

DATED _____

(1) <<Insert name of Service Provider>>

(2) <<Insert name of Landlord>>

SERVICE CONTRACT BETWEEN LANDLORD AND SERVICE PROVIDER

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Service Provider>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Service Provider") and
- (2) <<Name of Landlord>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Landlord")

WHEREAS:

- (1) The Service Provider provides <<insert nature of services>> services to property owners and occupiers. The Service Provider has reasonable skill, knowledge and experience in that field.
- (2) The Landlord wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Landlord, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Additional Fees"	means the Service Provider's fees as notified to the Landlord from time to time for providing any additional services at the request of the Landlord;
"Basic Fees"	means the fee per Property set out in Schedule 1 or otherwise agreed between the parties for providing the level of service specified in Schedule 1;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
"Commencement Date"	means the date on which provision of the Services shall commence, as set out in sub-Clause 10.1;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Fees”

“Products”

“Properties”

“Services”

“Term”

1.2 Unless the context otherwise requires, the following definitions shall apply in this Agreement to:

1.2.1 “writing”, and any other form of communication effected in writing, including electronic communication by any means, including facsimile transmission or other electronic means;

1.2.2 a statute or a provision of law, as amended or as varied from time to time;

1.2.3 “this Agreement” is the Agreement and each of the Schedules as amended or as varied from time to time;

1.2.4 a Schedule is a schedule or Schedules as amended or as varied from time to time;

1.2.5 a Clause or paragraph of this Agreement (other than the Schedules) as amended or as varied from time to time;

1.2.6 a “Party” or the “Parties” are the parties to this Agreement.

1.3 The headings used in this Agreement shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include companies and corporations.

2. **Provision of the Services**

2.1 With effect from the Commencement Date, the Service Provider shall provide the Services at the Properties.

2.2 The Service Provider shall provide the Services with reasonable skill and care, in accordance with the standards of practice and <<insert sector/industry>> relevant to Services>> sector.

2.3 The Service Provider shall comply with all reasonable instructions given to it by the Landlord provided that such instructions are compatible with the specification of Services provided in the Agreement.

2.4 The Service Provider shall be responsible for ensuring that it complies with all applicable laws and regulations.

basic Fees and the cost of any Products;

by the Service Provider of the Services;

ned by the Landlord as varied from time to time [see 2.7], and “Property” accordingly;

provided by the Service Provider in Schedule 1[, as varied from time to time with Clause 2.6]; and

Agreement as set out in

in this Agreement to:

cludes a reference to any form of communication, including facsimile transmission or other electronic means;

ference to that statute or provision as amended or as varied from time to time;

reement and each of the Schedules as amended or as varied from time to time;

and

Clause of this Agreement (other than the Schedules) as amended or as varied from time to time;

to this Agreement.

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all reasonable instructions given to it by the Landlord provided that such instructions are compatible with the specification of Services provided in the Agreement.

ng that it complies with all applicable laws and regulations.

- statutes, regulations, byelaws and other rules relevant to the provision of the Services.
- 2.5 If any Products are to be supplied in the provision of the Services the Service Provider will obtain the best price available before procuring Products whose cost exceeds £<<insert>> and any cost below that cost shall be borne by the Landlord. The cost of Products procured as required by the Landlord in the course of providing the Services and shall be reflected in the Basic Fees payable to the Landlord.
- 2.6 [The Service Provider shall endeavour to accommodate any reasonable changes in the number of Properties requested by the Landlord, subject to the Landlord's acceptance of any related reasonable costs.]
- 2.7 [The Service Provider shall endeavour to accommodate any request made by the Landlord to add to or remove a property from the list of Properties included in the Basic Fees. The Landlord's acceptance of any related reasonable costs shall not be required to agree to the number of Properties being less than <<insert>> or greater than <<insert>>.]
- 2.8 The Service Provider may, at its discretion, offer to provide additional services to the Landlord, outside the level of service specified in Schedule 1. The Service Provider shall charge Additional Fees for such services.
3. **Landlord's Obligations**
- 3.1 The Landlord shall use all reasonable endeavours to provide all pertinent information to the Service Provider for the provision of the Services.
- 3.2 The Landlord may, from time to time, give reasonable instructions to the Service Provider in relation to the provision of the Services. Any such instructions shall be in writing and shall conform with the specification of the Services provided in Schedule 1.
- 3.3 In the event that the Service Provider requires a decision, approval, consent or any other communication from the Landlord in order to continue with the provision of the Services on any given day or time, the Landlord shall provide the same in a reasonable time.
- 3.4 If any consents, licences or approvals are needed from any third parties such as landlords, local authorities or similar, it shall be the Landlord's responsibility to obtain the same in advance of the provision of the Services (or as soon as practicable thereafter).
- 3.5 The Landlord shall ensure that the Service Provider has access to premises as required in order to provide the Services. The terms of access shall be agreed between the Landlord and the Service Provider.
- 3.6 Any delay in the provision of the Services or delay in complying with any of the obligations of this Clause 3 shall not be the responsibility or fault of the Service Provider.
4. **Cancellation of Visits**
- 4.1 The Landlord must give the Service Provider at least <<insert period e.g. 5

