



SERVICES AGREEMENT DATED ..... 2026

CONTRACT DETAILS

PARETO FM	Pareto Facilities Management Limited incorporated and registered in England and Wales with company number 09070750 whose registered office is at Holborn Town Hall, 193-197 High Holborn, London, WC1V 7BD
The Supplier	[Supplier/Contractor Name] incorporated and registered in England and Wales with company number [XXXXXXXX] whose registered office is at [Supplier/Contractor's Registered Address]
“Services”	Services comprise the services to be provided at the Property, as further described in Schedule 1 (Scope of Services).
Relevant Anniversary	[*] in each year
Pareto FM email address	[*]
Supplier’s email address	[*]

A. This agreement is made up of the following:

- (i) The Contract Details,
- (ii) The Conditions, and
- (iii) The Schedules.

B. If there is any conflict or ambiguity between the terms of the documents listed in paragraph A, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This agreement has been entered into on the date stated at the beginning of it.

Signed by .....  
for and on behalf of PARETO FM Director

Signed by .....  
for and on behalf of the Supplier Director



## THE CONDITIONS

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1. Definitions:

**“Applicable Laws”** means all applicable laws, statutes, regulations and codes from time to time in force.

**“Services”** means the services to be provided by the Supplier under this agreement, as further described in Schedule 1 (Scope of Services).

**“Business Day”** means a day, other than a Saturday, Sunday or Public Holiday in England, when banks in London are open for business.

**“Business Hours”** means the period from 9.00 am to 5.00 pm on any Business Day.

**“Change Order”** has the meaning given in clause 8.1.

**“Control”** has the meaning given in section 1124 of the Corporation Tax Act 2010, and controls, controlled and the expression change of Control shall be construed accordingly.

**“Initial Term”** means the period of [\*] year(s) commencing on the Commencement Date and expiring on the Expiry Date.

**“PARETO FM Materials”** means all documents, information, items and materials in any form (whether owned by PARETO FM or any third party), which are provided by PARETO FM to the Supplier in connection with the Works including the items provided pursuant to clause 5.1.3.

**“Deliverables”** means any outputs of the Services to be provided by the Supplier to PARETO FM as specified in Schedule 1 (Scope of Services), and any other documents, products, and materials provided by the Supplier to PARETO FM in relation to the Services (excluding the Supplier’s own tools, plant, and equipment used in the delivery of the Services).

**“Intellectual Property Rights”** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights,

trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Expiry Date"** means the date falling at the end of the Initial Term, being the date that is [\*] year(s) after the Commencement Date.

**"Mandatory Policies"** means PARETO FM's business policies as notified by PARETO FM to the Supplier from time to time, with which the Supplier shall comply in performance of the Services.

**"Milestones"** means any date by which a part or all of the Services is to be completed, as set out in Schedule 1 (Scope of Services).

**"Quarter Day"** means 25 March, 24 June, 29 September, and 25 December in each year.

**"Contract Charges"** means the sums payable by PARETO FM for the Services, as set out in Schedule 1 (Scope of Services).

**"Property"** means the premises at [insert full address] at which the Services are to be delivered, as further described in Schedule 1 (Scope of Services).

**"Works"** means all services and activities to be provided or carried out by the Supplier under this agreement, as further described in Schedule 1 (Scope of Services).

**"Planned Services"** means the scheduled services to be carried out by the Supplier in accordance with the schedule set out in Schedule 1 (Scope of Services) and applicable legislation.

**"Additional Works"** means any services carried out by the Supplier in response to a request or requirement that falls outside the scope of the Planned Services, to be charged at the rates set out in Schedule 2 (Schedule of Rates).

**"Additional Works Charges"** means the sums payable by PARETO FM to the Supplier for Additional Works, calculated by reference to the rates set out in Schedule 2 (Schedule of Rates).

- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. This agreement shall be binding on, and inure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended, consolidated, re-enacted, or replaced from time to time.
- 1.9. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10. A reference to writing or written includes email.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.12. A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.13. This agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with clause 14 (Termination), shall continue for the Initial Term and, if applicable, any Extension Term exercised in accordance with clause 1.14, expiring on the Expiry Date (or the last day of the Extension Term, as the case may be).
- 1.14. PARETO FM shall have the option to extend this agreement for one (1) further year beyond the Expiry Date (the "Extension Term") by giving written notice to the Supplier not less than one (1) month before the Expiry Date. If such notice is given, this agreement shall continue until the end of the Extension Term unless terminated earlier in accordance with clause 14 (Termination). For the avoidance of doubt, there shall be no further right of extension beyond the Extension Term and this agreement shall expire automatically at the end of the Extension Term unless the parties execute a new written agreement.
- 1.15. 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.

