

SLIPTTEST LTD AGREEMENT
TERMS AND CONDITIONS

1 DEFINITIONS

1.1 When the following words with capital letters are used in this Agreement, this is what they will mean:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business

"Charges" means the charges set out on the Order Confirmation payable by you for the supply of the Services in accordance with clause 5

"Effective Date" means the effective date set out on the Order Confirmation

"Event Outside Our Control" has the meaning given in clause 11.2

"Frequency of Service Provision" means the frequency at which the Services will be provided as set out on the Order Confirmation

"Location(s)" means the location(s) at which the Services will be provided as set out on the Order Confirmation

"Normal Business Hours" means 9.00 am to 5.00 pm on a Business Day

"Order Confirmation" means the order confirmation signed by you and us that forms part of this Agreement

"our Equipment" means any equipment, including tools, systems or cabling provided by us or our subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to you

"Services" means slip and trip injury prevention services including a risk analysis and testing of floors

"Service Provision Date(s)" means, if specified on the Order Confirmation, the date(s) for the provision of the Services

"Slip Resistance Test Report" means the report provided to you pursuant to clause 6

"Term" means the term of this Agreement as set out on the Order Confirmation

"VAT" means value added tax chargeable under English law for the time being and any similar additional tax

"your Equipment" means any equipment, systems, cabling or facilities provided by you and used directly or indirectly by us in the supply of the Services.

- 1.2 When we use the words "**writing**" or "**written**" in this Agreement, it will include email unless we say otherwise.
- 1.3 A reference to "**this Agreement**" means a reference to the terms and conditions set out in this document and the Order Confirmation.
- 1.4 In this Agreement, unless the context otherwise requires:
- 1.4.1 words in the singular include the plural and vice versa and words in one gender include any other gender;
 - 1.4.2 a "**person**" includes any individual (and their personal representatives), firm, body corporate, association, partnership, government or state (whether or not having a separate legal personality);
 - 1.4.3 a reference to a clause is a reference to a clause of this Agreement and clause headings will not affect the interpretation of this Agreement; and
 - 1.4.4 references to statutes and statutory provisions will be construed as amended or replaced and as including any subordinate legislation made under them in any such case from time to time.

2 OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which we supply the Services and provide the Slip Resistance Test Report to you.
- 2.2 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues, brochures and/or marketing material or on our website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Slip Resistance Test Report described in them. They will not form part of this Agreement or have any contractual force.
- 2.3 This Agreement applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 Any quotation given by us will not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

3 PROVIDING THE SERVICES

- 3.1 We will provide the Services to you using reasonable care and skill in accordance with generally recognised commercial practices and standards in the industry.
- 3.2 We will provide the Services to you during the Term:
- 3.2.1 at the Location(s) during Normal Business Hours;
 - 3.2.2 at the Frequency of Service Provision set out on the Order Confirmation; and
 - 3.2.3 (where specified) on the Service Provision Date(s).

- 3.3 We will make every effort to complete the Services on the Service Provision Date(s) (where specified) and/or on any estimated dates agreed between the parties but any such dates will be estimates only and time will not be of the essence for performance of the Services and/or the delivery of the Slip Resistance Test Report.
- 3.4 We may, from time to time and without notice, make any changes to the Services and/or the Slip Resistance Test Report in order to comply with any applicable safety or statutory requirements or which do not materially affect the nature or quality of the Services, and we will notify you in any such event.
- 3.5 We will use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Location(s) that have been communicated to us, provided that we will not be liable under this Agreement if, as a result of such observation, we are in breach of any of our obligations under this Agreement.
- 3.6 Our Equipment shall at all times remain our property and you shall have no right, title or interest in or to our Equipment.

