

NORTH CRESCENT

FACILITY SOLUTIONS INC

Reliable • Structured • Professional

www.northcrescentcleaning.com



TERMS & CONDITIONS

North Crescent Facility Solutions Inc

These Terms & Conditions (“Terms”) apply to all services provided by North Crescent Facility Solutions Inc (“Service Provider”).

By accepting a quote, booking a service, or signing a Service Agreement, the Client agrees to these Terms.

1. DEFINITIONS

For the purposes of these Terms & Conditions:

“Client” means the individual, company, or entity receiving services from North Crescent Facility Solutions Inc.

“Service Provider” means North Crescent Facility Solutions Inc.

“Services” means all cleaning, junk removal, and facility support services provided by the Service Provider.

“Scope of Work” means the specific services, tasks, and requirements outlined in the approved quotation, proposal, or service agreement.

“Agreement” means the Service Agreement, quotation, and these Terms & Conditions collectively.

“Site” means the location where services are performed.

“Additional Services” means any services requested by the Client that fall outside of the agreed Scope of Work.

“Hazardous Conditions” means any condition that poses a risk to health, safety, or property, including but not limited to biohazards, sharp objects, structural risks, or unsafe environments.

2. SCOPE OF SERVICES

The Service Provider agrees to perform only those services expressly outlined in the approved Scope of Work.

The Scope of Work strictly defines the services to be delivered, including the type of service, areas to be serviced, and any specific requirements agreed upon.

Any services requested by the Client that are not included in the Scope of Work shall be considered Additional Services and will be subject to additional charges.

The Service Provider is under no obligation to perform Additional Services unless:

- The Client approves the additional work, and
- Pricing has been confirmed and accepted

The Service Provider reserves the right to:

- Refuse any work outside the Scope of Work
- Pause services until additional work is approved
- Adjust pricing if site conditions differ from those originally disclosed

No assumptions shall be made regarding services not explicitly included in the Scope of Work.

3. SITE CONDITIONS

The Client is solely responsible for ensuring that the Site is safe, accessible, and suitable for the performance of the Services.

The Client must disclose all relevant information regarding site conditions prior to the commencement of services, including but not limited to:

- Hazardous materials
- Biohazards or contaminated environments
- Structural risks or unsafe conditions
- Infestations or unsanitary conditions
- Restricted or limited access areas

The Service Provider reserves the right to refuse, suspend, or terminate services at any time if, in its sole discretion, the Site presents Hazardous Conditions or risks to personnel, property, or equipment.

If undisclosed or unforeseen conditions are identified, the Service Provider may:

- Stop work immediately
- Reassess the Scope of Work
- Apply additional charges
- Require specialized services or equipment

The Service Provider shall not be held responsible for delays, damages, or incomplete services resulting from unsafe or undisclosed site conditions.

All time lost due to site inaccessibility, unsafe conditions, or delays caused by the Client may be subject to additional charges.

4. ACCESS & DELAYS

The Client is responsible for ensuring that the Service Provider has full, safe, and timely access to the Site at the scheduled service time.

If the Service Provider is unable to access the Site due to circumstances within the Client's control, including but not limited to:

- Locked premises
- Incorrect access information
- Delays caused by the Client or third parties
- Site not ready for service

the Service Provider reserves the right to:

- Charge a service call fee
- Charge partial or full service fees
- Reschedule the service at the Client's expense

The Service Provider shall not be held responsible for any delays, interruptions, or additional costs resulting from lack of access or site readiness.

If access delays result in extended time on-site, waiting time may be billed at the Service Provider's standard hourly rate.

Repeated access issues may result in service termination at the sole discretion of the Service Provider.

5. PRICING & ADDITIONAL CHARGES

All pricing is based on the Scope of Work as defined in the approved quotation or service agreement.

Pricing is calculated based on the information provided by the Client at the time of quoting, including but not limited to property condition, volume of materials, accessibility, and scope complexity.

The Service Provider reserves the right to adjust pricing if actual site conditions differ from those originally disclosed or reasonably anticipated.

Additional charges may apply, including but not limited to:

- Additional labor or time required
- Increased volume of materials or debris
- Hazardous or unsafe conditions
- Restricted or difficult access
- Delays caused by the Client or third parties
- Specialized equipment or disposal requirements

All Additional Services or charges must be approved by the Client before continuation of work, unless immediate action is required for safety or operational reasons.

If the Client refuses to approve necessary additional charges, the Service Provider reserves the right to suspend or terminate the service, and partial service charges may apply.

All pricing is exclusive of applicable taxes unless otherwise stated.

6. PAYMENT TERMS

All invoices are due within fifteen (15) days from the invoice date unless otherwise agreed in writing.

All overdue amounts shall automatically accrue interest at a rate of two percent (2%) per month (twenty-four percent (24%) annually), or the maximum permitted by applicable law.