## **2. Commencement and duration**

- 2.1. This agreement shall commence on the date at the top of the Contract Details ("**Commencement Date**") and, unless terminated earlier in accordance with clause 14 (Termination), shall continue for the Initial Term as defined in clause 1.1, subject to any Extension Term exercised in accordance with clause 1.14.
- 2.2. The Supplier shall commence delivery of the Services on the date specified in Schedule 1 (the "Service Commencement Date") and shall maintain continuous provision of the Services throughout the term of this agreement.
- 2.3. PARETO FM may request Additional Works at any time during the term of this agreement. The Supplier shall carry out such Additional Works in accordance

with the timescales set out in Schedule 1 (Scope of Services) and shall charge for such works at the rates set out in Schedule 2 (Schedule of Rates).

- 2.4. Not less than [\*] weeks before the commencement of each contract year (or such other period as the parties may agree in writing), the Supplier shall provide to PARETO FM a detailed services schedule setting out all planned activities to be carried out during that contract year.
- 2.5. The Supplier shall maintain accurate and up-to-date records of all Works carried out, including completion records and any remedial actions taken. The Supplier shall make all such records available to PARETO FM on request and shall provide a monthly service report in accordance with Schedule 1 (Scope of Services).

### **3. Performance of Services**

- 3.1. The Supplier shall provide the Services in accordance with this agreement and Schedule 1 (Scope of Services) from the Service Commencement Date and shall maintain the requisite standards of performance throughout the term of this agreement.
  - 3.1.1. The Supplier shall ensure that all Services are carried out in accordance with applicable legislation, relevant industry standards, and any specifications agreed in writing with PARETO FM.
  - 3.1.2. The Supplier shall provide PARETO FM with copies of all relevant reports, certificates, and documentation arising from Works carried out within five (5) Business Days of completion of the relevant Works.
  - 3.1.3. All Works shall be carried out by personnel who hold the qualifications, competencies, and licences required by law and applicable industry standards for the type of work being undertaken.
  - 3.1.4. The Supplier shall establish, maintain, and keep up to date such records and registers as are necessary to support the delivery of the Services, and shall make such records available to PARETO FM on request.
  - 3.1.5. Where the Supplier identifies works or services that fall outside the agreed scope of the Services, the Supplier shall promptly notify PARETO FM in writing with a description of the issue, the proposed action, and a

cost estimate. No additional works or services shall be carried out without PARETO FM's prior written approval, except where urgent action is required to prevent imminent risk to life or property, in which case the Supplier shall notify PARETO FM as soon as reasonably practicable.

- 3.2. Any change to the scope of the Services, the Contract Charges, or any other material term of this agreement shall only be effective if agreed in accordance with clause 8 (Change control).
- 3.3. The Supplier shall proactively identify and report opportunities to improve the efficiency, cost-effectiveness, and sustainability of the Services, and shall participate in periodic service review meetings with PARETO FM as set out in Schedule 1 (Scope of Services).

#### **4. Supplier's responsibilities**

- 4.1. The Supplier shall:
  - 4.1.1. provide the Services and the Deliverables in accordance with this agreement and Schedule 1 (Scope of Services);
  - 4.1.2. ensure that the Services and Deliverables will conform in all respects with this agreement and Schedule 1 (Scope of Services) and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by PARETO FM;
  - 4.1.3. perform the Works with a high level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - 4.1.4. ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Works are of the best quality and are free from defects in workmanship, installation and design;
  - 4.1.5. co-operate with PARETO FM in all matters relating to the Works, and comply with PARETO FM's instructions;
  - 4.1.6. before the Service Commencement Date, obtain and maintain during the term of this agreement all necessary licences, qualifications,

accreditations, and consents, and comply with all relevant legislation in relation to:

(a) the Works; and

(b) the installation and use of the Supplier's own tools, plant, and equipment used in the delivery of the Services.

4.1.7. observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of PARETO FM's client's premises from time to time and that have been communicated to it under clause 5.1.4. The Supplier acknowledges that PARETO FM's client shall have the right to refuse any of the Supplier's personnel involved in the provision of the Works access to PARETO's client's premises, which shall only be given to the extent necessary for the performance of the Works (and PARETO FM shall have no liability to the Supplier in the event that PARETO FM's client refuses access to the Supplier's personnel);

4.1.8. hold all PARETO FM Materials in safe custody at its own risk, maintain such PARETO FM Materials in good condition until returned to PARETO FM, and not dispose of or use PARETO FM Materials other than in accordance with PARETO FM's written instructions or authorisations;

4.1.9. not do or omit to do anything which may cause PARETO FM to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

4.1.10. notify PARETO FM in writing immediately upon the occurrence of a change of Control of the Supplier; and

4.1.11. comply with any additional obligations imposed on it as set out in Schedule 1 (Scope of Services).

