



PURCHASE ORDER NO							
DATE	4 th March 2010						
THE CUSTOMER	GVA Grimley (PMA321) PO Box 8790 Birmingham B1 2JJ On behalf of; London Development agency Palestra 197 Blackfriars Road, London SE1 8AA						
Customer Name	Emprise Services plc						
Title	Name [REDACTED]						
Email	Title Security Director						
Tel	Email [REDACTED]@emprisegroup.co.uk						
DESCRIPTION OF SERVICES TO BE PROVIDED	Tel [REDACTED] Security Guarding & Reception Services						
PRICE	£ [REDACTED] (Exclusive of VAT) Minus 1% discount						
GOODS TO BE PROVIDED	<table border="0"> <thead> <tr> <th>Description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>3 Security Officers</td> <td>1900-0700, Mon-Sun, 252 Hours</td> </tr> <tr> <td>1 Receptionist</td> <td>0800-1815, Mon-Fri, 52.5 Hours</td> </tr> </tbody> </table>	Description	Quantity	3 Security Officers	1900-0700, Mon-Sun, 252 Hours	1 Receptionist	0800-1815, Mon-Fri, 52.5 Hours
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1 Receptionist	0800-1815, Mon-Fri, 52.5 Hours						
PRICE	£ [REDACTED] (Exclusive of VAT)						
TOTAL PRICE	£ [REDACTED] (Exclusive of VAT)						
PREMISES AT WHICH EMPRISE SERVICES PLC SHALL PROVIDE THE SERVICES	3 Mills Studios Sugarhouse Lane Stratford London E15						
OTHER PURCHASE ORDER TERMS	The Customer acknowledges that the provision of any services & goods pursuant to this Purchase Order shall always be SUBJECT TO Emprise Services plc's standard terms and conditions for the provision of services and ancillary goods version 6.0 dated 26 June 2008 which are attached to this document. Further copies are available on request						
SIGNED FOR & ON BEHALF OF CUSTOMER Date:.....						
SIGNED FOR & ON BEHALF OF EMPRISE SERVICES PLC Date:.....						

1 Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings:

“**Change Request**” means a request to change or add to the Services and/or Goods or to amend the Contract or any document attached to or referred to in the Contract (including any specification) or any matter which causes or is likely to cause the Company to incur costs or charges outside the scope of the Contract Price;

“**Company**” means Emprise Services plc (Registered No: 02039233) whose registered office is at 186 City Road, London EC1V 2NT;

“**Contract**” means any contract between the Company and the Customer for the provision of Services and/or Goods, incorporating these Conditions;

“**Contract Price**” means the price payable for the Services and/or Goods as set out in Condition 7;

“**Customer**” means the person(s), firm or company who purchases the Services and/or Goods from the Company;

“**Goods**” means any goods ancillary to the Services agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);

“**Personnel**” means the employees of the Company who were engaged in providing the Services;

“**Services**” means any Services agreed in the Contract to be provided to the Customer by the Company; and

“**Special Request**” means an ad-hoc request made by the Customer for the Company to supply any services and/or goods not yet part of the Contract and which the Company notifies the Customer is a "special request".

2 Basis of Contract

2.1 Subject to any variation under Condition 2.2 or Condition 11 the Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).

2.2 Any variation to these Conditions and any representations about the Services and/or Goods shall have no effect unless expressly agreed in writing and executed by the Company or in the case of a variation in accordance with Condition 11.

2.3 Each order for the Services and/or Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase the Services and/or Goods subject to these Conditions.

2.4 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier), the performance of the Services and/or the

provision of Goods. Any order shall be accepted entirely at the discretion of the Company.

2.5 Any quotation or estimate made by the Company is given subject to these Conditions. Without prejudice to the Company’s right not to accept an order, quotations will be valid for 14 days from date of issue.

2.6 The Customer can only cancel an order (or any part of an order) which the Company has already accepted, with the Company’s prior agreement in writing and provided that the Customer indemnifies the Company in full in terms established by the Company. The Company is not bound to agree to any such cancellation and may complete such order even if the Customer purports to cancel it.

2.7 The Contract shall (subject to the provisions for earlier termination in Clause 13 and unless agreed otherwise by the parties) last for an initial period of 1 calendar year from the date of the Purchase Order (the “**Initial Period**”) and continue in force unless and until either party gives to the other not less than 12 weeks prior written notice of termination to expire at or after the end of the Initial Period.

3 Special Requests

3.1 If the Customer makes a request at any time and it is a Special Request then this Condition 3 shall apply, and the provisions of this Condition 3 shall only apply to Special Requests. For the avoidance of doubt all other Conditions shall also apply to Special Requests except Conditions 4.2 (in respect of when payment is due), 8.1 and 8.2, where Conditions 3.2 and 3.3 shall apply instead.

3.2 Payment of the price for any Services and/or Goods supplied by the Company under a Special Request is due 14 days after the date of the invoice.

3.3 The Company shall have the right to raise an invoice after the performance of Services and/or delivery of Goods where such Services and/or Goods are to be supplied by the Company pursuant to a Special Request.

