



**Contract for Services**

**THIS AGREEMENT** is made the 24<sup>th</sup> day of October 2013. This agreement replaces the agreement made on the 5<sup>th</sup> day of June 2007 which will terminate on the 1<sup>st</sup> day of November 2013 by mutual consent without the notice period required under that contract.

**BETWEEN**

I        RENDALL AND RITTNER LIMITED

whose registered office is at Portsoken House, 155-157 Minories, London EC3N 1LJ (“the Contractor”)  
and

II       ST BENEDICTS (TOOTING) MANAGEMENT COMPANY LIMITED whose registered office is at Portsoken House, 155-157 Minories, London EC3N 1LJ (“St Benedicts”).

**WHEREAS**

The Contractor agrees to provide and St Benedicts agrees to engage the services of the Contractor for the Term and on the terms and conditions herein.

**NOW IT IS AGREED** as follows:

**1       Definitions**

The following terms shall have the following meanings:

- 1.1       “Commencement Date”: the 1<sup>st</sup> day of November 2013
- 1.2       “the Property”: all that property known as St Benedicts Estate, Tooting, London SW17 as is more particularly set out in Schedule A attached hereto
- 1.3       “Services”: the services described in Schedule B attached hereto
- 1.4       “Payments”: the sums set out in Schedule C attached hereto payable monthly in arrears subject to the Performance Regime set out in Schedule B attached hereto and the consequent payment reductions set out in Schedule C attached hereto
- 1.5       “Term”: from the Commencement Date until the Agreement is terminated by notice, breach or otherwise.

**2       Appointment**

St Benedicts appoints the Contractor to carry out the Services at the Property for the Term in return for the Payments.

**3       The Contractor’s Obligations**

The Contractor’s obligations are:

- 3.1       during the Term to devote such time, attention and expertise as may be necessary for the proper provision of the Services
- 3.2       to properly provide the Services on a regular basis in the normal course of the year but making allowance for adverse weather conditions
- 3.3       to provide all equipment and materials necessary for the proper provision of the Services
- 3.4       to comply with the reasonable directions and instructions of the Management of St Benedicts
- 3.5       not to delegate any duties or obligations arising under this Agreement otherwise than may be expressly agreed by the parties in writing



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3.6 to indemnify and keep indemnified St Benedicts from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by St Benedicts resulting from a breach of this Agreement by the Contractor including:

3.6.1 any act neglect or default of the Contractor's employees or agents

3.6.2 breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

### **4 St Benedicts' Obligations**

St Benedicts' obligations are to make the Payments promptly to the Contractor.

### **5 VAT**

5.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

5.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

### **6 Liability of the Contractor if in Default**

The Contractor shall not be liable to St Benedicts for loss or damage to St Benedicts' property unless due to the negligence or other failure of the Contractor to perform its obligations under this Agreement or under the general law.

### **7 Termination**

Either party shall have the right to terminate this Agreement by giving not less than three months notice in writing to the other party. St Benedicts reserves the right to terminate this Agreement immediately and without notice and the rights and liabilities of the parties shall thereafter be determined in the event of:

7.1 failure on the part of the Contractor to observe any obligation under this agreement

7.2 the levying of any distress or execution against the Contractor or the making by that party of any composition or arrangement with creditors or being a company the Contractor's liquidation (other than a member's voluntary liquidation).

### **8 Termination Consequences**

In the event of this Agreement being determined whether by effluxion of time, Notice, breach or otherwise:

8.1 St Benedicts shall pay to the Contractor all arrears of Payments

8.2 either party shall be entitled to exercise one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it

8.3 any right or remedy to which either party is or may become entitled under this Agreement or in consequence of the other's conduct may be enforced from time to time separately or currently with any right or remedy given by this Agreement or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative.



## **9 Miscellaneous**

### **9.1 Receipt**

The receipt of money by the Contractor shall not prevent that party from questioning the correctness of any statement in respect of such money.

### **9.2 Whole Agreement**

Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

### **9.3 Supersedes Prior Agreements**

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

### **9.4 Change of Address**

Each of the parties shall give notice to the other of the change of address email address or telephone telex or similar number at the earliest possible opportunity.