4.2. Time is of the essence in relation to:

4.2.1. Milestones; and

4.2.2. any other deadlines specified in Schedule 1 (Scope of Services). If the Supplier fails to meet the relevant deadlines, then (without prejudice to



PARETO FM's right to terminate this agreement and any other rights it may have), PARETO FM may:

- 4.2.2.1. refuse to accept any subsequent performance of the Works under the relevant part of Schedule 1 (Scope of Services) which the Supplier attempts to make;
- 4.2.2.2. purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;
- 4.2.2.3. hold the Supplier accountable for any loss and additional costs incurred; and
- 4.2.2.4. have any sums previously paid by PARETO FM to the Supplier in respect of the affected Works refunded by the Supplier.

4.3. In relation to the Supplier's personnel, the Supplier shall ensure that all personnel:

- 4.3.1. hold the qualifications, competencies, certifications, and licences required by law and applicable industry standards for the type of Works being undertaken;
- 4.3.2. have sufficient skills and experience to perform the tasks assigned to them; and
- 4.3.3. are present in sufficient numbers to enable the Supplier to fulfil its obligations under this agreement, including adequate cover for sickness and annual leave.

## **5. PARETO FM's obligations**

5.1. PARETO FM shall:

- 5.1.1. provide the Supplier with all necessary co-operation in all matters relating to the Works;
- 5.1.2. procure access to PARETO FM's client's premises and data and other facilities as may reasonably be requested by the Supplier and agreed with PARETO FM in writing in advance, for the purposes of the Works;



5.1.3. provide to the Supplier all documents, information, items and materials required under Schedule 1 (Scope of Services); and

5.1.4. inform the Supplier of all health and safety and security requirements that apply at PARETO FM's client's premises to which the Supplier will require access.

## **6. Default by PARETO FM**

6.1. A failure by:

6.1.1. PARETO FM to comply with the terms of this agreement; or

6.1.2. PARETO FM's client to allow the Supplier access to carry out the Works,

can only relieve the Supplier from complying with its obligations under this agreement with effect from the date on which the Supplier notifies PARETO FM in writing and in reasonable detail of PARETO FM's failure and its effect or anticipated effect on the Works.

## **7. Client Non-Contact and Instruction Protocol**

7.1. No Direct Engagement:

7.1.1. The Supplier shall not, whether directly or indirectly, engage, communicate, negotiate, or enter into any form of contractual or commercial arrangement with PARETO FM's client in relation to the Services or any additional services, except through PARETO FM. All engagement with PARETO FM's client must be conducted exclusively by or through PARETO FM.

7.2. Prohibition on Accepting Direct Instructions:

7.2.1. If PARETO FM's client (or any representative of PARETO FM's client) approaches the Supplier with requests, instructions, variations, or directions of any kind relating to the Services, the Supplier shall not act upon or acknowledge such instructions.

7.2.2. The Supplier shall immediately notify PARETO FM in writing of the approach and direct PARETO FM's client to communicate solely with PARETO FM.

7.3. No Circumvention:

7.3.1. The Supplier shall not take any action that could reasonably be considered an attempt to circumvent PARETO FM's relationship with PARETO FM's client or its role as the lead service provider.

7.4. Breach:

7.4.1. Any breach of this clause shall be considered a material breach of this Agreement and may result in termination of the Supplier's engagement, without prejudice to any other rights or remedies available to PARETO FM.

## 8. Change control

8.1. Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect those changes will have on:

- 8.1.1. the Works;
- 8.1.2. the Contract Charges;
- 8.1.3. the timetable for the Works; and
- 8.1.4. any of the other terms of this agreement.

All Change Orders shall be prepared using the template "Amendment Agreement" as set out in Schedule 3.

8.2. If PARETO FM wishes to make a change to the Works:

- 8.2.1. it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Order; and
- 8.2.2. the Supplier shall, within seven (7) Business Days of receiving PARETO FM's request under clause 8.2.1, provide a draft Change Order to PARETO FM.

8.3. If the Supplier wishes to make a change to the Works, it shall provide a draft Change Order to PARETO FM.

8.4. If the Supplier submits a draft Change Order in order to comply with any applicable safety or regulatory requirements and such changes do not affect the

nature, scope of, or charges for the Works, PARETO FM shall not unreasonably withhold or delay consent to it.

- 8.5. If the parties agree to a Change Order, they shall sign it and that Change Order shall amend this agreement accordingly.

## **9. Charges and payment**

- 9.1. In consideration of the provision of the Services by the Supplier, PARETO FM shall pay the Contract Charges in accordance with this clause 9.

- 9.2. The fixed periodic charges for the Planned Services shall be as set out in Schedule 1 (Scope of Services) and shall be payable monthly in arrears.

9.2.1. Additional Works Charges shall be calculated by reference to the rates set out in Schedule 2 (Schedule of Rates). The Supplier shall not carry out any Additional Works with an estimated value exceeding £250 without PARETO FM's prior written approval.

