



## LINENS & DISPOSAL SERVICES

### **LINENS & DISPOSAL SERVICES MASTER AGREEMENT (“Agreement”)**

**between The Governing Council of The Salvation Army in Canada  
on behalf of The Salvation Army Gateway Linens & Disposal Services  
and the Customer (defined below)**

Gateway Linens & Disposal Services is an employment retraining program that provides laundry and disposal services on a fee-for service basis to community partners who wish to support the provision of employment retraining and other supports to Salvation Army Gateway Linens & Disposal Services program participants.

The Customer wishes to engage The Salvation Army Gateway Linens & Disposal Services to provide Laundry and/or Disposal Services as defined below.

The Governing Council of The Salvation Army in Canada (“The Governing Council”) is the legal entity that has authority to bind The Salvation Army and all of its facilities and programs in Canada. The terms and conditions of this Linens and Disposal Services Master Agreement and the standard terms of the accompanying Statement of Work (“SOW”) have been agreed to by The Governing Council.

For the sake of simplicity in this Agreement, The Governing Council and Gateway Linens & Disposal Services are collectively referred to as “GL&DS.”

By clicking “I **Accept**” where indicated, the Customer agrees to be bound by the terms and conditions of this Linens and Disposal Services Master Agreement and of any SOW entered into under it.

#### **1. Definitions**

In this Agreement, the following terms have the following meanings:

- a) **Customer** means the community partner who engages GL&DS to provide Laundry Services and/or Disposal Services under this Agreement.
- b) **Customer Location** means the address specified by the Customer in the SOW for the purpose of picking up and dropping off Linens or for the purpose of picking up items for disposal.
- c) **Disposal Services** means the pick-up of items for disposal at the Customer’s Location and the delivery of such items to the licensed environmental services disposal site.
- d) **Effective Date** means the date this Agreement is agreed to by the Customer by clicking “I **Accept**” on the Gateway website.

- e) **Fees** means all fees, charges and other amounts set out in the applicable SOW, together with all goods and services tax or harmonized sales tax, as the case may be.
- f) **Laundry Services** means GL&DS will pick up Linens from the Customer's Location, sort, wash, dry, inspect, package and drop off Linens at the Customer's Location.
- g) **Linens** means sheets, pillow cases, blankets, mattress covers, curtains, towels, facecloths, table cloths, housecoats, aprons, lab coats, mats and such other items as the Customer may provide and GL&DS wash and dry from time to time.
- h) **Term** means the period beginning on the Effective Date and ending on the date this Agreement is terminated in writing by either party.

## 2. **Services**

2.1 GL&DS agrees to provide Laundry Services or Disposal Services during the Term of this Agreement as set out more specifically in each SOW.

2.2 All services must be requested through a SOW, to be signed by an authorized representative of the Customer.

2.3 Each SOW will become part of this Agreement and will be binding on both parties.

## 3. **Service Level Commitments and Limitations**

### 3.1 **Laundry Services**

When receiving or providing Laundry Services GL&DS agrees to:

- a) sort, wash, dry and inspect each Customer's Linens separately. It will not mix other Customers' Linens in the same load;
- b) use its best efforts to accommodate any special requests or special instructions provided by the Customer in the applicable SOW. Where such requests or instructions cannot be accommodated, GL&DS will inform the Customer by email.
- c) use its best efforts to provide high quality services at all times. Despite this, GL&DS:
  - a. may not be able to guarantee the removal of all stains from Linens;
  - b. is not responsible for Linens that become discoloured, shrink or otherwise change as a result of normal washing and drying; and
  - c. is not responsible for any personal on non-washable items mixed with the Linens at the time of pick-up from the Customer Location.

### 3.2 **Disposal Services**

When providing Disposal Services GL&DS agrees to:

- (a) use its best efforts to ensure that all items for disposal are removed from the Customer Location. Despite this, GL&DS may not be able to guarantee completion of the services outlined

in the SOW if the Customer Location is not adequately accessible by the GL&DS utility trailer and/or vehicle; and

- (b) use its best efforts to ensure the Customer Location is left in good condition and undamaged by GL&DS vehicles/equipment.

#### **4. Fees**

4.1 The Customer shall pay GL&DS the Fees set out in the applicable SOW.

4.2 The Fees shall be paid within 30 calendar days of delivery of the Linens to the Customer Location or delivery of items for disposal to the licensed environmental services disposal site.

4.3 For the purpose of calculating the Fees payable:

- a) for Laundry Services, GL&DS shall produce a “delivery slip” with each delivery to the Customer Location, which confirms the total weight and quantity of Linens cleaned;
- b) for Disposal Services, GL&DS shall obtain a copy of the disposal site weighmaster ticket following each delivery to the licensed environmental services disposal site, which confirms the total weight of items disposed of.

#### **5. Term and Termination**

5.1 Either party may terminate this Agreement at any time on 60 calendar days’ written notice to the other. Notice to GL&DS shall be sent via email to the email address set out in the first SOW entered into under this Agreement. Notice to the Customer shall be sent to the (email/ mailing address) set out in the first SOW entered into under this Agreement.

5.2 If the Customer fails to pay for Laundry or Disposal Services within 30 days of the date the invoice for such services is issued by GL&DS, GL&DS may temporarily suspend the provision of services to the Customer until such time as the invoice is paid.

5.3 If the Customer fails to pay for Laundry or Disposal Services within 45 days of the date the invoice for such services was issued by GL&DS, GL&DS may immediately terminate this Agreement by sending written notice to the Customer via email.

5.4 Termination by GL&DS does not relieve the Customer of its obligations under this Agreement.

#### **6. Limitation of Liability**

6.1 GL&DS’s liability under this Agreement shall be limited to general monetary damages equal to the lesser of:

- (a) the amount of the most recent invoice issued to the Customer by GL&DS for services provided under this Agreement; or

(b) the cost to replace Linens at the rates specified in the Price List provided upon request by the Customer.

6.2 GL&DS shall not be liable or responsible for any consequential, special, indirect, incidental or punitive loss or damages howsoever caused and whether or not GL&DS knew or ought to have known of the likelihood of any such loss or damages.

**7. Entire Agreement and Amendments**

7.1 This Linens and Disposal Services Master Agreement and each SOW entered into under it constitute the entire agreement between the parties.

7.2 With the exception of those terms set out in the SOW, this Agreement may not be modified except by mutual agreement in writing to be signed by the Customer's authorized representative and The Governing Council of The Salvation Army in Canada.

By clicking "I **Accept**" the Customer agrees to be bound by the terms and conditions of this Agreement as of the date on which the Customer clicks "I **Accept**."