

Terms of Business for the Supply of Live in Occupancy 'Guardian' Services

1 Definitions and Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Additional Costs: any charges payable by the Owner in respect of such additional services the Owner requests SEP or representatives to undertake, as specified in the Letter;

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

Charges: the charges payable by the Owner for the supply of the Services in accordance with clause 6, which shall include if applicable Management Fee, the Intake Fee, the Start Up Fees, the Additional Costs and any other charges which become payable by the Owner to SEP under this Contract;

Commencement Date: has the meaning set out in clause 2.2;

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8;

Contract: the contract between SEP and the Owner for the supply of Services in accordance with these Conditions (such Contract comprising the Letter and the Conditions);

Emergency Repairs: any urgent maintenance or urgent repair which in the reasonable opinion of SEP are required to the Property to prevent a security issue, to protect the health and safety of any person including the Live In Occupier(s) or to prevent material loss or damage to the Property;

Facilities: the facilities installed in the Property to enable the Live In Occupiers to occupy the Property, as specified in the Letter;

Initial Inspection: the assessment of the Property to be carried out by SEP or its representative in accordance with clause 8;

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Letter: the Owner's request for Services to which the Conditions are annexed;

Live In Occupier(s): the person(s) placed in the Property by SEP and its representatives for the Purpose;

Management Fee: the weekly fee for the provision of the Live In Occupier 'Guardian' Services, as specified in the Letter;

SEP: Secure Empty Property Limited registered in England and Wales with company number 7930767;

SEP Materials: has the meaning set out in clause 4.1(k);

Owner: the person or firm who purchases Services from SEP;

Property: the property specified in the e-mail, verbally or by letter in respect of which SEP and its representative's will provide the Services;

Purpose: the provision by means of the Services of property protection services (which shall include the day to day security of the Property, deterring trespassers, and preventing security breaches and other damage to the Property);

Services: the Live In Occupier services supplied by SEP to the Owner whereby SEP places Live In Occupier(s) in the Property solely for the Purpose;

Start Up Fees: the charge for the installation and/or removal of any Facilities as specified in the Letter;

Term: the term of this Contract which shall begin on the Commencement Date and continue until terminated in accordance with clause 13.

1.2 Interpretation. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, body corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2 Basis of contract

2.1 Confirmation by e-mail, letter or verbally and confirmed by e-mail constitutes an offer by the Owner to purchase the Services from SEP in accordance with the Conditions.

- 2.2 The offer shall only be deemed to be accepted when SEP acknowledges the e-mail, letter or verbally but confirmed by e-mail at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 SEP and its representatives shall be the sole provider of Live In Occupier Services to the Owner in respect of the Property throughout the Term.
- 2.4 The Contract is conditional upon SEP and its representatives being satisfied upon completing the Initial Inspection that the Property is suitable for occupation by the Live In Occupiers.
- 2.5 The Contract constitutes the entire agreement between the parties. The Owner acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SEP which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by SEP, and any descriptions or illustrations contained in SEP's brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between SEP and the Owner for the supply of the Services.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms and conditions that the Owner seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 Any quotation given by SEP shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3 Supply of Services

- 3.1 SEP shall supply the Services to the Owner in accordance with the Contract in all material respects.
- 3.2 SEP shall use all reasonable endeavours to meet any performance dates specified in the Letter, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 SEP shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and SEP shall promptly notify the Owner in any such event.
- 3.4 SEP warrants to the Owner that the Services will be provided using reasonable care and skill.

4 Owner's obligations

- 4.1 The Owner shall:
- (a) ensure that any information it provides is complete and accurate;
 - (b) if reasonably required by SEP, provide such plans or specifications of the Property which are reasonably necessary for the provision of the Services;