- Business Days>> notice if the Service Provider is not to provide the Services on a particular day. If less than <<insert number of Business Days>> notice is given, the Service Provider shall incur the normal rate.
- 4.2 The Service Provider will not be required to provide the Services on a particular day if the Service Provider is not provided such notice <<insert number of Business Days>> notice is given at the normal rate.
5. **Fees, Payment and Records**
- 5.1 The Landlord shall pay the Service Provider in accordance with the provisions of this Clause.
- 5.2 The Service Provider shall be paid for Fees due on a [weekly][monthly][quarterly] basis.
- 5.3 All payments required to be made pursuant to this Agreement by either Party shall be made within <<insert number of days>> of receipt by that Party of the relevant invoice.
- 5.4 All payments required to be made pursuant to this Agreement by either Party shall be made in <<insert currency>> to such bank in <<insert location>> as the receiving Party nominates, without any set-off, withholding or deduction, and the receiving Party is required to deduct or pay any amount (if any) of tax as that Party is required to deduct or pay.
- 5.5 Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.
- 5.6 Without prejudice to sub-Clause 5.3, any sums which remain unpaid following the expiry of the period specified in Clause 5.3 shall incur interest on a daily basis at <<insert rate>> from time to time the base rate of <<insert name of bank>> from time to time made in full of any such outstanding sums.
- 5.7 Each Party shall:
- 5.7.1 keep, or procure the other Party to keep, such records and books of account as are necessary for the proper conduct of the business pursuant to this Agreement, and to allow that Party or its agent to inspect those records and books of account and, to the extent necessary, to take copies of them;
- 5.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent necessary, to take copies of them;
- 5.7.3 within <<insert period>>, obtain at its own expense a certificate as to the accuracy of the records and books of account maintained by that Party pursuant to this Agreement during the period specified in the certificate.
6. **Liability, Indemnity and Insurance**
- 6.1 The Service Provider shall maintain at all times suitable and valid insurance that shall include <<insert details>>.
- 6.2 In the event that the Service Provider performs the Services with reasonable care and skill in accordance with the Agreement and all necessary remedial action at no additional cost to the Landlord.
- 6.3 The Service Provider's total liability shall be limited to the amount of damage caused as a result of the Services performed by the Service Provider.

- of its negligence or breach of contract shall be limited to £<<insert sum>>.
- 6.4 The Service Provider shall not be liable for any loss or damage suffered by the Landlord that results from the Landlord failing to follow any reasonable instructions given by the Service Provider.
- 6.5 Nothing in this Agreement shall limit the Service Provider's liability for death or personal injury.
- 6.6 Subject to sub-Clause 6.3, the Landlord shall indemnify the Landlord against any costs, liability, damages or losses in proceedings arising out of the Service Provider's breach of contract.
- 6.7 The Landlord shall indemnify the Landlord against any costs, liability, damages, loss, claims or proceedings in loss or damage to any equipment (including that of the Landlord) or parties appointed by the Service Provider caused by the Service Provider's breach of contract.
- 6.8 Neither Party shall be liable for any loss or damage suffered by the other Party due to any failure to perform, any breach of contract or any cause beyond the control of that Party's reasonable control.
7. **[Guarantee]**
- 7.1 The Service Provider guarantees the quality of all Services provided shall be free from any and all defects for a period of <<insert period e.g. 12 months>> following completion of the Services.
- 7.2 If any defects in the product or service appear during the guarantee period set out in sub-Clause 7.1, the Service Provider shall rectify any and all such defects at no cost to the Landlord.
8. **Confidentiality**
- 8.1 Each Party undertakes that it shall not disclose any Confidential Information by sub-Clause 8.2 or as authorised in writing by the other Party at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its termination:
- 8.1.1 keep confidential all Confidential Information;
- 8.1.2 not disclose any Confidential Information to any other party;
- 8.1.3 not use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement;
- 8.1.4 not make any copies of Confidential Information or part with possession of Confidential Information;
- 8.1.5 ensure that none of its employees, agents, sub-contractors or advisers would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 above.
- 8.2 Either Party may:
- 8.2.1 disclose any Confidential Information to:
- 8.2.1.1 any sub-contractor of the Service Provider;

