

The Parties/Signatories to this Agreement are advised that signature of this document will have legal consequences. Where either Party is unsure or does not understand the legal obligations and responsibilities placed upon them under this Agreement, they are advised to seek legal advice before signing.

SERVICES CONTRACT

This Agreement is made on:

A. PARTIES

I. Service Provider:

COASTAL LAUNDRY SERVICES LTD (Company Number 13448494) whose address for the service of proceedings is at:

WOODMEAD ROAD
AXMINSTER
EX13 5PQ

(hereafter the "Service Provider")

II. Client:

of:

(hereafter the "Client")

B. BACKGROUND

The Client has requested that the Service Provider provide certain services to the Client.

The Service Provider has the skills, qualifications and expertise required to provide the required Services (as defined below) to the Client.

This Agreement is entered into between the Parties for the supply of Services (as defined below) by the Service Provider to the Client as further detailed and set out in the clause entitled SPECIFICATION OF SERVICES subject to the provisions of this Agreement.

The Service Provider and the Client agree to be bound by this Agreement in respect of the supply of the Services by the Service Provider to the Client.

The Client acknowledges that it has read this Agreement and understands and agrees to be bound by it.

The Parties have agreed and do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

A. Definitions:

- I.** 'Commencement Date' means
- II.** 'Minimum Term' means the following period: **1 month**;
- III.** 'Services' means the specific services to be provided by the Service Provider as set out in this Agreement in the clause titled SPECIFICATION OF SERVICES;
- IV.** 'Fee(s)' means the sum to be calculated as set out in the clause titled FEES AND PAYMENTS;
- V.** 'Parties' means the Service Provider and the Client, and 'Party' shall mean either one of them;
- VI.** 'the Specification' means the terms and specifics set out in the clause entitled SPECIFICATION OF SERVICES;
- VII.** 'Facilities' means working space, computer equipment, access to the internet and the Client's computer network, telecommunications system etc, and shall include not only access to such resources but also use of them to the extent required by the Service Provider in order to perform the Services in accordance with this Agreement.

B. Interpretations:

- I.** Words which import the neuter gender only shall include the masculine and feminine genders; words importing the masculine gender only shall include the feminine gender and vice versa;
- II.** Words which import the singular only shall also include the plural and vice versa; where two or more persons are included in the expression "the Client" or "the Service Provider", or any variation thereof, obligations contained within this Agreement which are to be made by the Client or the Service Provider shall be binding jointly and severally on them and their respective representatives and executors;

III. Words importing persons include companies and vice versa;

IV. Reference to any Act of Parliament shall include any modification, reenactment, amendment or extension thereof for the time of it being in force and shall also include all orders, plans, regulations, directions, permissions, bye-laws and instruments for the time being made, issued or given thereunder or deriving validity therefrom;

V. Where any obligation placed on the Client or the Service Provider under this Agreement provides for the Client or the Service Provider not to do an act or thing this shall include an obligation not to permit such act or thing to be done and to prevent such act or thing being done by a third party;

VI. Any reference to the necessary consent or approval of the Client or Service Provider or words and phrases with similar effect shall mean the consent or approval of the Client or Service Provider in writing executed by or on behalf of the Client or Service Provider.

2. SPECIFICATION OF SERVICES

A. The Services to be provided are:

HIRE AND LAUNDRY SERVICES, TWICE PER WEEK COLLECION AND DELIVERY

B. The specified persons to work on behalf of the Service Provider are:

AVA MCFARLAND
LEE MCFARLAND

3. SERVICES

A. The Service Provider shall provide the Services to the Client in consideration for the Client paying the Fee to the Service Provider, subject to the provisions of this Agreement.

B. The Service Provider shall start providing the Services on the Commencement Date.

C. The Services shall only be performed by the persons set out in the Specification otherwise agreed by the Parties.

D. The Service Provider will provide the Client with a report as to how much time has been spent by the Service Provider in providing the Services and at any time on request by the Client.

4. LOCATION

The Service Provider shall provide the Services in such places and locations as the Service Provider considers appropriate to the type and nature of the requirements of the Client.