- (c) ensure that the Property is vacant by the date that the Live In Occupiers are due to occupy the Property (as notified to the Owner by SEP at least 48 hours in advance of such date);
- (d) co-operate with SEP in all matters relating to the Services (which shall include allowing SEP and it's representatives to access the Property for the Purpose at any time during the Term without notice);
- (e) promptly following confirmation of services to begin the occupancy, make the property keys available to to SEP and advise SEP of any security passes, alarm codes or similar security systems applicable to the Property;
- (f) provide SEP with reasonable notice if the owner or it's representatives wishes to access the Property (which shall not be less than 24 hours in advance);
- (g) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start including obtaining any necessary planning consents regarding the use of the Property for the Purpose;
- (h) be responsible for all costs of utilities, rates, taxes and other expenses relating to the Property whether arising out of the provision of the Services or otherwise;
- (i) maintain adequate policies of insurance against any loss or damage to the Property or its contents (including any property belonging to SEP or the Live In Occupier which is located at the Property), or to third parties present at the Property. The Owner shall ensure that its insurer of the Property shall waive any right of subrogation it may have against SEP and/or the Live In Occupier(s). It shall be the responsibility of the Owner to notify its insurers of the presence of the Live In Occupier(s) and to ensure that any policies of insurance are not invalidated by the provision of the Services by SEP or the presence of the Live In Occupier(s). SEP shall not be liable for any consequences of the Owner failing to comply with such obligations and the Owner shall indemnify SEP against any losses suffered or claims brought against it in relation to any loss or damage to the Property or the death or injury of any persons present at the Property;
- (j) provide SEP on request with copies of the insurance policies;
- (k) keep and maintain all materials, equipment, documents and other property of SEP (SEP Materials) at the Property in safe custody at its own risk, maintain SEP Materials in good condition until returned to SEP, and not dispose of or use SEP Materials other than in accordance with SEP written instructions or authorisation;
- (l) (subject to clause 5.1(b) and clause 7) remain responsible for the safety, and the maintenance and repair of the Property in a condition suitable for occupation by the Live In Occupiers. Where the Owner carries out any repair or maintenance work to the Property it shall minimise disruption to the Live In Occupier(s) and make good any damage caused to the Property. Any disruption to utilities or other services to the Property shall be for the minimum period necessary to carry out the relevant repair or maintenance;

- (m) remedy any defects to the Property notified to it by SEP as soon as reasonably practicable;
- (n) be responsible for ensuring that the Property complies with all relevant applicable law as well as the requirements of any local authority;
- (o) allow SEP to install such signage in accordance with applicable law as the Owner shall reasonably approve in and around the Property.

4.2 The Owner hereby authorises SEP to enter into licences with the Live In Occupier(s) to occupy the Property solely for the Purpose.

4.3 If SEP performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Owner or failure by the Owner to perform any relevant obligation (Owner Default):

- (a) SEP shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Owner remedies the Owner Default to the reasonable satisfaction of SEP, and to rely on the Owner Default to relieve it from the performance of any of its obligations to the extent the Owner Default prevents or delays SEP performance of any of its obligations;
- (b) SEP shall not be liable for any costs, losses or damages sustained or incurred by the Owner arising directly or indirectly from SEP failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Owner shall reimburse SEP on written demand for any costs, losses or damages sustained or incurred by SEP arising directly or indirectly from the Owner Default.

5 SEP's Obligations

5.1 SEP shall:

- (a) recruit up to the maximum number of Live In Occupiers specified in the Letter and carry out such background checks as it considers appropriate before placing such Live In Occupiers in the Property;
- (b) carry out any additional repair and maintenance services as specified in, and subject to, the provisions of the Letter;
- (c) if specified in the Letter, change or install locks at the Property at the Owner's cost prior to the occupation by the Live In Occupier and on expiry of the Term (if applicable);
- (d) where a change of locks (or other entry system) is required during the Term, provide the Owner with a copy of the new keys or other entry device as soon as practicable;
- (e) provide the Live in Occupier(s) (at its own cost) with a fire extinguisher, smoke alarm and fire blanket;
- (f) maintain insurances in the following minimum levels of cover:

Secure Empty Property Limited
Integrity House, Unit 14, Three Point Business Park, Charles lane, Haslingden, BB4 5EH
Tel +44(0)330 088 1973
www.secureemptyproperty.com
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- (i) public and products liability insurance of £5,000,000; and
- (ii) professional indemnity insurance of £100,000;
- (g) allocate areas of the property for the Live in Occupier(s) to occupy and ensure that a replacement occupier is available to occupy the Property if the live in Occupiers are away from the property for a period exceeding 24 hours;
- (h) (unless the Owner notifies SEP otherwise), notify the local police and neighbours of the presence of the Live In Occupier(s);
- (i) ensure that the Live In Occupier(s) meet the cost of any Council Tax which is payable as a result of the provision of the Services;
- (j) carry out a monthly inspection of the Property and its perimeters to ensure that no Emergency Repairs are required and that the Live In Occupiers are complying with the terms of their licence(s). Such inspection shall include taking the meter readings at the Property and noting any damage or repairs required to the Property. SEP shall provide the results of such inspection to the Owner by the Owner's chosen method of communication;
- (k) enter into licences with the Live In Occupier(s) and shall ensure the Live In Occupiers comply with the terms of such licence. SEP shall not have authority to and shall not at any time purport to grant to the Live In Occupier or any third party any tenancy or other right in the Property;
- (l) not at any time occupy the Property itself;
- (m) not alter the Property or allow the Live In Occupier to alter the Property without the prior consent of the Owner (unless expressly permitted under the Letter).