8.2.1.2 any governm

regulatory body; or

8.2.1.3 any employee
aforementioned

Party or of any of the
dies;

to such extent only as is necessary for the performance of this Agreement (including the provision of the Services), or as required by law, to inform the person, or persons, to whom the Confidential Information is disclosed. The Confidential Information is confidential under such body of law (including the law of the State of New York) and such body) obtaining and/or disclosing the Confidential Information in violation of confidentiality undertakings. The Confidential Information should be as nearly as possible kept confidential and should be kept the Confidential Information for the purposes for which the Confidential Information was disclosed.

purposes contemplated by Clause 7, to, the provision of the Confidential Information in this case that Party shall first undertake the obligation that the Confidential Information is not to be disclosed to any employee or officer of any other Party a written question. Such undertaking shall be subject to the terms of this Clause 8, to ensure that it is not used and to use it only for the purposes

8.2.2 use any Confidential Information of or other person, to the benefit of, or at any time after the termination or fault of that Party. It shall not disclose any part of the Confidential Information or knowledge.

pose, or disclose it to any
e date of this Agreement,
lic knowledge through no
disclosure, that Party must
ormation that is not public

8.3 The provisions of this Clause shall prevail over the provisions of the General Terms and Conditions, notwithstanding the terms of the General Terms and Conditions.

in accordance with their
ment for any reason.

9. Force Majeure

9.1 No Party to this Agreement shall be liable for its failure to perform its obligations where such failure is caused by an event beyond the reasonable control of the Party, limited to: power failure, internet failure, strike, civil unrest, fire, flood, storms, war, terrorism, governmental action or any other event beyond the control in question.

...ure or delay in performing
...s from any cause that is
...auses include, but are not
...ure, industrial action, civil
...terrorism, acts of war,
...nd the control of the Party

9.2 [In the event that a Party to this Agreement terminates this Agreement hereunder as a result of force majeure, the other Party shall provide written notice at the end of the term of the Agreement. The Parties shall agree upon a mutually acceptable period of time provided up to the date of termination of the Agreement, and any prior contractual commitments shall survive the termination of this Agreement.]

perform their obligations
 inuous period of <<insert
 terminate this Agreement by
 t of such termination, the
 payment for all Services
 ent shall take into account
 iance on the performance

10. Term and Termination

10.1 This Agreement shall come into effect on the date of the signing of this Agreement and shall continue for a Term of five (5) years, unless terminated or renewed in accordance with the provisions of this Clause 10.

Commencement Date>>
from that date, subject to the

10.2 Either Party shall have the right to terminate this Agreement at any time without cause, without liability to the other Party and exercisable by giving the other Party written notice to the other Party in accordance with the provisions in sub-Clause 10.1 (or any other applicable provisions).

ement and consent of the
<<insert notice period>>
piry of the Term specified
this Agreement has been

- extended pursuant to this Agreement for a further period of <<insert period>>.
- 10.3 Either Party may terminate this Agreement to the other not less than <<insert notice period>> weeks or at any time after <<insert minimum term of agreement>>.
- 10.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 10.4.1 any sum owing to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the date of the breach;
- 10.4.2 the other Party commits a breach of any of the provisions of this Agreement and, after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 10.4.3 an encumbrancer takes possession of the property or assets of that other Party;
- 10.4.4 the other Party makes an arrangement with its creditors or, where the other Party is a company, a receiver or administrator order (within the meaning of the Insolvency Act 1986) is made in respect of the property or assets of that other Party;
- 10.4.5 the other Party, being a company, has a bankruptcy order made against it or, being a company, is placed into liquidation (except for the purposes of bona fide reconstruction and in such a manner that the company effectively agrees to be bound by or assume the obligations of this Agreement);
- 10.4.6 anything analogous to any of the above occurs in any other jurisdiction;
- 10.4.7 that other Party ceases to carry on business; or
- 10.4.8 control of that other Party is taken over by any person or connected person on the date of this Agreement. For the purposes of this clause 10, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1125 of the Corporation Tax Act 2010.
- 10.5 For the purposes of sub-Clause 10.4, the other Party shall be considered capable of remedy if the Party in breach is capable of remedy in all respects.
- 10.6 The rights to terminate this Agreement shall not prejudice any other right or remedy available in respect of the breach concerned (if any) or any other breach of this Agreement.