9.2.2. Materials required for Additional Works shall be charged at the Supplier's net cost plus the uplift percentage set out in Schedule 2 (Schedule of Rates). The Supplier shall maintain records of all materials used and shall provide evidence of net cost to PARETO FM on request.

9.2.3. The Supplier shall ensure that a works record sheet is completed for every Additional Works instruction, recording the time spent, materials used, and works completed. Copies of such records shall be provided with each invoice for Additional Works Charges.

- 9.3. The Contract Charges shall be reviewed annually on each anniversary of the Commencement Date. Any increase in the fixed periodic charges shall not exceed the lesser of:

9.3.1. [\*]%; or

9.3.2. the percentage change in the Consumer Price Index (CPI) for the preceding 12 months, unless otherwise agreed by the parties in writing.

- 9.4. The Supplier shall invoice PARETO FM:

9.4.1. for the fixed periodic charges, [monthly/quarterly] in [advance/arrears] on the [\*] day of each [month/quarter]; and

- 9.4.2. for Additional Works Charges, within [X] Business Days of completion of the relevant Additional Works. In any event, the Supplier shall submit each invoice to PARETO FM no later than thirty (30) days after the date on which it first becomes entitled to raise that invoice (the "Invoice Deadline"). If the Supplier fails to submit an invoice by the Invoice Deadline, PARETO FM shall not be obliged to pay that invoice and the Supplier shall have no claim against PARETO FM in respect of the relevant charges. Each invoice shall identify the Works to which it relates, the applicable charges, and shall be accompanied by the relevant supporting records.
- 9.5. Subject to clause 9.6, PARETO FM shall pay each invoice submitted to it by the Supplier within 45 days of the end of the calendar month in which the invoice is received, to a bank account nominated in writing by the Supplier.
- 9.6. Exception — Upstream Insolvency: Where PARETO FM's client becomes insolvent (whether as defined in section 113(2) of the Housing Grants, Construction and Regeneration Act 1996 or within the meaning of the Insolvency Act 1986), PARETO FM shall not be obliged to make payment to the Supplier in respect of the relevant Works unless and until PARETO FM receives payment from the insolvent client or its estate, provided that PARETO FM shall use reasonable endeavours to recover such sums from the insolvent client or its estate.
- 9.7. PARETO FM may, at any time set off any liability of the Supplier to PARETO FM against any liability of PARETO FM to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, PARETO FM may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by PARETO FM of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

## **10. Intellectual property rights**

- 10.1. PARETO FM and its licensors shall retain ownership of all Intellectual Property Rights in PARETO FM Materials and PARETO FM grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify PARETO FM Materials for the term of this agreement for the purpose of providing the Works to PARETO FM.
- 10.2. The Supplier assigns to PARETO FM (by way of present assignment of existing and future rights), with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables. The Supplier shall execute all documents and do all things reasonably required by PARETO FM to give effect to this assignment.

## **11. Insurance**

- 11.1. During the term of this agreement and for a period of six years after the expiry or termination of this agreement, the Supplier shall maintain in force, with a reputable insurance company, the following insurances:
  - 11.1.1. professional indemnity insurance at an amount not less than two million pounds sterling (£2,000,000);
  - 11.1.2. public liability insurance at an amount not less than five million pounds sterling (£5,000,000); and
  - 11.1.3. employer's liability insurance at an amount of not less than five million pounds sterling (£5,000,000)

and shall, on PARETO FM's request, produce the insurance certificates giving details of cover and the receipts for the current year's premium.

## **12. Compliance with laws and policies**

- 12.1. In performing its obligations under this agreement, the Supplier shall comply with the Applicable Laws and shall specifically comply with (but not be limited to) the following statutory and regulatory requirements applicable to the Services:
  - 12.1.1. Health and Safety at Work etc. Act 1974 and the Management of Health and Safety at Work Regulations 1999 (risk assessments, safe systems

of work, and duty of care to employees, contractors, and members of the public);

- 12.1.2. Regulatory Reform (Fire Safety) Order 2005 and the Fire Safety Act 2021 (fire safety obligations applicable to work carried out on premises);
- 12.1.3. Electricity at Work Regulations 1989 (where applicable to the Services);
- 12.1.4. Gas Safety (Installation and Use) Regulations 1998 (where applicable to the Services);
- 12.1.5. Control of Asbestos Regulations 2012 (where applicable to the Services);
- 12.1.6. Provision and Use of Work Equipment Regulations 1998 (PUWER) and the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) (where applicable to the Services);
- 12.1.7. Control of Substances Hazardous to Health Regulations 2002 (COSHH) (where applicable to the Services);
- 12.1.8. Environmental Protection Act 1990 (lawful waste handling, documentation, and disposal);
- 12.1.9. Work at Height Regulations 2005 (where applicable to the Services);
- 12.1.10. UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (processing of any personal data encountered in the course of delivering the Services);
- 12.1.11. Modern Slavery Act 2015 (ensuring the Supplier's supply chain is free from forced labour and human trafficking);
- 12.1.12. Equality Act 2010 (non-discrimination in the employment of personnel and delivery of the Services).