4 YOUR OBLIGATIONS

- 4.1 You will:
- 4.1.1 ensure that any information you provide to us in connection with this Agreement is complete and accurate;
 - 4.1.2 co-operate with us in all matters relating to the Services and the Slip Resistance Test Report;
 - 4.1.3 inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at the Location(s);
 - 4.1.4 provide us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Location(s) and other facilities as reasonably required by us in connection with the provision of the Services;
 - 4.1.5 be responsible (at your own cost) for preparing and maintaining the relevant Location(s) for the provision of the Services in accordance with all applicable laws and declare all risks and provide all information required by us in respect of the Location(s) and facilities;
 - 4.1.6 (if applicable) ensure that all your Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;
 - 4.1.7 arrange and procure the continuous, consistent and uninterrupted supply of electricity at the Location(s) (unless you are prevented from doing so as a result of an event beyond your reasonable control) and be responsible for paying all the costs and expenses for the supply of electricity at the Location(s) in connection with the provision of the Services;
 - 4.1.8 not dispose of or use our Equipment other than in accordance with our written instructions or authorisation; and

- 4.1.9 obtain and maintain all necessary licences, permissions and consents which may be required on or before the date upon which we commence the provision of the Services.
- 4.2 If our performance of any of our obligations under this Agreement is prevented or delayed by your act or omission or failure to perform any of your obligations:
- 4.2.1 we will, without limiting our other rights or remedies, have the right to suspend performance of the Services until you remedy your default;
- 4.2.2 we will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations in this clause 4.2; and
- 4.2.3 you will reimburse us on demand for any costs or losses sustained or incurred by us arising directly or indirectly from your act or omission or failure to perform any of your obligations.
- 4.3 You shall not, without the prior written consent of us, at any time from the Effective Date to the expiry of 6 months after the termination of this Agreement, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as an employee of us in the provision of the Services.
- 4.4 Any consent given by us in accordance with clause 4.3 shall be subject to you paying to us a sum equivalent to 20% of the then current annual remuneration of our employee, or, if higher, 20% of the annual remuneration to be paid by you to that employee.

5 PRICE AND PAYMENT

- 5.1 We shall submit an invoice to you for the Charges after we have provided the Slip Resistance Test Report to you.
- 5.2 You shall pay each invoice submitted to you by us, in full and in cleared funds, within 30 days of the date of our invoice to a bank account nominated in writing by us. Time for payment will be of the essence.
- 5.3 We both agree that we may review and increase the Charges before a Service Provision Date or at any time during the Term, provided we give you at least 30 days' notice before the relevant Service Provision Date or before the date we agree to provide the Services to you at the Location(s). If such increase is not acceptable to you, you may, within 15 days of such notice being received cancel the Agreement by giving 15 days' written notice to us.
- 5.4 All amounts payable by you under this Agreement are exclusive of VAT which you will pay in addition to the Charges.
- 5.5 Without prejudice to any other right or remedy that we may have, if you fail to make any payment due to us by the due date for payment:
- 5.5.1 then you will pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether

before or after judgment. You will pay the interest together with the overdue amount; and/or

5.5.2 we may suspend all Services until payment has been made in full.

5.6 You will pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

6 SLIP RESISTANCE TEST REPORTS

6.1 We shall process the data and information gathered from the provision of the Services at the Location(s) and shall present that data to you in a Slip Resistance Test Report.

6.2 You acknowledge that you are solely responsible for all commercial decisions made by you or on your behalf as to how to use or interpret the Slip Resistance Test Report and any other information and/or reports provided by us.

7 OUR LIABILITY TO YOU AND INDEMNITY

7.1 We do not exclude or limit in any way our liability for:

7.1.1 death or personal injury caused by our negligence;

7.1.2 fraud or fraudulent misrepresentation; or

7.1.3 any other liability which cannot be limited or excluded by law.

7.2 Subject to clause 7.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

7.2.1 loss of profits;

7.2.2 loss of sales or business;

7.2.3 regulatory and/or other fines or penalties imposed;

7.2.4 loss of agreements or contracts;

7.2.5 loss of anticipated savings;

7.2.6 loss of or damage to goodwill;

7.2.7 loss of use or corruption of software, data or information;

7.2.8 any indirect or consequential loss; and

7.2.9 death or personal injury caused to a third party as a result of your negligence.