5. FEES AND PAYMENTS

A. The Fee for the Services provided under this Agreement is as follows:

- Pillow cases
- Single Flat
- Single Duvet
- Double Flat
- Double Duvet
- King Flat
- King Duvet
- Super King Flat
- Super King Duvet
- Tea Towel
- Oven Cloves
- Bath Matt
- Hand Towel
- Bath Sheet

B. The Service Provider shall be entitled to invoice the Client on a **monthly** basis.

C. The payment of the Fees shall be made by the Client to the Service Provider within the following period on receipt of invoice:

14 DAYS UNLESS PAYMENT BY DIRECT DEBIT

D. All amounts stated are exclusive of VAT and any other applicable taxes unless expressly stated otherwise.

E. If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in the Agreement, the Service Provider shall be entitled to:

- I.** charge interest on the outstanding amount at the rate of 4% per year above the Bank of England base rate accruing daily;
- II.** require the Client to pay, in advance, for any Services (or any part of the Services) which have not yet been performed;
- III.** not perform any further Services (or any part of the Services).

6. CLIENT'S OBLIGATIONS

A. During performance of the Services the Client undertakes to:

- I.** pay the Fees and any other costs herein stipulated at the times and in the manner aforesaid and without any retention, deduction or set-off save as so permitted under this Agreement;
- II.** co-operate with the Service Provider as the Service Provider reasonably requires;
- III.** provide the information and documentation that the Service Provider reasonably requires;
- IV.** ensure that the Client's staff and agents co-operate with and assist the Service Provider.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

- A.** In connection with the provision of the Services the Service Provider may generate, create, write or produce reports, advice, analyses, designs, methodologies, code or any other output (hereafter defined as "Output") as required in accordance with this Agreement.
- B.** Unless otherwise agreed by the Parties, any copyright and database right (and any other intellectual property rights) in the Services and/or any Output (or any other material created or prepared) created and provided to the Client by the Service Provider in accordance with, and specifically for the purposes of, this Agreement shall belong to the Client.
- C.** Any copyright and database right (and any other intellectual property rights) in any other materials ("Ancillary Materials") provided to the Client, which were not created pursuant to this Agreement, or which are specified to belong to the Service Provider, shall belong to the Service Provider.

8. CONFIDENTIALITY

- A.** Each Party ('Receiving Party') shall keep the confidential information of the other Party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the confidential information of the Supplying Party for the purpose of performing the Receiving Party's obligations under the Agreement. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause, and ensure that the Receiving Party's officers, employees and agents meet the obligations.
- B.** 'Confidential Information' means all information relating to the Supplying Party which might fairly be considered to be of a confidential nature and includes, but is not limited to:

- I.** information of whatever nature, without limitation, which is obtained in any form by the Receiving Party from the Supplying Party or its advisers, or by observations during visits, or by demonstrations;
- II.** information of whatever nature relating to the business activities, practices and finances of the Supplying Party;
- III.** any evaluation material, design work, strategic plans and ideas, innovations, creative plans, concepts and ideas and any other plans or ideas developed by the Supplying Party or on its behalf whether relating specifically to the Services or otherwise;
- IV.** any information derived from the information falling within (i), (ii) or (iii) above;
- V.** any copy of any of the foregoing; and
- VI.** the fact that discussions are taking place between the Parties to this Agreement.

but does not include information which is:

- I.** publicly available, other than as a result of this Agreement; or
 - II.** lawfully available from a third party free from any confidentiality restriction; or
 - III.** provided by the Supplying Party and marked 'Non Confidential'; or
 - IV.** required by law or regulation to be disclosed, but to the absolute minimum necessary and provided that the Supplying Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.
- C.** If there is any doubt as to whether any particular information constitutes Confidential Information written confirmation is to be obtained from the Supplying Party.
- D.** The obligations in this clause shall not apply to any information which:
- I.** was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
 - II.** is, or becomes, publicly available through no fault of the Receiving Party;
 - III.** is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - IV.** was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or

V. is required to be disclosed by order of a court of competent jurisdiction.

E. This clause shall survive termination of this Agreement.

9. COMPETITION

The Parties (and/or their employees, agents, representatives) shall be free to provide services or engage in any form of activity (including, but not limited to, any business, investment or financial activities) whether for themselves or on behalf of or to other organisations, companies or individuals who are or are potentially direct or indirect competitors of the other Party.

10. SUB-CONTRACTORS

The Service Provider is not permitted to use other persons to provide some or all of the Services without the prior written approval of the Client.

11. WARRANTIES AND LIABILITY

A. The Service Provider warrants that it will use reasonable care and skill in performing the Services.

B. No Party shall be liable to the other for any loss of profit, market, business, contract, damage to goodwill, loss of projected or anticipated savings, loss of revenue or any other consequential or indirect loss howsoever caused.