### 13. **Limitation of liability**

- 13.1. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 13.2. Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
  - 13.2.1. death or personal injury caused by negligence;

- 13.2.2. fraud or fraudulent misrepresentation; or
  - 13.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or other liability which cannot be limited or excluded by applicable law.
- 13.3. Subject to clause 13.1 (no limitations in respect of deliberate default) and clause 13.2 (liabilities which cannot legally be limited), neither party shall have any liability to the other for any loss of profit, loss of business, loss of anticipated savings, or any indirect or consequential loss. Subject to the foregoing, PARETO FM's total liability to the Supplier shall be capped at 100% of the annual contract value, or the total sums paid or payable under the contract, and the Supplier's total liability to PARETO FM shall not exceed five million pounds sterling (£5,000,000).
- 14. Termination**
- 14.1. Without affecting any other right or remedy available to it, PARETO FM may terminate this agreement with immediate effect by giving written notice to the Supplier if:
- 14.1.1. there is a change of control of the Supplier; or
  - 14.1.2. the Supplier's financial position deteriorates to such an extent that in PARETO FM's reasonable opinion the Supplier's capability to adequately fulfil its obligations under this agreement has been placed in jeopardy;  
or
  - 14.1.3. the Supplier commits a breach of clause 7 or clause 12.
- 14.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 14.2.1. the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- 14.2.2. 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
- 14.2.3. 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.
- 14.2.4. Without affecting any other right or remedy available to it, PARETO FM may terminate this agreement for convenience at any time by giving not less than ninety (90) days' written notice to the Supplier. Termination pursuant to this clause 14.2.4 shall not entitle the Supplier to claim any loss of profit, loss of anticipated revenue, or any other compensation beyond payment for Services properly performed up to and including the date of termination.
- 14.3. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 14.4. Termination or expiry of this agreement 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 this agreement which existed at or before the date of termination or expiry.

## **15. General**

- 15.1. **Force majeure** - Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement 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 this agreement by giving seven (7) days' written notice to the affected party.
- 15.2. **Subcontracting** - The Supplier may not subcontract any or all of its rights or obligations under this agreement without the prior written consent of PARETO FM. If PARETO FM consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- 15.3. **Confidentiality** - Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs (meaning any holding company or subsidiary of that party, or any subsidiary of any such holding company, as such terms are defined in section 1159 of the Companies Act 2006), except as permitted by clause 16.3.1.
- 15.3.1. Each party may disclose the other party's confidential information:
- 15.3.1.1. 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 this agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.3; and
  - 15.3.1.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 15.3.2. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 15.4. **Entire agreement** - This agreement 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.
- 15.5. **Variation** - Subject to clause 8 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.6. **Assignment and other dealings**
- 15.6.1. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement. For the avoidance of doubt, subcontracting is dealt with in clause 15.2.
- 15.6.2. PARETO FM may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that it gives prior written notice of such dealing to the Supplier.
- 15.7. **Rights and remedies** - The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.8. **Conflict** - If there is an inconsistency between any of the provisions of the Conditions and the provisions of the Schedules, the provisions of the Conditions shall prevail.
- 15.9. **No partnership or agency** - Nothing in this agreement is intended to, or shall 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.
- 15.10. **Waiver:**

15.10.1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.10.2. A failure or delay by a party to exercise any right or remedy provided under this agreement 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 this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.11. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 15.11 shall not affect the validity and enforceability of the rest of this agreement.

**15.12. Notices:**

15.12.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

15.12.1.1. 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

15.12.1.2. sent by email to the address specified in the Contract Details.

15.12.2. Any notice shall be deemed to have been received:

15.12.2.1. if delivered by hand, at the time the notice is left at the proper address;

15.12.2.2. 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

15.12.2.3. if sent by 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 15.12.2.3, 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.

15.12.3. This clause 15.12 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.

15.13. **Third party rights** - Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

15.14. **Governing law** - This agreement, 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.

15.15. **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 this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

## Schedule 1 - Scope of Services

[To be completed with the specific scope of services, service schedule, service levels, KPIs, and Service Commencement Date applicable to the Property]

### 1. Introduction

1.1. This Schedule 1 forms part of the Services Agreement (“Agreement”) between Pareto FM and the Supplier and sets out the Scope of Services, service schedule, service levels, and KPIs applicable to the Property.

### 1.2. Key Terms

1.2.1. **“Services Schedule”** means the detailed schedule of planned services, tasks, frequencies, responsible personnel, and any applicable compliance dates to be provided by the Supplier in accordance with clause 2.4 of this Agreement.