### **9.5 Notices**

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded first class delivery and shall be deemed to have been received by the addressee within 2 working days of posting.

### **9.6 Headings**

Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

### **9.7 Joint and Several**

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successor in title to the parties.

### **9.8 St Benedicts' Right to Assign**

This Agreement and all rights under it may be assigned or transferred by St Benedicts.

### **9.9 Proper Law and Jurisdiction**

This Agreement shall be governed by English law in every particular including formation and interpretation.

### **9.10 Survival of Terms**

No term shall survive expiry or termination of this Agreement unless expressly provided.



**9.11 Severance**

If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of St Benedicts it may be severed from this Agreement or the remaining provisions of this Agreement shall remain in full force and effect.

**9.12 Waiver**

The failure of either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

**SIGNED** by JWM Rittner

duly authorised on behalf of RENDALL AND RITTNER LIMITED

**SIGNED** by Kevin Herrmann

duly authorised on behalf of ST BENEDICTS (TOOTING) MANAGEMENT COMPANY LIMITED.



ANNEX A – ST BENEDICTS ESTATE



Version 1.2 - 7 September 2013

Original map © John Laing Construction Ltd

Additions © St Benedicts Tooting (Management) Company Limited

- Publicly adopted roads and paths
- Private roads and paths
- Private parking spaces
- Estate managed garden areas
- Common (leasehold) garden areas
- Private (freehold) gardens
- Buildings (leasehold)
- Buildings (freehold)
- Tree with preservation order

ST BENEDICTS TOOTING		<b>LAING</b> Design and Development Centre	
Project No:	57522	Client:	St Benedicts (Tooting) Management Company Limited
Scale:	1:500	Date:	20/07/00
Author:	E	Checked:	F

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Rev	Date	Description	By	App'd
A		PLOTS 153-160 REVISION		DM
B		LOW CURB, GRASSY LEANINGS		CE
C		REVISION TO CARLISLE WAY		
D		REVISION TO CARLISLE WAY		
E		REVISION TO CARLISLE WAY		
F		REVISION TO CARLISLE WAY		



## **ANNEX B – SERVICES**

The main part of the Services are as set out in the separate document entitled “Specification of Work by Managing Agent” definitive version 2.0 dated 1 June 2007.

The Services include Secretarial Services and additionally include preparation and delivery notices required under Section 20 of the Landlord and Tenant Act 1985 as amended by the Commonhold and Leasehold Reform Act 2002 and the Service Charges (Consultation Requirements) (England) Regulations 2003 or any similar notices required under any amending or later legislation.

## **ANNEX C – PAYMENTS**

### **Payments**

Payment is £30,042 plus VAT annually due in equal amounts quarterly in arrears on the first day of January April July and October or at other frequencies and times as agreed by St Benedicts and the Contractor.

### **Insurance Premium and Commission**

The guaranteed saving on insurance premium no longer applies.

The Contractor warrants that from the 1<sup>st</sup> day of July 2014 it will seek insurance for St Benedicts with premiums paid without any element of commission and further warrants that if any commission is due or paid to the Contractor in respect of insurance this will be paid to St Benedicts without deduction. This is a major item under the Performance Regime set out in Annex B.

In consideration of this warranty the Payment from the 1<sup>st</sup> day of July 2014 is set at a level to reflect the insurance commission formerly received by the Contractor.

### **Performance Regime**

The maximum amount by which the Payment could be reduced in any one calendar month by application of the Performance Regime in Annex B attached hereto is a proportion of 10 percent of the Payment.

### **Review of Payments**

Payment from the 1<sup>st</sup> day of July 2014 will be £33,866 plus VAT annually plus any annual increase as set out in the following paragraph.

If this Contract has not been determined by Notice, breach or otherwise, the Contractor has the right to review and revise the Payments from the 1<sup>st</sup> day of July 2014 and annually thereafter subject to the annual increase not exceeding the Average Earnings Increase for the Services Sector Index or a suitable replacement if that Index is no longer published.

## **End of Document**