

MOORHAVEN VIALLE
GROUNDS MAINTENANCE AGREEMENT

THIS AGREEMENT IS MADE BETWEEN:

Moorhaven Village Management Company Limited (MVMC).

Having its registered office at: The Estate Office, Moorhaven Village, Ivybridge,
Devon, PL21 0XJ

Hereinafter referred to as "the Company".

AND

Tree-work Ltd Trading as Arcadia Estates

Hereinafter referred to as "the Contractor".

EXECUTED IN TWO ORIGINALS WITH FOUR APPENDICES

BY *DONNA HEALY*

TITLE *DIRECTOR*

SIGNED
DIRECTOR *D Healy*

BY *ANDY LOVR*

TITLE *CONTRACTOR*

SIGNED
DIRECTOR *Andy*

FOR AND ON BEHALF OF MVMC

DATE *6/3/2016*

FOR AND ON BEHALF OF Arcadia Estates

DATE *6/3/2013*

PREAMBLE

DEFINITIONS

The terms listed below and used in the Agreement shall have the following meaning

"Grounds" shall mean Moorhaven Village Nr Ivybridge Devon

"The proposal" shall mean the proposals and quotations from the Contractor dated 14 December 2015 tabled to and reviewed by the Company including the Works Schedule attached as Annex A, the General Terms and Conditions attached at Annex

B and the Contractor's Grounds Maintenance Schedule attached as Annex C. The plans referred to throughout this document and its appendices or annexes are also attached as Annex D.

"The Works Schedule" shall include the scope of work as agreed by both parties and defined in Annexes A to C, which may be varied by the Company from time to time in agreement with the Contractor, and as the Contractor shall be required to carry out in respect of the maintenance of the grounds of Moorhaven Village.

"The contractor's staff" shall mean the permanent or temporary staff employed by the contractor and hereby authorized by the Company to enter the Grounds to carry out the works as defined by the Works Schedule and as varied by the Company from time to time in agreement with the Contractor.

"the Works" shall mean the specific tasks as defined by the Works Schedule and the General Terms and Conditions performed at the periodicity and frequency defined in the Contractor's Grounds Maintenance Schedule, attached at Annex C.

"the Equipment" shall mean the contractors powered machines, trailers, hand tools, protective clothing and protective head, feet, eye and ear gear.

"Waste Disposal" shall mean all cut fresh or dry vegetable material and the content of all waste bins, including but not limited to; grass clippings, branches, twigs, leaves and litter in the Grounds, which shall be disposed of, off site from the Grounds of the Company, by the Contractor at no extra charge to the Company, in full compliance with the prevailing Environmental Conditions laid down by the Agencies of HM Government including the Health and Safety Executive, the Department of the Environment, Food and Rural Affairs.

WHEREAS

The Company has placed a Purchase Order on the Contractor to commence the Works in accordance with the Works Schedule, General Terms and Conditions and the Contractor's Grounds Maintenance Schedule (Annexes A-C) this is conditional upon the Contractor undertaking such in accordance with the terms of this Agreement.

The Contractor has relevant experience and background and the Company wishes to engage the Contractor to undertake the Works in accordance with the Works Schedule General Terms and Conditions and the Contractor's Grounds Maintenance Schedule (Annexes A-C) and the Contractor hereby agrees to execute such Works in accordance with the terms of the Agreement

The Parties now wish to enter into this Agreement

NOW THEREFORE IT IS AGREED AS FOLLOWS

1 SCOPE OF THIS AGREEMENT

The purpose of this Agreement is to record the understanding between the Parties in relation to the pursuit of Grounds Maintenance Services at Moorhaven Village in accordance with the Works Schedule, General Terms and Conditions and the Contractor's Grounds Maintenance Schedule (Annexes A-C) with the following objectives:

- 1.1 The relationship between the Parties and their reciprocal rights and obligations
- 1.2 The precise quality of service levels expected by the Company from the Contractor and which the Contractor is expected to deliver
- 1.3 The performance of the tasks by the Contractor as detailed in this Agreement to the satisfaction of the Company over the term of the Agreement

2 RELATIONSHIP BETWEEN THE PARTIES

2.1 The Contractor agrees to notify the Company as soon as is practicable after any change of ownership, structure or change of partners of the Contractor.

2.2 This Agreement shall not be taken to create any joint venture, partnership or other similar arrangement and the Parties shall at all times stand in relation to each other as independent legal entities. The Contractor shall not hold itself out to any third party as the sole and exclusive Grounds Maintenance Contractor of the Company, without the prior written permission of the Company.

2.3 The Contractor hereby agrees to attend and be subject to monthly reviews from April 2016 to September 2016 and quarterly service level reviews thereafter, at the Estate Office of the Company, or such other place as agreed, conducted by two or more Directors of the Company during the term of this Agreement. The results of such reviews will be formally recorded by the Company and tabled to the Contractor within one week from date of the Review meeting. The Contractor hereby undertakes to put right to the satisfaction of the Company any agreed deficiencies in service levels arising from these periodic reviews.

