



**MASTER 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 are set out in a Statement of Work
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 Statements of Work in force from time-to-time in accordance with the Conditions.
  - (iii) The Conditions,
- 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 as set out in the Contract Details.

**“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.

**“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 Works to be provided by the Supplier to PARETO FM as specified in a Statement of Work and the Scope of Services (Schedule 2) and any other documents, products and materials provided by the Supplier to PARETO FM in relation to the Works (excluding the Supplier’s Equipment).

**“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.

**“Mandatory Policies”** means PARETO FM’s business policies as notified by PARETO FM to the Supplier from time to time.

**“Milestones”** means any date by which a part or all of the Works is to be completed and/or the time periods in which fixes must be applied contained in a Statement of Work.

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

**“SOW Charges”** means the sums payable for the Works as set out in a Statement of Work.

**“Statement of Work”** means the detailed plan, agreed in accordance with clause 3 (Statements of work), describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in a Statement of Work in Schedule 1.

**“Supplier’s Equipment”** means any equipment, including tools, systems, cabling, or facilities, provided by the Supplier, its agents, subcontractors or consultants to PARETO FM and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work.

**“Works”** means the Services which are provided by the Supplier under the Statement of Work, including services which are incidental or ancillary to the Works.

- 1.2. Clause, Schedule, and paragraph headings shall not affect the interpretation of this agreement.

- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. 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.
- 1.5. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8. 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.
- 1.9. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as it is in force as at the date of this agreement.
- 1.10. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made as at the date of this agreement under that legislation or legislative provision.
- 1.11. A reference to writing or written includes email.
- 1.12. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13. 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.
- 1.14. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

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 shall continue, unless terminated earlier in accordance with clause 15 (Termination), until either party gives to the other party written notice to terminate. Such notice shall be served no earlier than the Relevant Anniversary of the Commencement Date and shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 2.2. If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 2.1, such notice shall terminate this agreement with immediate effect.
- 2.3. The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.
- 2.4. PARETO FM may procure any of the Services, in any quantity and/or quality by agreeing a Statement of Work with the Supplier pursuant to clause 3 (Statements of Work).
- 2.5. The Supplier shall provide the Works from the date specified in the relevant Statement of Work.

## **3. Statements of Work**

- 3.1. Each Statement of Work shall be agreed in the following manner:
- 3.1.1. PARETO FM shall ask the Supplier to prepare a draft Statement of Work for Services required by PARETO FM;
- 3.1.2. within seven Business Days of PARETO FM’s request, the Supplier shall notify PARETO FM of any additional information it reasonably requires in order to prepare a Statement of Work;

- 3.1.3. within seven Business Days of receipt of the required information from PARETO FM, the Supplier shall provide PARETO FM with the draft Statement of Work requested;
- 3.1.4. the Supplier and PARETO FM shall discuss and agree that draft Statement of Work; and
- 3.1.5. both parties shall sign the draft Statement of Work when it is agreed.
- 3.2. Once a Statement of Work has been agreed and signed in accordance with clause 3.1.5, no amendment shall be made to it except in accordance with clause 8 (Change control) or clause 16.5.
- 3.3. Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

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

- 4.1. The Supplier shall:
  - 4.1.1. provide the Works and the Deliverables in accordance with a Statement of Work;
  - 4.1.2. ensure that the Works and Deliverables will conform in all respects with a Statement of Work 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 the highest 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 date on which the Works are to start, obtain and maintain during the term of the relevant Statement of Work, all necessary licences and consents and comply with all relevant legislation in relation to:

- (a) the Works; and
  - (b) the installation and use of the Supplier's Equipment.
- 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 a Statement of Work.
- 4.2. Time is of the essence in relation to Milestones for the Supplier. 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:
- 4.2.1. refuse to accept any subsequent performance of the Works under the relevant Statement of Work which the Supplier attempts to make;

- 4.2.2. 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;
  - 4.2.3. hold the Supplier accountable for any loss and additional costs incurred; and
  - 4.2.4. 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 have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this agreement.