6 Charges and payment

- 6.1 The Owner shall pay the Charges specified in the confirmation e-mail, letter or verbally confirmed via e-mail.
- 6.2 SEP shall invoice the Owner for the agreed charges monthly in arrears provided that in relation to the initial 8 week minimum term SEP shall submit an invoice for the Charges payable therefor on the date that the first Live In Occupier commences occupation of the Property. Such initial invoice shall cover only any agreed charges which may include dependant on the property type the Intake Fee, the Start Up Fees and the relevant weekly Management Fee and Additional Costs for such 8 week period.
- 6.3 SEP shall review its Charges on an annual basis, beginning on the first anniversary of the Commencement Date. The parties shall meet in good faith to discuss any proposed increase in such Charges and if agreement cannot be reached between the parties, any such increase will be limited to a percentage equal to the percentage rate of increase (if any) of the last figure of the general index of retail prices published by the Office of National Statistics (**Index**) prior to the first anniversary of the Commencement Date or any subsequent anniversary of such date over the figure of the Index published on or immediately prior to the Commencement Date (taking

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into account any previous increase hereunder). Any such increase shall take effect from the relevant anniversary of the Commencement Date.

- 6.4 The Owner shall pay each invoice submitted by SEP:
- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by SEP, and
- time for payment shall be of the essence of the Contract.
- 6.5 All amounts payable by the Owner under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by SEP to the Owner, the Owner shall, on receipt of a valid VAT invoice from SEP, pay to SEP such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6 Without limiting any other right or remedy of SEP, if the Owner fails to make any payment due to SEP under the Contract by the due date for payment (**Due Date**), SEP shall have the right to charge interest on the overdue amount at the rate of three per cent per annum above the base lending rate of Nat West Bank plc accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 6.7 The Owner shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Owner shall not be entitled to assert any credit, set-off or counterclaim against SEP in order to justify withholding payment of any such amount in whole or in part. SEP may, without limiting its other rights or remedies, set off any amount owing to it by the Owner against any amount payable by SEP to the property Owner.
- 6.8 If the Owner disputes any invoice or other statement of monies due, it shall immediately notify SEP in writing. The parties shall negotiate in good faith to attempt to resolve the dispute within 10 Business Days. SEP shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date SEP obligations to provide the Services shall not be affected by any payment dispute.

7 Emergency Repairs

- 7.1 SEP shall carry out any Emergency Repairs or essential maintenance required to the Property as specified in the Letter. The Owner authorises SEP to use its discretion in deciding what constitutes an Emergency Repair or essential maintenance work and shall reimburse SEP any cost it incurs in carrying out such work, up to the maximum monthly authorised spend specified in the Letter. SEP shall include such amounts in the monthly invoice submitted in accordance with clause 6.2.
- 7.2 SEP shall use its reasonable endeavours (but shall be under no obligation) to obtain the consent of the Owner before carrying out or procuring any repairs under this clause 7 where reasonably practicable.

8 Initial Inspection

- 8.1 This contract is conditional upon SEP and its representatives being satisfied as a result of its Initial Inspection that the Property is fit for occupation by the Live In Occupiers. If SEP is not satisfied with the results of the Initial Inspection, it shall promptly notify the Owner and SEP shall either:
- (a) provide the Owner with a quote for SEP to procure the carrying out of such work as is required to rectify the Property to SEP reasonable satisfaction, and SEP shall perform (or procure the performance of) such rectification work on terms to be agreed in writing with the Owner; or
 - (b) terminate the Contract forthwith.
- 8.2 The Initial Inspection shall be limited to the health and safety and fire issues which are apparent from a visible inspection of the Property and SEP shall not be liable for any costs, loss, damages, or expenses suffered by the Owner, any Live In Occupier or third party due to any defect in the Property or other health and safety issue which would not have been visible on a reasonable visual inspection of the Property. The Owner shall indemnify SEP against any loss, damages, costs or expenses it may suffer as a result of such defects or health and safety issues (including any third party claim which may be brought against SEP in relation to the same).

9 Facilities

- 9.1 The Owner appoints SEP as its agent for the purpose of procuring the Facilities if needed and confirmed by the owner, which shall include negotiating and entering into any agreement with a supplier for the purchase of the Facilities on the Owner's behalf.
- 9.2 SEP shall, if agreed in the Letter, install the Facilities at the Property and make good any damage caused by such installation.
- 9.3 SEP shall, if requested by the Owner, remove such Facilities from the Property at the expiry of the Term and make good any damage caused by such removal. SEP shall dispose of the Facilities as agreed with the Owner.