3 SERVICES FROM AND SERVICE LEVELS REQUIRED OF CONTRACTOR

3.1 The Contractor hereby agrees to provide the full range of services defined in the Works Schedule General Terms and Conditions and the Contractor's Grounds Maintenance Schedule (Annexes A-C) including but not limited to Waste Disposal and to be bound by the service levels defined herein and shall have overall

responsibility for executing the Works in a proper and professional manner to the satisfaction of the Company and in accordance with the prevailing Health & Safety At Work regulations.

3.2 The Contractor shall ensure that all the staff who will undertake the Works at Moorhaven Village, will have been adequately and correctly briefed in the scope of the Works, are deemed to be competent and / or qualified to carry out the works, are trained in all Health & Safety matters and shall execute their duties for the Company with full compliance with these regulations.

3.3 The Contractor shall ensure that it and its staff to be engaged in undertaking the Works for the Company, are indemnified by public liability and employers liability insurance to the level of at least £3,000,000. The Contractor hereby undertakes to maintain such insurance cover for the term of this Agreement and to provide the Company with a copy of the policy document(s) and certificate(s) of insurance.

3.4 The Contractor shall undertake all the Works at the periodicity and frequency defined in the Works Schedule, General Terms and Conditions and the Contractor's Grounds Maintenance Schedule (Annexes A-C). In the event that adverse weather conditions prevent the Contractor in fulfilling its obligations as set out in the Agreement, the Contractor hereby undertakes to carry out the delayed tasks and the Scheduled Works within 15 days from due date of execution, or within any extension thereof granted by the Company in writing to the Contractor. Any further delay shall constitute a material breach of contract and the Company shall have the right to terminate this Agreement.

3.5 The Contractor shall undertake all the Works with due care and regard to the property of the Company and its shareholders. The Contractor shall be responsible for any damage loss or injury caused by its staff to the property of the Company or its shareholders during execution of the Works by the Contractor. The Company shall notify the Contractor in writing of any damage caused by a member of staff of the Contractor to the property of the Company or to the property of its shareholders; or of any loss or injury caused by a member of staff of the Contractor to the property of the Company or its shareholders; or of any loss or injury caused, in the Grounds or shareholders property, by a member of staff of the Contractor to any employee of the Company, or any one of its shareholders or their relatives and friends. The Contractor hereby undertakes to repair replace or compensate for loss, or put right any damage so caused by its staff within 30 days from date of the letter of notice from the Company to the Contractor. Failure to remedy the damage or to notify the Company in writing that the insurers of the Contractor are dealing with the claims for loss or injury shall constitute a material breach of contract and the Company shall have the right to terminate this Agreement.

3.6 The Company shall set up a Sub-committee of at least two Directors of the Company, to supervise the service levels and the performance of the Contractor. The Company requires the Contractor to attend service level reviews at monthly intervals for the first six months and then three monthly intervals thereafter. In the event that the Contractor does not perform its duties in full compliance with the terms of this Agreement, or in compliance with the requirements of the Health & Safety at Work Act, the Company shall issue a notice of default in writing to the Contractor and the Contractor hereby undertakes to remedy such defaults within 30 days from the date of letter of notice and failure to do so within this notice period shall constitute a material breach of contract and the Company shall have the right to terminate this Agreement.

3.7 The Contractor will ensure that it has sufficient human and financial resources and equipment to execute this Agreement in accordance with the terms herein.

3.8 Upon condition that the performance of this Agreement is not adversely affected in any way, the Contractor will not be prevented from carrying out work for the Company's shareholders on a private basis and outside the terms of this Agreement, but must disclose to the Company the existence of any such agreements prior to their respective commencement.

4 PERFORMANCE OF THIS AGREEMENT

4.1 If subsequent to the completion by both Parties of the Agreement the Contractor is unable or unwilling to carry out the Works, the Contractor shall advise the Company in writing that it wishes to terminate this Agreement. In this event the Contractor shall provide the Company with at least three calendar months advance notice of termination.

4.2 The Contractor shall be permitted by the Company to store, in a proper and safe manner, any equipment of the Contractor during the term of this Agreement in the Estate Shed of the Company at the full risk for loss damage fire etc of the Contractor. The Contractor shall ensure that its equipment so stored does not cause any damage or loss to the property of the Company and shall remove within 30 days any equipment of the Contractor that the Company deems unsafe. In compensation for this free use of the Estate Shed of the Company the Contractor undertakes to maintain the internal walls and external aspects of the Estate Shed at no additional charge to the Company

4.3 The Contractor shall not enter into any discussions or correspondence with Shareholders of the Company in performance with this Agreement or in connection with the scope of the Works. The Contractor shall notify the Company forthwith, in writing, if one or more shareholders of the Company complain verbally or in writing, about it or a member of its staff. The Contractor hereby undertakes to work with the Board and / or any Sub-committee of the Company to assess the validity of such

complaint and in the event the complaint is accepted by the Contractor, it will act in good faith to the complaint and take such action as is required by it or its staff, to ensure that it does not repeat the incidences or actions, which could result in the same complaint being repeated

4.4 The Contractor shall be responsible for all consumables and fuel and repair and maintenance of all equipment and vehicles required to undertake all the Works for the Company. The Contractor shall be responsible for ensuring that appropriate insurances and taxes are in place in relation to equipment and vehicles at all times. The Company shall not be required to make any payments to the Contractor in respect of the aforementioned items.