## **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 a Statement of Work; 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 LV in relation to the Services or any additional services, except through PARETO FM. All engagement with LV must be conducted exclusively by or through PARETO FM.

### **7.2. Prohibition on Accepting Direct Instructions**

7.2.1. If LV (or any representative of LV) 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 LV 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 LV 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 Works, 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 SOW Charges;
- 8.1.3. the timetable for the Works; and
- 8.1.4. any of the other terms of the relevant Statement of Work.
- 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 at 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 the relevant Statement of Work.

## **9. Charges and payment**

- 9.1. In consideration of the provision of the Works by the Supplier, PARETO FM shall pay the SOW Charges.
- 9.2. Where the SOW Charges are calculated on a time and materials basis:
  - 9.2.1. the Supplier's daily fee rates for each individual person as set out in a Statement of Work are calculated on the basis of an eight-hour day, worked during Business Hours;
  - 9.2.2. the Supplier shall not be entitled to charge on a pro rata basis for part days worked by the Supplier's team during Business Hours, unless it has PARETO FM's prior written consent to do so;
  - 9.2.3. the Supplier shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and the Supplier shall indicate the time spent per individual in its invoices.
- 9.3. Where the SOW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.
- 9.4. The Supplier shall invoice PARETO FM for the SOW Charges at the intervals specified, or on the achievement of the Milestones indicated, in a Statement of Work. If no intervals are specified, the Supplier shall invoice PARETO FM at the end of each month for Works performed during that month.
- 9.5. Subject to clause 8.6, PARETO FM shall pay each invoice submitted to it by the Supplier within 45 days of date of invoice to a bank account nominated in writing by the Supplier.
- 9.6. Exception — Upstream Insolvency: Where PARETO FM's client becomes insolvent (as defined in section 113(2) of the Housing Grants, Construction and Regeneration Act 1996), 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.
- 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. Rebate

- 10.1. In this clause 10: “Rebate” means the sum calculated in accordance with clause 10.3; and “Relevant Percent” means the percent set out in the table in clause 10.3.
- 10.2. The Supplier shall pay to PARETO FM the Rebate in accordance with this clause 10.
- 10.3. The Rebate shall be a sum equal to the Relevant Percent of the total SOW Charges which become payable under Statements of Work in each calendar year (“Relevant Fees”) as follows:

Relevant Fees	Relevant Percent
Less than £100,000	1%
From £100,000 to £250,000	5%
In excess of £250,000	10%

- 10.4. For the avoidance of doubt, the Relevant Percent shall apply to the whole of the Relevant Fees, not just the element which meets or exceeds the relevant threshold.
- 10.5. After each Quarter Day, PARETO FM may prepare an interim calculation of the Rebate as at such Quarter Day and may, at its sole discretion, raise an invoice in respect of such interim calculation and provide the same to the Supplier together with its calculation of the interim payment and any supporting evidence.

- 10.6. PARETO FM shall prepare a final calculation of the Rebate after the end of the relevant calendar year and shall raise an invoice in respect of the Rebate (taking into account any payments made against interim invoices raised pursuant to clause 10.5).
- 10.7. The Supplier shall pay each invoice submitted to it by PARETO FM within 45 days of date of invoice to a bank account nominated in writing by PARETO FM.

## **11. Intellectual property rights**

- 11.1. 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.
- 11.2. The Supplier assigns to PARETO FM, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables;

## **12. Insurance**

- 12.1. 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:
  - 12.1.1. professional indemnity insurance at an amount not less than two million pounds sterling (£2,000,000);
  - 12.1.2. public liability insurance at an amount not less than five million pounds sterling (£5,000,000); and
  - 12.1.3. 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.

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

- 13.1. In performing its obligations under this agreement, the Supplier shall comply with the Applicable Laws.

## 14. **Limitation of liability**

- 14.1. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 14.2. Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- 14.2.1. death or personal injury caused by negligence;
  - 14.2.2. fraud or fraudulent misrepresentation; or
  - 14.2.3. 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.
- 14.3. Subject to clause 14.1 (no limitations in respect of deliberate default) and clause 14.2 (liabilities which cannot legally be limited), each party's total liability to the other shall not exceed five million pounds sterling (£5,000,000).