7.3 Subject to clause 7.1 and clause 7.2, our total liability to you in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence),

breach of statutory duty, or otherwise, will in no circumstances exceed 125% of the Charges due from you to us in connection with this Agreement.

- 7.4 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us by a third party for death, personal injury or damage to property in connection with the provision of the Services and/or the use made, conclusions or commercial decisions drawn from the Slip Resistance Test Report, unless caused as a result of our negligence.
- 7.5 You shall be liable to pay to us, on demand, all reasonable costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from your fraud or negligence under this Agreement, subject to us confirming such costs, charges and losses to you in writing.
- 7.6 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 7.7 The provisions of this clause 7 will survive termination or expiry of this Agreement.

8 CONFIDENTIALITY

- 8.1 Each party undertakes that it will not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.2.
- 8.2 Each party may disclose the other party's confidential information:
- 8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party will ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
- 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party will use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 8.4 The provisions of this clause 8 will survive termination or expiry of this Agreement.

9 CANCELLATION

- 9.1 We may cancel this Agreement at any time by providing at least 1 month's notice in writing to you.

- 9.2 You may cancel this Agreement during the Term by providing 3 months' written notice to us no later than 3 months before each anniversary of the Effective Date.
- 9.3 Without affecting our rights or remedies or your rights or remedies, either you or us may cancel this Agreement immediately by giving written notice if:
- 9.3.1 either you or us commits a serious breach of this Agreement and does not correct the situation within 14 days of being asked to do so (provided that the breach is capable of being corrected); or
- 9.3.2 an order is made or a resolution is passed for the dissolution or winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its trustees, officers, directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

10 CONSEQUENCES OF CANCELLATION

- 10.1 On the date this Agreement is cancelled or expires:
- 10.1.1 you will immediately pay to us all outstanding Charges and interest due; and
- 10.1.2 in respect of Services and Slip Resistance Test Reports supplied but for which no invoice has been submitted, we may submit an invoice, which will be payable immediately on receipt.
- 10.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after cancellation or expiry of this Agreement will remain in full force and effect.
- 10.3 Cancellation or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities of you or us that have accrued up to the date of cancellation or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of cancellation or expiry.

11 EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an Event Outside Our Control.
- 11.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or

preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:

11.3.1 we will contact you as soon as reasonably possible to notify you; and

11.3.2 our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

11.4 You may cancel this Agreement if an Event Outside Our Control takes place and you no longer wish us to provide the Services by providing us with 1 month's notice. We will only cancel this Agreement if the Event Outside Our Control continues for longer than 1 month.

12 NOTICES

12.1 Any notice given to a party under or in connection with this Agreement will be in writing and will be:

12.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

12.1.2 sent by email to an email address provided by that party.

12.2 Any notice will be deemed to have been received:

12.2.1 if delivered by hand, on signature of a delivery receipt;

12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

12.2.3 if sent by email, at 9:00 am on the next Business Day after transmission.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13 OTHER IMPORTANT TERMS

13.1 We may need certain information from you that is necessary for us to provide the Services and the Slip Resistance Test Report. We will contact you about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked.

- 13.2 This Agreement constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in this Agreement.
- 13.3 We may transfer our rights and obligations under this Agreement to another organisation and we will always notify you in writing if this happens. You may only transfer your rights or your obligations under this Agreement to another person if we agree in writing.
- 13.4 This Agreement is between you and us. No other person will have any rights to enforce any of its terms.
- 13.5 Each clause of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 13.6 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.7 Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.8 You confirm that you are acting on your own behalf and not for the benefit of any other person.
- 13.9 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.10 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) will be governed by and construed in accordance with the law of England and Wales.
- 13.11 Each party irrevocably agrees that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).