

Surecare Property Services Supplier Terms & Conditions

These Conditions apply to the Services that are provided by Surecare's Suppliers. Please ensure you have read and understood these Conditions before commencing any Services for Surecare.

YOUR ATTENTION IS DRAWN TO CLAUSE 7 REGARDING THE PARTIES LIABILITY TO EACH OTHER.

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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

Charges: the charges payable by Surecare for the supply of the Services in accordance with clause 6 (Charges and payment).

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.5.

Contract: the contract between Surecare and the Supplier for the supply of Services in accordance with these Conditions.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Order: Surecare's order for the supply of Services, as set out in Surecare's written confirmation to proceed with the work or Surecare's written acceptance of the Supplier's quotation, as the case may be. Such confirmation and acceptance may be made via Surecare's CRM system(s).

Services: the services to be provided by the Supplier under the Contract, as set out in the Specification.

Specification: the description or specification for the Services agreed in writing (which includes correspondence via Surecare's CRM system or via email) by Surecare and the Supplier.

Supplier: the company, entity or individual from whom Surecare purchases the Services.

Surecare: Surecare Property Services Limited registered in England and Wales with company number 09335369.

Surecare Materials: has the meaning set out in clause 3.3(j).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes fax and email.

2. Basis of contract

2.1 The Order constitutes an offer by Surecare to purchase Services in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. Supply of Services

3.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to Surecare in accordance with the terms of the Contract.

3.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Surecare notifies to the Supplier and time is of the essence in relation to any of those performance dates.

3.3 In providing the Services, the Supplier shall:

- (a) co-operate with Surecare in all matters relating to the Services, and comply with all instructions of Surecare;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) provide Surecare with regular updates on the status of the work being carried out, and when reasonably requested by Surecare.
- (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

- (e) ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the work carried out shall be fit for any purpose that Surecare expressly or impliedly makes known to the Supplier;
- (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (g) use the best quality goods, materials, standards and techniques, and ensure that the work, and all goods and materials supplied and used in the Services or transferred to Surecare, will be free from defects in workmanship, installation and design;
- (h) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (i) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services;
- (j) observe all health and safety rules and regulations and any other security requirements that apply at any of the premises;
- (k) not do or omit to do anything which may cause Surecare to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Surecare may rely or act on the Services;
- (l) comply with any additional obligations as set out in the Specification;
- (m) not be entitled to any payment for any additional works carried out which are not included in the Specification or agreed in writing with Surecare; and
- (n) be fully responsible for the Services carried out and shall fully indemnify Surecare, as per clause 7, for any defects in the workmanship or the Services provided.

4. Surecare remedies

4.1 If the Supplier fails to perform the Services by the applicable dates, Surecare shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a) to request the Supplier to immediately complete the Services at no extra charge;
- (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (c) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (d) to recover from the Supplier any costs incurred by Surecare in obtaining substitute services from a third party;
- (e) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
- (f) to claim damages for any additional costs, loss or expenses incurred by Surecare which are in any way attributable to the Supplier's failure to meet such dates.

4.2 If the Supplier has supplied Services that do not comply with the requirements of clause 3.3 then, without limiting or affecting other rights or remedies available to it, Surecare shall have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- (c) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (d) to recover from the Supplier any expenditure incurred by Surecare in obtaining substitute services or deliverables from a third party; and
- (e) to claim damages for any additional costs, loss or expenses incurred by Surecare arising from the Supplier's failure to comply with clause 3.3.

4.3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.

4.4 Surecare's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

5. Surecare's obligations

Surecare shall:

- (a) provide the Supplier with reasonable access at reasonable times to the relevant premises for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

6. Charges and payment

6.1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Surecare, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

6.2 The Supplier shall invoice Surecare on completion of the Services and by the end of each week of work. Each invoice shall include such supporting information required by Surecare to verify the accuracy of the invoice, including the relevant purchase order number.

6.3 In consideration of the supply of the Services by the Supplier, and subject to clause 6.4, Surecare shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

6.4 Surecare may, at its sole discretion, withhold payment of any invoice raised by a Supplier in the event that (i) there is a dispute over the work that has been carried out by the Supplier; and/or (ii) pending verification of the work as being satisfactory in the opinion of both Surecare and its customer.

6.5 All amounts payable by Surecare under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**) and CIS (Construction Industry Scheme) tax. Where any taxable supply for VAT purposes is made under the Contract by the Supplier

to Surecare, Surecare shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier 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 If Surecare fails to make a payment due to the Supplier under the Contract by the due date, then Surecare shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow Surecare to inspect such records at all reasonable times on request.
- 6.8 Surecare may at any time, without notice to the Supplier, set off any liability of the Supplier to Surecare against any liability of Surecare to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Surecare of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

7. Liability and Indemnity

- 7.1 The Supplier shall indemnify Surecare 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 Surecare arising out of or in connection with any claim made against Surecare by a third party arising out of, or in connection with, the supply of the Services, including without limitation any missed appointments.
- 7.2 Surecare's total maximum liability in contract or otherwise arising out of or in connection with this agreement shall not exceed the fee paid or due by Surecare to the Supplier under the applicable Order. For the avoidance of doubt, Surecare does not limit its liability for fraud, or death or personal injury caused by its negligence or any other liability to the extent such liability cannot be excluded or limited as a matter of law.
- 7.3 This clause 7 shall survive termination of the Contract.

8. Data protection

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Surecare is the Controller and the Supplier is the Processor.
- 8.3 Without prejudice to the generality of clause 8.1, Surecare will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 8.4 Without prejudice to the generality of clause 8.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that Personal Data only on the documented written instructions of Surecare unless the Supplier is required by Domestic Law to otherwise process that

Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify Surecare of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying Surecare;

- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Surecare, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of Surecare has been obtained;
- (e) assist Surecare, at Surecare's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Surecare without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of Surecare, delete or return Personal Data and copies thereof to Surecare on termination of the agreement unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by Surecare or Surecare's designated auditor.

8.5 Surecare does not consent to the Supplier appointing any third party processor of Personal Data under this agreement.

9. Insurance

During the term of the Contract and for a period of 5 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on Surecare's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. Termination

10.1 Without limiting or affecting any other right or remedy available to it, Surecare may terminate the Contract:

- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of control of the Supplier; or
 - (ii) the Supplier's financial position deteriorates to such an extent that in Surecare's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (iii) the Supplier commits a breach of clause 3.3(h),
 - (b) for convenience by giving the Supplier one months' written notice.
- 10.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven (7) days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction]; or
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11. Consequences of termination

- 11.1 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.
- 11.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. General

- 12.1 **Non-Compete.** During the term of the Contract and for a period of six (6) months after termination or expiry, the Supplier agrees to not be involved with the provision of services to (or otherwise have any business dealings with) any existing or prospective client of Surecare. For the avoidance of doubt, this clause 12.1 shall also apply to those existing or prospective clients of Surecare where the Supplier has provided a quotation to Surecare, even if Surecare do not proceed with an instruction to the Supplier. No direct provision of services to any existing or prospective client of Surecare is permitted for a period of six (6) months.
- 12.2 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the

period of delay or non-performance continues for four (4) weeks, the party not affected may terminate the Contract by giving seven (7) days' written notice to the affected party.

12.3 Assignment and other dealings.

- (a) Surecare may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Surecare.

12.4 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, Surecare's, clients or suppliers of the other party, except as permitted by clause 12.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.5 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

12.7 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this clause 12.7, the parties shall negotiate in good faith to agree a

replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.

12.9 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by fax to its main fax number or sent by email to the address specified in the Specification.
- (b) A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; 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; if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.10 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.11 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.