1.2.2. **“Statutory Compliance”** means compliance with all statutory inspection, testing, certification, and other requirements applicable to the Services and the Property, including those set out in clause 13 of this Agreement.

1.2.3. **“Priority 1 - Emergency”** means an issue posing an immediate risk to life, safety, or security, requiring attendance within [\*] hour(s) and remediation or make-safe within [\*] hour(s), on a 24/7 basis.

1.2.4. **“Priority 2 - Urgent”** means an issue causing significant disruption to the operation or occupation of the Property, requiring attendance within [\*] hour(s) and remediation within [\*] hour(s) during Business Hours.

1.2.5. **“Priority 3 - Routine”** means a defect or service requirement that does not cause significant disruption to the operation or occupation of the Property, requiring attendance within [\*] Business Day(s) and remediation within [\*] Business Day(s).

1.2.6. **“Business Hours”** means 09:00am to 5:00pm Monday to Friday, excluding public holidays in England and Wales, unless otherwise agreed in writing by PARETO FM.

1.2.7. **“Out of Hours”** means any period outside Business Hours, including weekends and public holidays. The Supplier shall maintain a 24/7 emergency call-out capability for Priority 1 matters throughout the term of this Agreement.

## 2. Scope of Services

2.1. The Supplier shall provide all labour, equipment, tools, materials, management, and supervision necessary to deliver the Services at the Property, including all Planned Services and Additional Works as described in this Schedule 1.

2.2. The Services include (but are not limited to) the following categories of work, to be further detailed in the Services Schedule:

2.2.1. [Service Category 1] - [description of services within this category]

2.2.2. [Service Category 2] - [description of services within this category]

2.2.3. [Service Category 3] - [description of services within this category]

2.2.4. [Service Category 4] - [description of services within this category]

2.2.5. [Service Category 5] - [description of services within this category]

2.3. Any additional services as agreed between the parties in writing from time to time in accordance with clause 8 (Change control) of this Agreement

2.3.1. Applicable legislation and regulations

2.3.2. Client policies and procedures

2.3.3. Industry best practice

2.3.4. KPIs and SLAs described in this Schedule 1

2.4. Services shall be delivered without disruption to the Client’s business operations.

## 3. Mobilisation and Transition

3.1. The Supplier shall prepare and deliver a written Mobilisation Plan to PARETO FM within [\*] weeks of the date of this Agreement. The Mobilisation Plan shall include:

3.1.1. Appointment, vetting, and confirmation of all key personnel, including the named Contract Manager

3.1.2. A comprehensive review and validation of the scope of the Services

- 3.1.3. Risk assessments and method statements for all planned activities, where applicable
- 3.1.4. A draft Services Schedule covering all activities within the agreed scope, in accordance with clause 2.4 of this Agreement
- 3.1.5. Such other plans, registers, or documentation as may be required under this Agreement or Schedule 1
- 3.2. Mobilisation shall be completed no later than the Service Commencement Date.
- 3.3. Where applicable, TUPE processes shall be handled in accordance with legislation.

#### **4. Service Hours and Access**

- 4.1. Planned Preventative Maintenance Works shall be carried out during Business Hours, unless otherwise agreed with PARETO FM in advance in writing. Reactive Works shall be attended in accordance with the priority response times set out in this Schedule 1.
  - 4.1.1. The Supplier shall maintain a 24/7 emergency call-out service for Priority 1 Reactive Works throughout the term of this Agreement.
- 4.2. The Supplier shall comply with all site access, security, and permit-to-work procedures applicable at the Property, including any requirements notified by PARETO FM or PARETO FM's client from time to time.
- 4.3. Access for planned works outside Business Hours must be agreed in writing with PARETO FM not less than [\*] Business Days in advance, save that no such advance notice is required for Priority 1 Emergency Reactive Works.

#### **5. Equipment, Materials and Consumables**

- 5.1. The Supplier shall provide all equipment, tools, chemicals, and consumables required to deliver the Services.
- 5.2. All equipment must be:
  - 5.2.1. Fit for purpose
  - 5.2.2. PAT-tested (where applicable)
  - 5.2.3. Maintained and replaced as needed

5.3. The Supplier shall maintain detailed records of consumable usage and stock levels.

## 6. Locations

6.1. The Services shall be delivered at the following Property:

6.1.1. Property Name: [\*]

6.1.2. Address: [\*]

6.1.3. Property Type: [e.g. office, industrial, retail, mixed-use]

6.1.4. Gross Internal Area: [\*] sq m

6.1.5. Normal Occupation Hours: [\*]

6.2. Any additional properties may be added to the scope of this Agreement by way of a Change Order executed in accordance with clause 8 of this Agreement.

6.3. The Supplier shall complete and maintain up-to-date site-specific risk assessments and method statements for all activities carried out at the Property.

