after the date of posting. Any notice or other information sent by e-mail shall be deemed to have been received by the other party at the time that it was transmitted.

15. ELECTRONIC SIGNATURES AND COMMUNICATION

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15.1 Where this Agreement has been signed by the Customer electronically, the Customer confirms that the electronic signature which it has used to enter into this Agreement is valid and binding on it.

15.2 The Customer agrees that both the Customer and PHS may communicate with each other by electronic means in connection with this Agreement.

16. GENERAL

16.1 The person or persons who sign this Agreement on behalf of the Customer warrant that they have the appropriate and necessary authority to do so and to bind the Customer to the terms set out in it. Where two or more persons are stated to be the Customer, each of those persons shall be jointly and severally liable for performance of the Customer's obligations under this Agreement.

16.2 All amounts due under this Agreement are (unless otherwise specified) subject to the addition of VAT at the prevailing rate which shall be additionally payable by the Customer in full.

16.3 PHS (but not the Customer) shall be free to sub-contract, assign or novate all or any of its rights or obligations under this Agreement (in whole or in part) to any other party without the consent of the Customer.

16.4 This Agreement contains the entire agreement between the parties and may only be modified in writing. If any part of it shall, for any reason, be found or held invalid or unenforceable, this shall not affect the remainder of its terms which shall survive and be construed as if the invalid or unenforceable part had not been contained in this Agreement.

16.5 A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

16.6 The failure of PHS to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon breach of any such provision shall not constitute a waiver of any such breach or any subsequent breach of such provision or prejudice in any way any right of PHS under this Agreement.

16.7 The parties agree that it is not practical to obtain signatures for all services performed and so the Customer accepts that PHS's computerised records of the services provided will be adequate proof of the fact that those services have been delivered.

16.8 This Agreement shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction for any disputes arising out of it.