

Micronclean

TSA Workwear Code of Clarity vs
Micronclean Standard Garment Terms and Conditions

The Textile Services Association (TSA) has recently published its Workwear Code of Conduct (WCoC) which outlines a set of fair contract principles for all workwear contracts.



1 - Every garment rented under the contract will be issued to the customer at a starting value. The starting value is calculated as the cost price of the garment to the supplier plus a set percentage to cover the suppliers cost of putting the garment into service.

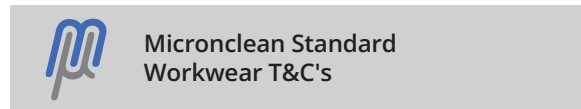
2 - Garments will be depreciated evenly over the contract period to £0. Depreciation will commence when the garment goes into service.

3 - The workwear supplier will issue a table with the contract showing for each garment style the residual value of a garment at periods (usually weekly or monthly) from the date of issue of the garment to the end of the depreciation period and an illustration of any other contract termination costs which could be incurred.

4 - If a garment is removed from service at a customer before it is fully depreciated, the workwear supplier will normally charge the customer the residual value of the garment. Reasons for garment removal which would trigger a residual value charge include the following:

- a. Damage to the garment by the customer
- b. Return of a garment that is no longer required by the customer (for example when a wearer leaves)
- c. Loss of the garment
- d. Contract termination
- e. If deemed unfit for purpose by the supplier and beyond economic repair

Micronclean is an active member of the TSA, has signed up the WCoC and already incorporates all of its recommendations in our standard workwear terms and conditions as detailed below;



1 - Clause 9 states that initial Residual Values are the purchase cost of the garment for Micronclean increased by 50% to cover the costs of putting the garment in to service.

2 - Clause 9 states how to calculate Residual Values if garments are to be withdrawn, meaning that if a garment gets to the end of its contracted duration, there will be £0 Residual Values left on that garment.

3 - The pricing table of Schedule 1 shows additional columns for starting Residual Values per product code and subsequent break points of depreciating Residual Values until the contracted amount of weeks, showing £0.

4 - Clause 10 explains Micronclean's replacement policy as below:

- a. Micronclean will assess garments against quality standards and if a garment becomes unsuitable for further use Micronclean shall be entitled to replace the garment and to charge the Customer a sum calculated in accordance with Clause 9.
- b. If a garment does not withstand the rigors of normal industrial laundering by Micronclean, or normal fair wear and tear by the Customer, where the garment is worn for the activities disclosed by the customer at the time of signing this contract.
- c. Any loss of garments whilst in the Customer's possession will be charged for in accordance with clause 9 and Micronclean will be entitled to replace the garment.
- d. Micronclean will repair garments free of charge where economically viable. In the case of malicious damage or miss-use, Micronclean reserves the right to charge for repairs.
- e. The Customer may request Micronclean to stop replacing garments. To avoid the quality of the garment stock significantly deteriorating such a stop on replacement may be in place for a maximum of three months.
- f. No new orders for garments will be placed by Micronclean after receipt of a notice to terminate. Garments ordered prior to such notice being received may be installed or alternatively charged for in accordance with clause 9.d.

If Micronclean charge the Residual Value of a garment all the details of that garment and its replacement reason will be documented on the invoice.



5 - If the workwear supplier rents a garment that will not withstand the rigors of normal industrial laundering by that supplier, or normal fair wear and tear by the customer in an environment and in an application which has been explicitly specified by the customer then replacement of scrapped garments should not trigger a residual value charge provided that the customer has taken all reasonable steps to alert the supplier of any foreseeable hazards in application.

6 - Garments remain at all times the property of the workwear supplier.

7 - Workwear suppliers may make a non-return charge for any garments that are not returned on contract termination. The basis of valuing a non-return charge must be explicitly stated in the contract. If the supplier does not make a non-return charge, this must be stated in the contract for clarity.



5 - Clause 10.b states - If a garment does not withstand the rigors of normal industrial laundering by Micronclean, or normal fair wear and tear by the Customer, where the garment is worn for the activities disclosed by that customer at the time of signing this contract, then replacement of the garment will not trigger a charge under Clause 9. For the avoidance of doubt normal fair wear and tear does not cover damage due to welding, chemicals, abnormal abrasion, fire etc.

6 - Clause 6a confirms that garments supplied are at all times owned by Micronclean.

7 - Clause 9 covers non-return charges as follows:

- 9.e In the event a garment is not returned to Micronclean on termination of all or part of this Agreement a non-return charge of £5 per garment may be levied by Micronclean in addition to the Residual Value calculated in accordance with this clause 9.
- 9.f If Micronclean hold a stock of logo badges for the customer at the time of termination, Micronclean will be able charge the customer for such badges at cost.
- 9.g Micronclean uses a range of reusable delivery containers including plastic containers, 'Web-knot' bags and cages. These items remain the property of Micronclean and need to be returned promptly. Micronclean reserve the right to levy a non-return charge for any item not returned to Micronclean.
- 9.h Micronclean are able to make temporary supplies to meet customers extraordinary needs. Micronclean reserve the right to charge a non-return fee for these products equivalent to the Residual Value of those items.



8 - The contract will remain in force for an indefinite period of time after the agreed minimum contract period and can then be cancelled by the customer at any time subject to a notice period. The minimum contract term and minimum notice period must be explicitly stated in the contract.

9 - Many workwear suppliers quality inspect each garments when laundered. If the quality is sub-standard these will be replaced with a new one. Quality arrangement should be agreed with the customer. New replacement garments will enter service at the starting value and be depreciated in the normal way.

10 - The customer can ask the supplier to make a stop on replacements, this must be in writing. This is often done by customers when they wish to make a competitive analysis, and prevents residual values from increasing in the contract while the analysis is completed.

11 - If a supplier stops making garment replacements for an extended period of time, it is likely that the quality of the garment stock will significantly deteriorate. The workwear supplier may therefore set a maximum time period for which it will suspend garment replacements. If this is the case, the maximum time period must be stated in the contract.

12 - Upon request from the customer, the workwear supplier will provide a statement of the current residual value of the garments covered by the contract, and a projection for a future date assuming no new garment issues.

13 - If any other charges are to be levied at contract termination, these must be explicitly stated in the contract



8 - The minimum contract term is covered under clause 1.c which states that each garment including replacement garments supplied in accordance with the Agreement are supplied individually for a minimum term of normally 156 weeks ("the Minimum Term") from the date of first delivery of that garment to the Customer and shall continue until the garment becomes in the opinion of Micronclean unsuitable for further use and Micronclean will replace or renew such garments as it deems necessary. Clause 8.a covers cancellation – stating that the agreement may be terminated at any time by not less than three whole calendar months' notice in writing given by either party and such notice shall expire on the last day of a calendar month.

9 - Clause 10.a covers quality inspection stating that Micronclean will assess garments against quality standards and if a garment becomes unsuitable for further use Micronclean shall be entitled to replace the garment and to charge the Customer a sum calculated in accordance with Clause 9.

10 - Clause 10.e covers stop on replacements. This states that the Customer may request Micronclean to stop replacing garments. To avoid the quality of the garment stock significantly deteriorating such a stop on replacement may be in place for a maximum of three months.

11 - This is covered in point 10 above.

12 - Clause 9.c covers this showing that the initial residual value of a garment and the Residual Value remaining in a garment will be provided by Micronclean within 14 days of a written request by the Customer.

13 - This is covered in point 7 above.



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