## 7. The Suppliers Personnel

7.1. The Supplier shall provide sufficient suitably trained, qualified, and vetted personnel to meet the service requirements set out in this Schedule 1, including a named Contract Manager as the primary point of contact for PARETO FM.

7.2. staff must:

7.2.1. Wear appropriate uniforms and carry identification

7.2.2. Comply with site conduct rules

7.2.3. Be trained in all relevant health and safety requirements applicable to the Services

7.3. Holiday and sickness cover must be provided to ensure service continuity.

7.4. Subcontracting is prohibited without written approval.

## 8. Management, Supervision and Reporting

8.1. The Supplier shall provide a dedicated Supervisor responsible for daily oversight.

8.2. Weekly audits shall be completed and retained for inspection.

8.3. Monthly service reports shall be submitted to PARETO FM by the [\*] Business Day of the following month and shall include:

- 8.3.1. Services completion rate and statutory compliance status (where applicable)
- 8.3.2. Summary of all Services delivered during the period
- 8.3.3. Additional Works log including priority classification, response times achieved, and completion status
- 8.3.4. Relevant certificates and reports issued during the period (where applicable)
- 8.3.5. Staff attendance and any changes to key personnel
- 8.3.6. Outstanding defects, remedial actions required, and recommendations for improvement

8.4. Quarterly review meetings shall be held with Pareto FM.

## **9. Health, Safety and Environmental Requirements**

- 9.1. The Supplier shall comply with all relevant H&S legislation including:
  - 9.1.1. Health & Safety at Work Act
  - 9.1.2. COSHH Regulations
  - 9.1.3. Manual Handling Regulations
- 9.2. All chemicals must be safely stored, labelled, and controlled.
- 9.3. Supplier staff must report hazards, defects, spillages, and pest sightings immediately.
- 9.4. Environmental requirements include:
  - 9.4.1. Waste segregation
  - 9.4.2. Reduced chemical usage where possible
  - 9.4.3. Use of eco-friendly consumables (where approved)

## **10. Waste & Specialist Waste**

- 10.1. The Supplier shall manage general waste, recycling, and washroom waste in accordance with Schedule 2.
- 10.2. Specialist waste (e.g., clinical, chemical, or IT waste) shall only be handled where explicitly included in the contract.

## **11. Service Levels & Response Times**

- 11.1. Service Levels and Response Times

- 11.1.1. **Priority 1** - Emergency (24/7): attendance within [\*] hour(s); remediation or make-safe within [\*] hour(s)
- 11.1.2. **Priority 2** - Urgent: attendance within [\*] hour(s) during Business Hours; remediation within [\*] hour(s)
- 11.1.3. **Priority 3** - Routine: attendance within [\*] Business Day(s); remediation within [\*] Business Day(s)
- 11.2. Key performance indicators, including Services completion rate targets and response time compliance, shall be agreed between the parties and appended to this Schedule 1.
- 11.3. Failure to meet the services completion targets or response times set out in this Schedule may result in service credits or other remedies as agreed between the parties.
- 12. Term**
  - 12.1. The Services under this Schedule 1 shall commence on Commencement Date and shall continue for the term of this Agreement, unless terminated earlier in accordance with clause 14 of this Agreement.
- 13. Charges**
  - 13.1. The fixed periodic charge for the Planned Services shall be:
    - 13.1.1. Annual Planned Services Charge: £[\*] per annum (exclusive of VAT), payable [monthly/quarterly] at £[\*] per [month/quarter]
    - 13.1.2. All charges are exclusive of VAT unless otherwise stated.
  - 13.2. Additional Works shall be charged at the rates set out in Schedule 2 (Schedule of Rates).
  - 13.3. No additional costs shall be incurred without the prior written approval of PARETO FM.
- 14. Invoicing**
  - 14.1. The Supplier shall invoice in accordance with clause 9.4 of this Agreement, including compliance with the Invoice Deadline. For the avoidance of doubt, PARETO FM shall not be obliged to pay any invoice submitted after the Invoice Deadline.

14.2. Each invoice must include:

14.2.1. breakdown of Services delivered

14.2.2. additional service requests completed

14.2.3. applicable rates

14.2.4. purchase order reference numbers (where required).

14.3. Incomplete or non-compliant invoices may be rejected by PARETO FM and returned to the Supplier for correction. The payment period under clause 9.5 of this Agreement shall not commence until a complete and compliant invoice has been received by PARETO FM, and no such rejection shall constitute a breach by PARETO FM of its payment obligations.

## **15. Change Control**

15.1. Changes to Services, Locations, staffing or pricing must follow the Change Control Procedure outlined in Clause 8 of this Agreement.