11. Effects of Termination

Upon the termination of this Agreement:

- 11.1 any sum owing by either Party under any of the provisions of this Agreement shall become immediately due and payable;

- 11.2 all Clauses which, either expressly or by implication, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 11.3 termination shall not affect or limit the right of either Party to claim damages or other remedy in respect of the event giving rise to the termination or any other right or remedy which any Party may have in respect of any claim or remedy which existed at or before the date of termination;
- 11.4 subject as provided in this Clause, neither Party shall be liable to the other in respect of any accrued rights or obligations to the other; and
- 11.5 each Party shall (except to the extent otherwise provided in Clause 8) immediately cease to use, either directly or indirectly, Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record Confidential Information.
12. **No Waiver**
- No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver of the rights of either Party of a breach of any provision of this Agreement or a waiver of any subsequent breach of the same or any other provision of this Agreement.
13. **Further Assurance**
- Each Party shall execute and do all such acts and execute documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.
14. **Costs**
- Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of this Agreement.
15. **Set-Off**
- Neither Party shall be entitled to set off or deduct any sums received in respect of this Agreement or any other agreement at any time.
16. **Assignment and Sub-Contracting**
- 16.1 [Subject to sub-Clause 16.2] Neither Party may assign, sub-contract (in whole or in part) or sub-licence or otherwise delegate its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.
- 16.2 [The Service Provider shall not be permitted to transfer any of the obligations undertaken by it through an agent, subcontractor or group or through suitably

omission of such other
s of this Agreement, be
der.]

to in this Agreement shall

d to in this Agreement are
s Agreement and may be

Nothing in this Agreement shall constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

19.2 Neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination, induce or attempt to induce any customer or client of the other Party to enter into a similar agreement or relationship with the other Party, and no solicitation or enticement would constitute a breach of this Agreement without the express written consent of that Party].

20.2 Subject to this Clause 20 the assignment shall be valid, enforceable and be binding on the transferee, successors and assigns of the assignor and no further formalities are required.

21.2 Notices shall be deemed to

21.2.1 when delivered, if delivered by registered mail) during business hours;

21.2.2 when sent, if transmitted by e-mail and a successful transmission report is received;

21.2.3 on the fifth business day following, if mailed by national ordinary mail, postage paid;

21.2.4 on the tenth business day following, if mailed by airmail, postage prepaid.

In each case notices shall be sent to the last recent address, e-mail address, or facsimile number of the Party.

other messenger (including registered mail) during business hours of the recipient; or

transmitted by e-mail and a successful transmission report is received;

following, if mailed by national

following, if mailed by airmail,

last recent address, e-mail address, or facsimile number of the Party.

22. Entire Agreement

22.1 This Agreement contains the entire understanding between the Parties with respect to its subject matter and shall be binding on the Parties and except by an instrument in writing signed by the duly authorized representatives of the Parties.

22.2 Each Party acknowledges that it enters into this Agreement on any representation, warranty or other terms provided in this Agreement and shall not be bound by any implied by statute or common law to the fullest extent permitted by law.

between the Parties with respect to its subject matter and shall be binding on the Parties and except by an instrument in writing signed by the duly authorized representatives of the Parties.

it enters into this Agreement, it does not rely on any representation, warranty or other terms provided in this Agreement and shall not be bound by any implied by statute or common law to the fullest extent permitted by law.

23. Counterparts

This Agreement may be entered into by the Parties to it on separate counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.

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24. Severance

In the event that one or more of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of this Agreement and the remainder shall be valid and enforceable.

agreement is found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of this Agreement and the remainder shall be valid and enforceable.

25. Law and Jurisdiction

25.1 This Agreement (including any amendments, modifications, supplements and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the State of New York.

25.2 Any dispute, controversy, claim or action arising out of or relating to this Agreement (including any amendments, modifications, supplements and obligations arising therefrom or associated therewith) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

ers and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the State of New York.

between the Parties relating to this Agreement (including any amendments, modifications, supplements and obligations arising therefrom or associated therewith) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement

ed the day and year first

SIGNED by

<<Name and Title of person signing for Se
for and on behalf of <<Service Provider's N

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for La
for and on behalf of <<Landlord's Name>>

In the presence of

<<Name & Address of Witness>>

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PART 1: PROPERTIES, SERVICE REQUIREMENTS

Property Address	Property Type (e.g. house, flat, block of flats)	Level of Service Required	Days & Times of Visit	Fee per [Visit][Hour] (£)
<<insert address>>	<< >>	<< >>	<< >>	<< >>
<<insert address>>	<< >>	<< >>	<< >>	<< >>
<<insert address>>	<< >>	<< >>	<< >>	<< >>

PART 2: LEVELS OF SERVICE

<<Insert a detailed specification of all services to be provided under this Agreement. If different packages are offered, specify them here.>>

The Service Provider under

Package 1

1		
2		
3		

Package 2

1		
2		
3		