

#### The Services

1. The Services shall be as specified in the schedule which shall form part of this Agreement. The company will on reasonable written request from the Subscriber provide a copy of this schedule.

#### The Company's responsibilities

2. The Company shall provide the Services with all reasonable care and skill. Any times or dates agreed by the company shall be estimates only and shall not be of the essence of this Agreement.

#### The Subscribers responsibilities

3. The Subscriber shall:
  - 3.1 allow the company such full, safe and uninterrupted access as the company requires to provide the Services and the Subscriber hereby acknowledges that the company shall have no liability whatsoever should it be prevented from providing the Services due to the Subscriber's failure to comply with this clause 3.1.1;
  - 3.1.1 provide the company with such access equipment (maintained in a safe condition by the Subscriber) as the company shall require to provide the Services at the relevant Premises; and
  - 3.1.2 co-operate with the company in performing the Services and provide any assistance or information as may reasonably be required by the company.
  - 3.1.3 The Subscriber shall indemnify the company against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against the company as a result of the Subscriber's breach of this Agreement or any negligent or wrongful act of the Subscriber, its officers, employees, contractors or agents.
- The Subscriber shall not:
  - 3.2 for the duration of this Agreement attempt to repair or maintain or interfere with the Equipment, or suffer or allow any third party to do so other than with the company's prior written consent; and
  - 3.2.1 for the duration of this Agreement, and for a period of 6 months following termination, directly or indirectly induce or attempt to induce any employee of the company who has been engaged in the provision, receipt, review or management of the Services or otherwise in connection with this Agreement to leave the employment of the company.

#### Termination

4. The company may, without prejudice to its other rights or remedies, terminate this Agreement immediately by notice if the Subscriber:
  - 4.1 is in material or persistent breach of any of its or its obligations under this Agreement and either that breach is incapable of remedy, or the Subscriber has failed to remedy that breach within 30 days after receiving written notice requiring it to do so; or
  - 4.1.2 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or
  - 4.1.3 fails to pay any sum due under this Agreement within 14 days of the due date.

#### Consequences of Termination

5. On expiry or termination of this Agreement:
  - 5.1.1 the Subscriber's right to receive the Services shall cease automatically;
  - 5.1.2 all amounts due from the Subscriber under this Agreement shall be paid immediately by the Subscriber.

#### The Term and Charges

6. The contract runs for an initial fixed period of 1 year (the "Initial Period") and continues under this Agreement from year to year until terminated by either Tecserv or the Subscriber on no less than 3 months' prior written notice to the other to expire at the end of the then current year.
  - 6.1.1 Cancellation of the services by the subscriber within the "initial period" may incur a 7.5% charge of the remaining contract value.
7. All maintenance agreements are payable in advance; monitoring must be paid for annually in advance. At the discretion of the company, extinguisher testing maybe subject to post pay where exact quantities are unknown. All prices exclude consumables unless otherwise stated.

Bronze We charge an attendance fee, a price to service each extinguisher, a charge to supply/fit any parts and a charge for any replacement extinguisher required.

Silver; We charge an attendance fee, a charge for any replacement extinguishers required and a fixed fee to service each extinguisher, which includes for any parts required to maintain the equipment to current British standards.

Gold; all inclusive - We charge an attendance fee and a fixed price to service each extinguisher, which also includes for replacing any unserviceable extinguishers.

**NB: Silver and Gold agreements are taken on the understanding that the equipment has been regularly maintained by a competent contractor to the relevant British Standards. Should this not be the case, Tecserv UK reserve the right to perform the service based on the Bronze Option. Refilling and discharge testing is performed on a Service Exchange basis only.**
8. The company shall be entitled to increase the Charges as from each anniversary of the date of this Agreement. However in all instances, a minimum invoice value of £50 is applicable.
9. If the Subscriber fails to pay any amount payable by it under this Agreement, the company shall be entitled, but not obliged, to charge the Subscriber interest on the overdue amount, payable by the Subscriber forthwith on demand, from the due date up to the date of actual payment, after, as well as before judgment, at the rate of 6% per annum above the base rate of the Bank of England. Such interest shall accrue on a daily basis and be compounded quarterly. The company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
10. The cost of any reinstatement or redecoration made necessary by the installation, inspection, testing, adjustment, alteration or removal of the apparatus shall be paid by the Subscriber.

#### Limitation of Liability

11. This condition 11 sets out the entire financial liability of the company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Subscriber in respect of any breach of this Agreement.
12. The company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance of its obligation under this Agreement shall be limited to the amount recoverable from the company's insurers. The company warrants that it has public liability insurance in the sum of £5,000,000. The company will on reasonable written request from the Subscriber provide a copy of the certificate of insurance to the Subscriber.

#### General

13. The company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
  - 13.1 Any and all parts supplied remain the sole property of the company until full payment is received.
  - 13.2 This Agreement, and any dispute or claim arising out of or in connection with it 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. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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