The Service Provider reserves the right, at its sole discretion, to:

- Suspend or discontinue services for overdue accounts
- Require full or partial payment in advance for future services
- Refuse to schedule or perform additional services until outstanding balances are paid in full

The Client agrees to be responsible for all costs associated with the collection of overdue amounts, including but not limited to:

- Legal fees
- Court costs
- Administrative fees
- Third-party collection agency fees

The Service Provider may require a deposit prior to the commencement of services, particularly for large projects, recurring services, or high-risk jobs.

Failure to make payment in accordance with these Terms shall constitute a material breach of agreement and may result in immediate termination of services.

7. CANCELLATION POLICY

The Client must provide a minimum of twenty-four (24) hours notice for any cancellation or rescheduling of services.

Cancellations made with less than twenty-four (24) hours notice may be subject to a cancellation fee of up to fifty percent (50%) of the scheduled service value.

Same-day cancellations, failure to provide access, or refusal of service upon arrival may result in a charge of up to one hundred percent (100%) of the scheduled service value.

The Service Provider reserves the right to charge a service call fee for any scheduled visit where services cannot be performed due to circumstances within the Client's control.

For recurring services, repeated cancellations or rescheduling may result in:

- Adjustment of service pricing
- Requirement of advance payment
- Suspension or termination of service

All cancellation fees are payable immediately and may be charged to the Client's account or included in the next invoice.

The Service Provider reserves the right to waive cancellation fees at its sole discretion.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total liability of the Service Provider for any and all claims, losses, damages, or expenses arising out of or related to the Services or these Terms shall be strictly limited to the total amount paid by the Client for the specific service giving rise to the claim.

Under no circumstances shall the Service Provider be liable for:

- Indirect, incidental, special, or consequential damages
- Loss of profits, revenue, business opportunities, or use
- Loss or damage resulting from business interruption
- Pre-existing damage, hidden defects, or structural issues
- Damage to items not disclosed, improperly secured, or inherently fragile

This limitation of liability applies regardless of the cause of action, whether in contract, tort (including negligence), or otherwise, and even if the Service Provider has been advised of the possibility of such damages.

The Client acknowledges and agrees that the pricing of services reflects this limitation of liability and that higher liability coverage would require separate written agreement and additional fees.

9. DAMAGE CLAIMS

All claims for loss or damage must be submitted in writing within twenty-four (24) hours of service completion.

Claims submitted after this period shall be deemed invalid and automatically rejected.

The Client must provide sufficient evidence to support any claim, including but not limited to:

- Photographs or video documentation
- Description of the alleged damage
- Proof of ownership and value

The Service Provider reserves the right to:

- Inspect the Site and the alleged damage
- Request additional documentation or information
- Determine, at its sole discretion, whether the claim is valid

No claim shall be accepted without verification by the Service Provider.

Any approved claim shall be limited to the lesser of:

- The cost of repair or replacement of the damaged item, or
- The total amount paid by the Client for the specific service

The Service Provider shall not be responsible for:

- Pre-existing damage
- Normal wear and tear
- Hidden defects
- Items not disclosed prior to service
- Items that are fragile, improperly secured, or of extraordinary value unless previously declared in writing

The Client agrees not to undertake any repairs, replacements, or third-party work related to a claim without prior written authorization from the Service Provider.

Failure to comply with these procedures shall result in the denial of the claim.

10. DISPOSAL & ENVIRONMENTAL RESPONSIBILITY

The Service Provider shall handle the removal and disposal of materials in accordance with applicable local regulations, industry standards, and operational practices.

The Service Provider reserves the right, at its sole discretion, to determine the appropriate method of handling, transporting, recycling, or disposing of any materials collected during the provision of services.

The Client acknowledges and agrees that:

- The Service Provider does not assume ownership of removed materials unless otherwise agreed
- The Service Provider is not responsible for the retention, storage, or return of any removed items
- All items designated for removal will be considered unwanted and may be disposed of, recycled, or donated at the discretion of the Service Provider

The Client is solely responsible for identifying and removing any items of value, importance, or sensitivity prior to the commencement of services.

The Service Provider shall not be liable for the loss of any items that were included in the materials designated for removal.

If hazardous, restricted, or regulated materials are identified, the Service Provider reserves the right to:

- Refuse removal of such materials
- Require specialized handling or third-party services
- Apply additional charges

The Client agrees to be responsible for any additional costs associated with the proper handling or disposal of such materials.

The Service Provider shall not be held liable for any environmental or regulatory issues arising from materials provided or designated for removal by the Client.

11. FORCE MAJEURE

The Service Provider shall not be liable for any delay, interruption, or failure to perform its obligations where such delay or failure results from events beyond its reasonable control.