10 Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by SEP.
- 10.2 All SEP Materials are the exclusive property of SEP.

11 Confidentiality

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or

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subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

12 Limitation of liability: THE OWNER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1:

- (a) neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of contract, business or goodwill or for any indirect or consequential loss or damage whatsoever arising under or in connection with the Contract;
- (b) and subject to clause 4.1(i), SEP and its representatives will be responsible for damage to the Property to the extent that such damage is directly caused by the negligence of SEP or of any person for whose acts it is responsible provided that the liability of SEP in respect of loss or damage to the Property shall be limited to the lower of the direct costs of replacement or repair of the Property or the sum of £5,000,000 per incident or series of incidents arising out of the one event;
- (c) SEP's total liability to the Owner in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed a sum which is equivalent to 6 months' total charges for that property; and
- (d) the Owner's total liability to SEP in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed a sum which is equal to 4 weeks' total charges for that property.

12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13 Termination

13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

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- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) any corporate action, legal proceedings or other procedure or step is taken in relation to the appointment of a liquidator other than in respect of a solvent liquidation of a party that has previously been approved by the other party, administrator, administrative receiver, receiver or other similar officer in respect of a party or any of its assets;
- (h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.2 Without limiting its other rights or remedies, SEP may terminate the Contract with immediate effect by giving written notice to the Owner if the Owner fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party the period of written notice specified in the Letter, such notice to expire no sooner than the expiry of the initial 8 week minimum term.
- 13.4 Without limiting its other rights or remedies, SEP shall have the right to suspend provision of the Services under the Contract or any other contract between the Owner and SEP if the Owner becomes subject to any of the events listed in clause 13.1(b)) to clause 13.1(l), or SEP reasonably believes that the Owner is about to become subject to any of them, or if the Owner fails to pay any amount due under this Contract on the due date for payment.

14 Consequences of termination

On termination of the Contract for any reason:

- (a) the Owner shall immediately pay to SEP all of SEP outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, SEP shall submit an invoice, which shall be payable by the Owner immediately on receipt;
- (b) the Owner shall return all of SEP Materials;
- (c) SEP shall serve notice on the Live In Occupier(s) to terminate their licence to occupy the Property and ensure that any Live In Occupier has vacated the Property by the expiry of the Term;
- (d) if the Live In Occupiers fail to vacate the Property by the expiry of the Term, SEP shall take reasonable steps to remove the Live In Occupiers from the Property (which shall include serving eviction notice(s) where required and taking court proceedings against the Live In Occupier(s) to evict the Live In Occupier(s) SEP shall meet the costs of such legal proceedings);
- (e) provided that SEP has complied with clause 14(c) and 14(d), SEP shall not be in breach of contract and this agreement shall remain in force until the date that the Live In Occupier vacates the Property;
- (f) SEP shall make good the Property to the reasonable satisfaction of the Owner by the Monday morning following the expiry of the notice period;
- (g) SEP shall return the keys to the Property (including any spare keys obtained by or on behalf of the Live In Occupiers) to the Owner;

- (h) SEP shall (if requested to do so by the Owner and invoice) remove any Facilities which have been installed in the Property and SEP shall charge and the Owner shall immediately pay the amount agreed with the Owner for such removal;
- (i) Remove any signage which SEP has placed in or around the Property and make good any damage caused by such removal;
- (j) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (k) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15 General

15.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of SEP including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of SEP or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event continues for more than 4 weeks, the party unaffected by the Force Majeure Event shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other.

15.2 Assignment and subcontracting:

- (a) SEP may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Owner shall not, without the prior written consent of SEP (which shall not be unreasonably withheld or delayed), assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (c) Notwithstanding clauses 15(a) and 15(b) above, either party shall be entitled to assign the contract by way of security over the cash flow receivable by that to any bank which provides the party with financial facilities.

15.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax or e-mail to the other party's fax or e-mail address (as applicable) as specified in the Letter. SEP's preferred method of communication is verbally and by e-mail.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or e-mail, at the time of transmission.
- (c) This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action.

15.4 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties: A person who is not a party to the Contract, which shall include the Live In Occupiers, shall not have any rights under or in connection with it.

15.8 Variation: Any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by both parties.

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- 15.9 Governing law and jurisdiction: The Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Secure Empty Property Limited
Integrity House, Unit 14, Three Point Business Park, Charles lane, Haslingden, BB4 5EH
Tel +44(0)330 088 1973
www.secureemptyproperty.com
Registration Number 7930767

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