4.5 The Company is prepared to consider renewing this Agreement with the Contractor, subject to the Contractor executing its obligations under the terms of this Agreement to the full satisfaction of the Company. Both Parties hereby undertake to enter into such renewal negotiations three calendar months prior to expiry of the term of this Agreement.

4.6 The Contractor shall be responsible for publishing relevant information on the Moorhaven Village website, or such other websites as are agreed between the Contractor and the Company at regular intervals, at least monthly, regarding the frequency of grass cutting and any other works and / or matters concerning the smooth running of this Agreement. For the avoidance of doubt the purpose of this clause is to ensure that the Company's shareholders are kept informed on a regular basis about the performance of the Agreement.

4.7 Any specific correspondence from the Company's shareholders to the Contractor must be referred to the Company as soon as it is received by the Contractor, so that an appropriate response can be prepared.

5 CHARGES AND PAYMENT TERMS

5.1 The total annual fees due to the Contractor subject to the performance of its obligations under this Agreement shall be £75,000.00 for year 1 and £66,450.00 per annum for years 2 and 3 (including VAT if applicable).

5.2 The Company undertakes during the term of this Agreement to pay the Contractor a fixed monthly amount, in arrears, by electronic transfer into the bank account specified by the Contractor, upon the receipt of an invoice from the Contractor and provided the Contractor has performed its services to a satisfactory level. The fixed amount will equate to 1/12th of the agreed amount. Payment will be made on the 21st day of each month, or as near as.

6 REFERENCES

The Contractor shall secure the prior written approval of the Company, prior to mentioning his participation in this Agreement with the Company, for external communication needs of the Contractor, for publicity purposes, or for the Company to be used as a referee to prospective Clients of the Contractor.

7 NON-ASSIGNMENT

As this Agreement is entered into *intuit personae* the Parties are not authorized to transfer all or part of their rights and obligations under this Agreement without prior written consent from the other Party.

8 DURATION AND TERMINATION

8.1 The Agreement shall come into effect on 1st April 2016 and shall continue in force for 36 calendar months, or until both Parties mutually agree to terminate this Agreement.

8.2 Notwithstanding the terms and conditions contained in this Agreement and without prejudice to any other right to terminate and cancel, this Agreement may be terminated or cancelled in its entirety by written notice by one Party to the other, upon the occurrence of one or more of the following

- a Should a party commit a substantial breach of this Agreement and not remedy that breach within thirty (30) working days of receipt of written notice from the other Party requiring remedy of the same
- b Should a Party become insolvent, or have a receiving order made against it, or compound with its creditors, or being a corporation to be wound up, or carry on its business under a receiver for the benefit of its creditors, or take or suffer any other like action in consequence of debt. In such event the other Party may as an alternative to giving notice of termination, give the receiver, liquidator or other person charged with carrying on the business of the fiscally compromised Party, the option of carrying out this Agreement subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the remainder of the Agreement

9 GENERAL

9.1 Entire Agreement

The Parties acknowledge that this Agreement constitutes the whole Agreement entered into between them and replaces and supersedes any earlier written or oral proposal provision or agreement.

9.2 Modification of this Agreement

No subsequent document or modification of this Agreement irrespective of its form shall have effect between the Parties if not recorded in an amendment duly dated and signed by the Parties.

9.3 Titles

In case of a discrepancy between any of the clauses in this Agreement and its title the contents of the clause shall be senior to its title.

9.4 Severability

If any of the provisions of this Agreement is null or invalid under existing law or a final legal ruling it shall be deemed not to have been written. However this shall not entail the avoidance of this Agreement or affect the validity of its other provisions.

9.5 Non-Waiver

The fact that either Party does not claim enforcement of a clause in this Agreement or passes over its non-performance whether permanently or temporarily shall not be construed as a waiver by such Party of its rights under the said clause.

9.6 Applicable law and disputes

This contract and any deeds following hereon shall be governed by English law. In case of a dispute regarding the understanding or performance of this Agreement the Parties undertake to begin by seeking an out-of-court settlement. Should this attempt fail the dispute shall be referred exclusively to the courts of England even in cases where there are several defendants or third-Party impleaders.

Annexes to this Agreement

Annex A	Works Schedule
Annex B	General Terms and Conditions
Annex C	The Contractor's Schedule
Annex E	Plans/Maps of the Site