C. Nothing in this Agreement shall limit or exclude the liability of either Party:

I. for death or personal injury caused as a result of its negligence;

II. for fraud or fraudulent misrepresentation;

III. for loss or damage to property caused any negligent act;

IV. for any and all other matters where it is illegal to exclude or limit liability.

D. Where this Agreement is breached by the Client or the Client is negligent in any way of the undertakings and obligations placed upon them under this Agreement or commits a breach of any statutory duty which results in a loss incurred by the Service Provider, the Service Provider may claim damages from the Client for the losses incurred.

E. Except in the case of death or personal injury caused by the Service Provider's negligence, the liability of the Service Provider under or in connection with this Agreement shall not exceed the Fee paid by the Client to the Service Provider under this Agreement.

12. INDEMNITY

A. The Client agrees with the Service Provider through the term of this Agreement to indemnify and keep indemnified the Service Provider and its employees, agents and representatives (each being an 'Indemnified Party') against any and all loss, damage or liability (whether criminal or civil) suffered and any and all legal and other fees and costs incurred by the Service Provider resulting from:

- I.** the Services or Output provided under this Agreement;
- II.** any transaction, contract, event or matter arising from or connected with the provision of the Services; or
- III.** the appointment of the Service Provider.

B. The Client shall not be liable under the indemnity given under this clause where a court giving a final judgment holds that any loss, damage or liability is the result of the gross negligence, wilful misconduct or bad faith of an Indemnified Party.

13. TIME FOR PERFORMANCE

Time shall not be of the essence for the performance by the Service Provider of its obligations under this Agreement. Any dates, periods or times specified by the Service Provider in this Agreement or otherwise shall be estimates only.

14. TERMINATION

A. Without prejudice to the other remedies or rights a Party may have, this Agreement may be terminated:

I. with immediate effect by either Party serving written notice if the other Party commits any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within twenty one (21) days of a written request to remedy the same;

II. at any time after the Minimum Period as set out in the Agreement by either Party upon service of one MONTH'S notice in writing to the other;

III. with immediate effect by the Service Provider providing written notice if the Client fails to make payment of any sums within 14 days of such sums falling due;

IV. with immediate effect by either Party serving written notice to the other Party if:

- a.** the party serving notice has a reasonably held belief that the other party is unable to pay its debts;

b. the other party has obtained a moratorium under Part A1 of the Insolvency Act 1986;

c. the other party becomes the subject of a Company Voluntary Arrangement under the Insolvency Act 1986;

d. the other party becomes the subject of a Company Voluntary Arrangement under the Insolvency Act 1986;

e. the other party becomes the subject of a restructuring plan under Part 26A of the Companies Act 2006.

V. with immediate effect by the Service Provider proving written notice to the Client in the event that the Client or its employees or agents shall engage in any conduct prejudicial to the business of the Service Provider or in the event that the Service Provider considers that a conflict or potential conflict of interest has arisen between the Parties.

B. On termination of this Agreement, the Client shall pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Service Provider for the performance of the Services prior to the date of termination.

C. Any termination of the Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Agreement or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

15. GENERAL

A. Force majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

B. Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

C. Assignment

Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

D. Entire Agreement

This Agreement contains the whole agreement between the Parties in respect of the provision of the specified Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

E. Waiver

No failure or delay by the Service Provider in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

F. Agency, partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

G. Further assurance

Each Party to this Agreement shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

H. Announcements

No Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes the other Party with a copy of such announcement or information and obtains the approval of the other Party to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing

such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

I. Notices

I. Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or e-mail (confirmed by first class mail or air mail), to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below, or such other address or email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

a. Service Provider:

Ava@coastallaundry.co.uk

b. Client:

II. Notices sent as above shall be deemed to have been received three working DAYS after the day of posting (in the case of inland first class mail), or seven working DAYS after the date of posting (in the case of air mail), or the next working day after sending (in the case of e-mail).

III. In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the email was confirmed and/or acknowledged as the case may be.

16. SEVERANCE

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

17. LAW AND JURISDICTION

The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the Parties submit.

18. THIRD PARTIES

For the purposes of the Agreements (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a Party to it any right to enforce any of its provisions.

SIGNED by the Parties:

Signed by AVA MCFARLAND for and on
behalf of COASTAL LAUNDRY SERVICES LTD

Date

Signature of

Date