



Waypoint Leisure  
Limited

Service Provision  
Agreement

Between the parties:

**The Seller:**

Waypoint Leisure Limited

PO Box B30

Huddersfield

HD1 1PA

Company Number 7954562 England & Wales

**The Buyer:**

Company Name

Company Address

Postcode

Company Number

**It is agreed that: -**

The purpose of this Agreement is to record the parties' understanding with respect to the **Provision of Services** (the "Services") in accordance with the attached schedule.

**Contract Term and Termination:** This agreement comes into effect from [ Date] and shall continue until the Service(s) have been completed by the Seller.

Either party shall be entitled to forthwith terminate this Agreement by notice to the other:

1. if an encumbrance takes possession or a receiver, administrative receiver or manager is appointed over any of the property or assets of the other; or
2. if the other makes a voluntary arrangement with its creditors or becomes subject to an administration order; or

3. if the other goes into liquidation (except for the purposes of solvent amalgamation or a solvent reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other under this Agreement); or
4. if anything analogous to any of the foregoing under the law of any jurisdiction, occurs in relation to the other; or
5. if the other ceases or threatens to cease to carry on its business; or
6. if the other fails to pay any amounts due under this Agreement within 28 days after such amount falling due and fails to make payment of same within fourteen (14) days after receipt of a written notice requiring payment; or
7. if the other commits any material or persistent breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring the same to be remedied.

**Price:** The buyer agrees to pay the Seller £[ x.xx] + VAT for the Services as set out in the Schedule

**Payment:** Payment of correctly presented invoices shall be made by the Buyer on a net monthly credit basis, (i.e. by BACS) at the end of the month following the date of the invoice.

Payment terms are to be 30 days from the date of the invoice. The Seller reserves the right to charge interest 8.5% of the invoice amount outstanding in accordance with the Late Payment of Commercial Debts (No.2) Regulations 2013 incorporating EU Directive 2011/7/EU.

**Service and Performance:** The seller shall provide the Service in accordance with the attached schedule or and may be amended by mutual agreement.

The Seller is considered competent in performing the Service and as such will be responsible for performing the Service in a professional manner expected of a reputable company. The Buyer relies on the Seller's professional expertise to perform audits and provide information to its employees or Agents under this Agreement.

**Liabilities and Indemnity :** The Seller is responsible for all employees employed in connection with this Agreement and shall indemnify the Buyer from all claims, costs and expenses whatsoever incurred by any employees. The Seller shall not be responsible for the actions or performance of any sub-contractors engaged as part of this agreement to provide the Service.

**Confidentiality:** The information, reports and details of the Buyers premises related to this agreement are confidential and must not be divulged during or after the termination of the Agreement.

Any information supplied by the Buyer or gained in the performance of the Agreement must be kept confidential at all times and be only used in connection with this Agreement. The details of this Agreement shall be kept confidential and shall not be divulged to any third parties used for any marketing purposes unless agreed in writing by both parties. The provisions of this clause shall survive any termination of this Agreement for a period 5 years from the date of termination.

**Force Majeure:** Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but without limitation, fires strikes (of its own or other relevant employees) insurrection or riots, embargoes, container shortages, wrecks or delays in transportation inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an Event of Force Majeure).

**Variation :** Neither the Buyer nor the Seller shall be bound by variation, waiver or addition to these terms and conditions except as agreed by both parties and acknowledged in writing.

**Assignment and sub-licensing:** Neither party shall be entitled to assign, sub-contract or otherwise transfer this Agreement nor any of its rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld.

**Governing Law :** The construction, validity and performance of this Agreement shall be governed in all respects by English law and the parties submit to the exclusive jurisdiction of the English Courts.

**Agreed on behalf of the seller:**

Signature:

Name:

Position:

Date

**Agreed on behalf of the buyer:**

Signature:

Name:

Position:

Date

# THE SCHEDULE

## PROVISION OF SERVICES

**The Parties: Waypoint Leisure Limited / [ The Buyer ]**

Waypoint Leisure Limited agrees to provide [Name] with the following Service in return for payment as set out in this Agreement:

Waypoint Leisure Limited agrees to provide the following Services to the Buyer

1.

2.

ET AL

### **General Summary of Services**

Intent of this Agreement:

The Desired Results:

Guidelines for performance:

Resources required:

Accountability:

Consequences:

Correspondence address: Waypoint Leisure Limited, Yew Tree House, 29 Yew Tree Road, Birchcliffe, Huddersfield HD3 3QT

**PLEASE SIGN ONE COPY AND RETURN TO THE SELLER AS ACCEPTANCE**