## 15. **Termination**

- 15.1. 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:
- 15.1.1. there is a change of control of the Supplier; or
  - 15.1.2. 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
  - 15.1.3. the Supplier commits a breach of clause 13.
- 15.2. 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:
- 15.2.1. 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;

- 15.2.2. 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
- 15.2.3. 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.
- 15.3. 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.
- 15.4. 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.

## **16. General**

- 16.1. **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 three (3) weeks, the party not affected may terminate this agreement by giving seven (7) days' written notice to the affected party.
- 16.2. **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.

16.3. **Confidentiality** - Each party undertakes that it shall not at any time during this agreement, and for a period of two 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 to which the other party belongs, except as permitted by clause 16.3.1.

16.3.1. Each party may disclose the other party's confidential information:

(a) 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 16.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3.2. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this agreement.

16.4. **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.

16.5. **Variation** - Subject to clause 7 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.6. **Assignment and other dealings**

16.6.1. 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 this agreement.

- 16.6.2. 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.
- 16.7. **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.
- 16.8. **Conflict** - If there is an inconsistency between any of the provisions of this agreement and the provisions of the Statements of Work, the provisions of this the Statement of Work shall prevail.
- 16.9. **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.
- 16.10. **Waiver:**
- 16.10.1. 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.
- 16.10.2. 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.
- 16.11. **Severance** - 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.

## 16.12. Notices:

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

(a) 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

(b) sent by email to the address specified in the Contract Details.

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

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) 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

(c) 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 (c), 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.

16.12.3. This clause 16.12 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.

16.13. **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.

16.14. **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.

16.15. **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 - Statement of Work**

[Example for Cleaning Services]

### **1. Introduction**

- 1.1. This Statement of Work (“SOW”) is issued under and incorporates the terms of the Master Services Agreement (“MSA”) between Pareto FM the Supplier.
- 1.2. This SOW defines the Cleaning Services, Deliverables, Locations, Fees, Service Levels and Specifications, including all requirements set out in Schedule 2 – Scope of Services and Cleaning Specification.

### **2. Definitions:**

- 2.1. “Daily clean” means [\*]
- 2.2. “Deep clean” means [\*]
- 2.3. “Periodic clean” means [\*]
- 2.4. “Touchpoint sanitisation” means [\*]
- 2.5. “Business Hours” means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the United Kingdom
- 2.6. “Emergency Response” means [\*]

### **3. Scope of Services**

- 3.1. The Supplier shall provide all labour, equipment, consumables, and management necessary to deliver the Cleaning Services described in Schedule.
- 3.2. Services include:
  - 3.2.1. Routine daily cleaning
  - 3.2.2. Periodic and deep cleaning
  - 3.2.3. Waste and recycling management
  - 3.2.4. Washroom consumable replenishment
  - 3.2.5. Reactive and additional cleaning tasks
- 3.3. The Supplier shall ensure Services are delivered in accordance with:
  - 3.3.1. Applicable legislation and regulations
  - 3.3.2. Client policies and procedures
  - 3.3.3. Industry best practice

3.3.4. KPIs and SLAs described in this SOW

3.4. Services shall be delivered without disruption to the Client's business operations.

#### **4. Mobilisation & Transition**

4.1. The Supplier shall prepare and deliver a Mobilisation Plan including:

- 4.1.1. Staff recruitment and vetting
- 4.1.2. Site induction and training
- 4.1.3. RAMS, COSHH assessments, and equipment lists
- 4.1.4. Periodic cleaning planner
- 4.1.5. Initial deep clean (if required)

4.2. Mobilisation shall be completed within [\*] days before the Service Start Date.

4.3. Where applicable, TUPE processes shall be handled in accordance with legislation.

#### **5. Service Hours and Access**

5.1. Services shall be delivered during the following hours unless otherwise agreed:

5.1.1. [Insert hours e.g., 07:00–15:00, Monday–Friday]

5.2. The Supplier shall comply with site security procedures, including access control, sign-in requirements, and use of ID badges.

