

Service Contract between Park Property Management and Beech Wood & Wheatcroft Residents Association

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Appendix 1

1 This Agreement is made on 7th April 2022

Between

(1) BEECHWOOD AND WHEATCROFT RESIDENTS ASSOCIATION

(2) PARK PROPERTY MANAGEMENT (property factors registration number PF000423 / company no SC413993)

Each of the Supplier and Customer is referred to individually as a "Party" and together "the Parties". Unless stated otherwise, any defined terms in this agreement are set out in the attached schedule.

2 PRICE AND PAYMENT

The price for the service shall be in the relevant price or prices stated in Appendix 1. Invoices must be supplied for 1st May 2022.

3 CONFIDENTIALITY

3.1 The supplier shall keep confidential any information received by the customer which is identified as or may reasonably be deemed to be confidential and shall not disclose such confidential information to any third party. Use information will be used for the purpose of this agreement only.

4 LIABILITY AND INSURANCE

4.1 The supplier shall obtain and maintain in force for the term of this agreement adequate and suitable insurance with a reputable insurance company to cover its liability under this agreement. The supplier shall supply to the customer on its reasonable request, certificates to prove that the supplier has appropriate and valid insurance. The supplier shall be liable under all provisions of this agreement whether or not it complies with the provisions of this clause.

5 DURATION AND TERMINATION

5.1 This agreement shall commence on the date specified in the schedule and subject to the provisions of this, shall continue in force for the term until (i) termination by either Party giving to the other Party written notice as specified in the schedule (ii) the expiry date

5.2 Either Party may terminate the agreement immediately on written notice to the other party if;

- 5.2.1 the other party commits a material and / or persistent breach of this agreement and fails to remedy that breach within the number of days specified in the Schedule after notification in writing to do so.
- 5.2.2 the other party becomes or proposes to become insolvent, including without limitation, by way of administration, receivership, liquidation or is unable to pay debts as and when they fall due or the Party giving notice under this Clause, acting reasonably, has serious doubts as to the other party's solvency.
- 5.2.3 the supplier shall not be entitled to any claims, compensation or damages out of the valid termination of this agreement in accordance with this agreement notwithstanding any provision or rule of law to the contrary.

6 GENERAL

6.1 The supplier is appointed as an independent contractor and this Agreement is not intended to create or establish, nor shall be construed as creating or establishing, any agency, partnership or corporate relationship between parties.

6.2 This agreement is personal to the supplier and the supplier shall not assign novate, dispose of, sub licence, sub-contract or otherwise transfer this agreement nor any of its rights and obligations under it to any third party without the customers prior written consent. This agreement shall be binding on the suppliers successors in title.

6.3.1 The supplier warrants that it shall:

- (a) comply with all applicable laws and regulations relating to anti-bribery and anti-corruption
- (b) promptly report to the customer any requests or demand for any undue financial or other advantage of any kind received by the supplier or any of its officers in connection with this agreement.

Breach of this clause shall be deemed a material breach and the customer shall be entitled to terminate the agreement with immediate effect and recover from the supplier the amount of any loss resulting from such termination.

6.3.2 The supplier warrants that it shall

- (c) during the term of this agreement and for the period of six years thereafter maintain such records relating to the service provided to the customer under this agreement.

- (d) promptly report to the customer if becomes aware or has reason to believe that it, or any of its officers, employees have breached or potentially breached the Modern Slavery Act 2015

6.5 Any variations to this agreement shall be made in writing and signed by both parties.

6.6 This agreement shall be governed by and construed in all respects according to the laws of Scotland and any dispute in relation to this agreement shall be subject to the exclusive jurisdiction of the Scottish court.

Schedule

This schedule forms part of this agreement

Commencement Date	1st May 2022
Expiry Date	30 th April 2025
Review Date	30 th April 2023
Terms	1 st May 2022 until 30 th April 2023 and then upon satisfactory performance and agreed by duly elected 2022 BWRA committee a further 2 years running from 1 st May 2023 until expiry date of 30 th April 2025
Fee's	See appendix 1
Services	As agreed in the Service Level agreement between BWRA & Park PM
Specifics	BWRA GM Account No 00407607 Sort Code 80-05-27
Payment Schedule	As per Appendix 1
Payment Terms	■ Monthly

Appendix 1

1st letter to be sent by 1st May 2022.

2nd reminding letter to be sent 28th May 2022.

Ground Maintenance fees to be set and agreed at the BWRA AGM will be £65 for year 2022.

Subject to agreement at the BWRA AGM, PARK PM will be entitled to collect £ plus VAT per property and then maintain this current fee for year 2023-2024, subject to satisfactory performance. For fiscal year 2024-2025 the fee will not rise by more than the current inflation rate and agreed in the Service Level Agreement. As per Service Agreement Park PM waives its right to a fee on any uncollected account.

Park PM to supply the BWRA committee with a list of outstanding addresses that have not paid their fees, the first report to be received by the secretary (Name and address to be supplied to Park PM post AGM). That DATE TO BE NO LATER THAN THE FIRST MONDAY of each month commencing June 2022

Any fees due to the Association from Park PM are to be paid Monthly prior to the Monthly report being produced and highlighted on said report if applicable.

Monthly account update - As a minimum this will contain a list of outstanding debtors (Address only) and summary of BWRA account with Park PM and any further news Park PM deem worthy of mention at the Monthly BWRA committee meeting.

SIGNED by or on behalf of the Parties on the date which first appears in this agreement

BEECHWOOD AND WHEATCROFT RESIDENTS ASSOCIATION

Signature



Name

TOM NEWFIELD

Position

CONTRACTS CO-ORDINATOR

Date

7/04/2022

Signature



Name

ROBERT KERR

Position

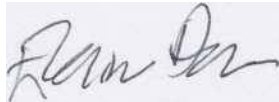
VICE CHAIR

Date

7-4-2022

PARK PROPERTY MANAGEMENT LIMITED

Signature



Position DIRECTOR

Date

7/4/22