Such events may include, but are not limited to:

- Severe weather conditions (including snow, storms, or extreme temperatures)
- Natural disasters
- Accidents or equipment failure
- Labor shortages or workforce unavailability

- Transportation delays
- Government actions, regulations, or restrictions
- Utility interruptions or site-related issues

In the event of a Force Majeure situation, the Service Provider reserves the right to:

- Reschedule services within a reasonable timeframe
- Suspend or delay services without penalty
- Modify service timelines as necessary

The Service Provider shall not be responsible for any costs, damages, or losses incurred by the Client as a result of such delays or interruptions.

The Client acknowledges that operational schedules may be affected by factors outside the Service Provider's control and agrees to reasonable adjustments under such circumstances.

12. NON-SOLICITATION

The Client agrees that, during the term of the services and for a period of six (6) months following the completion or termination of services, they shall not, directly or indirectly:

- Solicit, hire, employ, or engage any employee, contractor, or representative of the Service Provider
- Attempt to induce or encourage any employee or contractor to leave the Service Provider
- Engage any individual previously employed or contracted by the Service Provider for similar services

In the event of a breach of this clause, the Client agrees to pay a recruitment and training fee equivalent to the greater of:

- Three (3) months of the employee's estimated compensation, or
- A fixed fee determined by the Service Provider based on replacement and training costs

This clause is intended to protect the Service Provider's investment in recruitment, training, and operational stability.

The Client acknowledges that this provision is reasonable and necessary to protect the legitimate business interests of the Service Provider.

13. SITE DOCUMENTATION

The Service Provider reserves the right to document the Site and services performed through photographs

14. GOVERNING LAW

These Terms & Conditions, and any services provided by the Service Provider, shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick and the applicable federal laws of Canada.

The parties agree that any disputes, claims, or legal proceedings arising out of or relating to these Terms, the Services, or any related agreement shall be brought exclusively within the Province of New Brunswick.

The Client expressly submits to the exclusive jurisdiction of the courts of New Brunswick.

The application of any other jurisdiction or conflict of laws rules is expressly excluded.

15. ENTIRE AGREEMENT

These Terms & Conditions, together with the Service Agreement, approved quotation, and any written addenda, constitute the entire agreement between the Client and the Service Provider.

This Agreement supersedes all prior negotiations, discussions, representations, or agreements, whether written or oral, relating to the subject matter herein.

The Client acknowledges that they have not relied on any statements, promises, or representations not expressly set out in these Terms or in the related Service Agreement.

No amendment, modification, or variation of these Terms shall be valid unless made in writing and signed or expressly accepted by both parties.

16. SEVERABILITY

If any provision of these Terms & Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement.

The remaining provisions shall continue in full force and effect and shall not be affected, impaired, or invalidated.

The parties agree that any invalid or unenforceable provision shall be interpreted or modified to the extent necessary to make it enforceable while preserving its original intent as closely as possible.

17. WAIVER

No failure or delay by the Service Provider in exercising any right, power, or remedy under these Terms & Conditions shall operate as a waiver of that right, power, or remedy.

Any waiver of any provision of these Terms must be made expressly in writing and shall apply only to the specific instance identified.

A waiver of any breach or default shall not constitute a waiver of any subsequent or future breach or default.

The rights and remedies of the Service Provider under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

18. AMENDMENTS

The Service Provider reserves the right to update, modify, or amend these Terms & Conditions from time to time.

Any updated version of the Terms shall become effective upon being made available to the Client, including but not limited to publication on the Service Provider's website or inclusion in service documentation.

For ongoing or recurring services, the Client will be notified of any material changes, and continued use of services after such notification shall constitute acceptance of the updated Terms.

No modification or amendment to these Terms by the Client shall be valid unless expressly agreed to in writing by the Service Provider.

19. ASSIGNMENT

The Client may not assign, transfer, delegate, or otherwise dispose of any of its rights or obligations under these Terms & Conditions without the prior written consent of the Service Provider.

The Service Provider may assign, transfer, or subcontract its rights and obligations under these Terms & Conditions, in whole or in part, at its sole discretion, including as part of business operations, restructuring, or growth.

Any attempted assignment by the Client without prior written consent shall be deemed null and void.

These Terms & Conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

20. ACCEPTANCE

By accepting a quotation, signing a Service Agreement, booking a service, or permitting the Service Provider to commence work, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms & Conditions.

Acceptance of these Terms may be established through written agreement, electronic confirmation, or conduct, including but not limited to approval of a quote, email confirmation, or use of services.

These Terms & Conditions shall be deemed incorporated into and form part of any Service Agreement, quotation, or service arrangement between the Client and the Service Provider.

If the Client does not agree to these Terms & Conditions, the Service Provider reserves the right to refuse or discontinue services.

The Client further acknowledges that it is their responsibility to review these Terms prior to engaging the Service Provider.