5.3. Out-of-hours access must be approved by Pareto FM in advance.

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

6.1. The Supplier shall provide all equipment, tools, chemicals, and consumables required to deliver the Services.

6.2. All equipment must be:

- 6.2.1. Fit for purpose
- 6.2.2. PAT-tested (where applicable)
- 6.2.3. Maintained and replaced as needed

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

6.4. Environmental and sustainability standards must be applied when selecting products.

## **7. Locations**

7.1. Services shall be delivered at the following Locations:

7.1.1. [\*]

7.1.2. [\*]

7.1.3. [\*]

7.1.4. [\*]

7.1.5. [\*]

7.2. Additional Locations may be added flowing the Change Control Procedure outlined in Clause 8 of the MSA.

7.3. The Supplier shall complete site-specific risk assessments for each location.

## **8. Staffing Requirements**

8.1. The Supplier shall provide the necessary number of suitably trained and vetted staff to meet the Service Specification.

8.2. staff must:

8.2.1. Wear uniforms and ID badges

8.2.2. Comply with site conduct rules

8.2.3. Be trained in COSHH, manual handling, and safe chemical use

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

8.4. Subcontracting is prohibited without written approval.

## **9. Management, Supervision & Reporting**

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

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

9.3. Monthly reports must include:

9.3.1. KPI performance

9.3.2. Tasks completed

9.3.3. Periodic cleaning

9.3.4. Consumable usage

9.3.5. Staff attendance

9.3.6. Issues and corrective actions

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

## **10. Health, Safety & Environmental Requirements**

- 10.1. The Supplier shall comply with all relevant H&S legislation including:
  - 10.1.1. Health & Safety at Work Act
  - 10.1.2. COSHH Regulations
  - 10.1.3. Manual Handling Regulations
- 10.2. All chemicals must be safely stored, labelled, and controlled.
- 10.3. Supplier staff must report hazards, defects, spillages, and pest sightings immediately.
- 10.4. Environmental requirements include:
  - 10.4.1. Waste segregation
  - 10.4.2. Reduced chemical usage where possible
  - 10.4.3. Use of eco-friendly consumables (where approved)

## **11. Waste & Specialist Waste**

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

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

- 12.1. Response Times for additional or reactive tasks during Business Hours:
  - 12.1.1. Acknowledgement: within [\*] minutes
  - 12.1.2. Attendance: within [\*] hours
  - 12.1.3. Completion: within [\*] hours/days, depending on scope
- 12.2. KPIs are defined in Schedule 2.
- 12.3. Failure to meet SLAs may incur corrective actions or service credits as per MSA.

## **13. Term**

- 13.1. This SOW shall commence on [Start Date] and continues until [End Date], unless terminated earlier in accordance with the MSA.

## **14. Fees and Payment**

- 14.1. Fees shall be:
  - 14.1.1. [Insert monthly fixed fee / hourly rate / unit pricing]

14.1.2. Exclusive of VAT unless stated otherwise

14.2. Additional services are chargeable at rates in the Schedule of Rates.

14.3. No additional costs shall be incurred without written approval.

## **15. Invoicing**

15.1. The Supplier shall invoice within 30 days of end of month.

15.2. Each invoice must include:

15.2.1. breakdown of Services delivered

15.2.2. additional service requests completed

15.2.3. applicable rates

15.2.4. purchase order reference numbers (where required).

15.3. Incomplete invoices may be rejected.

## **16. Change Control**

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

## **17. PARETO FM Responsibilities**

17.1. PARETO FM shall:

17.1.1. Provide access to sites and facilities

17.1.2. Provide secure storage for Supplier equipment

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

17.1.4. Provide timely information to support service delivery

## **18. Confidentiality & Data Handling**

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

18.2. Photography is prohibited without written authorisation.

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

## **19. Business Continuity & Contingency**

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

19.1.1. Staff shortages

19.1.2. Equipment failure

19.1.3. Supply chain disruption

19.1.4. Emergency cleaning events



19.2. 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 – Scope of Services**