## **16. PARETO FM Obligations**

16.1. PARETO FM shall:

16.1.1. Provide access to sites and facilities

16.1.2. Provide secure storage for Supplier equipment

16.1.3. Provide utilities such as water, power, and lighting

16.1.4. Provide timely information to support service delivery

## **17. Confidentiality & Data Handling**

17.1. Supplier personnel may not disclose sensitive information encountered on site.

17.2. Photography is prohibited without written authorisation.

17.3. UK GDPR compliance is required where any personal data is encountered.

## **18. Business Continuity & Contingency**

18.1. The Supplier shall maintain a Business Continuity Plan covering:

18.1.1. Staff shortages

18.1.2. Equipment failure

18.1.3. Supply chain disruption

18.1.4. Emergency cleaning events

18.2. The Supplier shall ensure essential services continue during disruptions.



Signed by .....

for and on behalf of PARETO FM

Signed by .....

for and on behalf of the Supplier.

## Schedule 2 – Schedule of Rates

This Schedule 2 sets out the rates applicable to Additional Works carried out by the Supplier under the Services Agreement. All rates are exclusive of VAT unless otherwise stated.

### 1. Labour Rates

Standard Rate (Business Hours): £[\*] per hour

Standard Rate (Out of Hours): £[\*] per hour

Senior / Specialist Rate (Business Hours): £[\*] per hour

Senior / Specialist Rate (Out of Hours): £[\*] per hour

Additional categories and rates as agreed between the parties in writing.

### 2. Call-Out Charges

Business Hours Call-Out: £[\*] per call-out (inclusive of the first [\*] hour(s) of labour)

Out of Hours Call-Out: £[\*] per call-out (inclusive of the first [\*] hour(s) of labour)

### 3. Materials

3.1 Materials shall be charged at the Supplier's net cost plus an uplift of [\*]%. The Supplier shall provide evidence of net material cost to PARETO FM upon request.

The Supplier shall obtain PARETO FM's prior written approval before purchasing any single item of materials with a value exceeding £250.

Where Additional Works require the engagement of specialist subcontractors (subject to PARETO FM's prior written approval in accordance with clause 15.2 of this Agreement), such subcontractor costs shall be charged at the Supplier's net cost plus an uplift of [\*]%.

### 5. Annual Review

The rates set out in this Schedule 2 shall be reviewed annually on each anniversary of the Commencement Date. Any increase in the rates shall not exceed the lesser of:

- 5.1 2%; or
- 5.2 the percentage change in the Consumer Price Index (CPI) for the preceding 12 months, unless otherwise agreed by the parties in writing.



Any proposed increase shall be notified to PARETO FM in writing no less than 6 weeks before the relevant anniversary of the Commencement Date and shall be subject to PARETO FM's prior written agreement.



### Schedule 3 - Amendment Agreement

#### AMENDMENT AGREEMENT

##### Summary of Amendments

<b>Effective Date:</b>		<b>Customer Contact:</b>	
<b>Contract:</b>		<b>Supplier Contact:</b>	
		<b>Current Contract Value: (ex VAT)</b>	
<b>Amendment title:</b>		<b>Contract Amendment Value: (ex VAT)</b>	£0.00
<b>Amendment number:</b>		<b>Revised Contract Value: (ex VAT)</b>	

THIS AMENDMENT AGREEMENT is made with effect on [DATE]

BETWEEN

(1) Pareto Facilities Management Limited, a company registered in England and Wales under number 09070750 and having its registered office at Holborn Town Hall, 193-197 High Holborn, London, WC1V 7BD ("PARETO FM")

and

(2) [Supplier/Contractor Name], a company registered in England and Wales under number [XXXXXXXX] and having its registered office at [Supplier/Contractor's Registered Address] ("The Supplier").

The parties entered into an Agreement for the provision of [Description of services provided] with effect from [Effective Date of Agreement] ("Agreement Type, e.g. Master Services Agreement") and now wish to record in this Amendment Agreement certain amendments to the Agreement. In consideration of their respective obligations contained in this Amendment Agreement and in the Agreement, the parties agree as follows:

1. The defined terms used in the Agreement will apply to this Amendment Agreement.
2. The Agreement will be deemed amended as follows:

Clause	Amendment

3. The amendments set out in Paragraph 2 above shall take effect from the date of this Amendment Agreement. No other changes shall be deemed made to the Agreement except as set out in this Amendment Agreement.

The Amendment Agreement shall be governed by English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

This Amendment Agreement has been entered into in two (2) counterparts each an original and of equal value upon the date below:

<p>Signed for and on behalf of:</p> <p><b>PARETO FACILITIES MANAGEMENT LIMITED:</b></p> <p>Signature .....</p> <p>Name (print) .....</p> <p>Title .....</p> <p>Date .....</p>	<p>Signed for and on behalf of</p> <p><b>[SUPPLIER/CONTRACTOR NAME]:</b></p> <p>Signature .....</p> <p>Name (print) .....</p> <p>Title .....</p> <p>Date .....</p>
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