4 Provision of Services

4.1 Where the Company is to perform Services at the Customer’s premises, the Customer shall (at its own expense) procure safe access to the premises and the provision of adequate power, lighting, heating and other such facilities or supplies for the Company’s employees or agents in accordance with the demands of any applicable legislation and as the Company shall reasonably require.

4.2 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable forthwith, when the Company notifies the Customer whether orally or in writing confirming completion or at the time agreed for the provision of the Services, whichever is the earlier.

5 Delivery and Acceptance of Goods

5.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the Customer’s place of

business and the Customer shall take delivery of the Goods when the Goods are presented for delivery at the Customer's premises.

5.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate only and time for delivery shall not be of the essence. If no dates are so specified, delivery will be within a reasonable time.

5.3 If for any reason the Customer does not accept delivery of any of the Goods when they are presented for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations, then the Goods will be deemed to have been delivered, risk passing to the Customer (including for loss or damage caused by the Company's negligence) and the Company may:

(a) store the Goods until actual delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage and insurance); or

(b) sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Customer for any shortfall below the Contract Price.

5.4 The Customer will be deemed to have accepted the Goods as being in accordance with the Contract unless the Customer notifies the Company in writing of any defect or other failure of the Goods to conform with the Contract within 7 days of the date of delivery of the Goods where the defect or failure would be apparent upon reasonable inspection and testing of the Goods or within a reasonable time where the defect or failure would not be so apparent within 7 days of the date of delivery, failing which the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

5.5 Goods, once delivered, may not be returned unless their return is agreed in advance in writing by the Company, and subject to the following conditions:

(a) Goods are returned in a new and unused condition;

(b) any packaging remains unbroken and in reasonable condition;

(c) returns are made within 3 weeks of delivery of those Goods, all transport and other re-delivery costs of whatever nature are paid by the Customer;

(d) returned Goods shall be accompanied by a written record of invoice number, date and a note of reasons for their return.

6 Passing of Risk and Legal Title

6.1 The Goods shall be at the risk of the Customer from the

time of delivery.

6.2 Full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Company (even though they have been delivered and risk has passed to the Customer) until payment in full, in cash or cleared funds, for all the Goods has been received by the Company and all other money payable by the Customer to the Company on any other account or under the Contract or any other contract has been received by the Company.

6.3 The Company's rights and remedies set out in this Condition 6 are in addition to and shall not in any way prejudice, limit or restrict any of the Company's other rights or remedies under the Contract or in law or equity.

7 Contract Price

7.1 Unless otherwise agreed by the Company in writing the price for Services shall be determined in accordance with the provisions of each individual Contract. The price for the Goods shall be as set out in the Contract.

7.2 Unless otherwise agreed in writing the price for the Services and/or Goods shall be exclusive of any value added tax or other similar taxes or levies or insurance all of which amounts the Customer will pay, where appropriate, in addition when it is due to pay for the Services and/or Goods.

7.3 Unless agreed otherwise the price for the Goods shall be inclusive of the costs and charges in relation to packaging, labelling, loading, unloading, carriage, freight and insurance.

7.4 The Company reserves the right to increase its prices and the Contract Price in accordance with an increase in cost it incurs in providing the Services and/or Goods (including without limitation costs incurred as a result of a change in law relevant to the provision of the Services or Goods), and the Company shall notify the Customer of such increases from time to time.

8 Payment Terms

8.1 Payment of the price for the Services and/or Goods is due 30 days after the date of the invoice.

8.2 The Company shall have the right to raise an invoice in advance, on or before the first day of the calendar month in which the performance of the Services and/or delivery of the Goods will be made.

8.3 Time for payment shall be of the essence.

8.4 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.

8.5 If any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Company shall become due and payable immediately and, without prejudice to any other right or remedy available to the Company, the Company shall be

entitled to:

- (a) cancel or suspend its performance of the Contract or any order including suspending provision of Services and/or deliveries of the Goods and/or other services until arrangements as to payment or credit have been established which are satisfactory to the Company;
 - (b) require the Customer to pay for Goods after their despatch from the Company's place of business;
 - (c) appropriate any payment made by the Customer to such of the Services (or any services supplied under any other contract between the Customer and the Company) or as the Company may think fit;
 - (d) suspend performance of Services remaining to be carried out;
 - (e) suspend delivery of Goods remaining to be delivered; and
 - (f) charge the Customer:
 - (i) interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of eight per cent (8%) per annum above the official dealing rate from time to time until payment is made in full; and
 - (ii) and the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.
- (iii) use its reasonable endeavours to procure the replacement of such Goods with Goods which are in all respects in accordance with the Contract;

subject, in every case, to the remaining provisions of this Condition 9 provided that the liability of the Company under this Condition 9 shall in no event exceed the purchase price of such Services and/or Goods and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.

9.2 Condition 9.1 shall not apply unless the Customer:

- (a) notifies the Company in writing of the alleged defective Services within 24 hours of the time when the Customer ought to have discovered the defective Services or such other periods as agreed by the Company in writing;
- (b) notifies the Company in writing of the alleged defective Goods within 7 days from the date of delivery or such other periods as agreed by the Company in writing;
- (c) affords the Company a reasonable opportunity to re-perform the defective Services, inspect the location at which the Services were performed and, if so requested by the Company and where it is reasonable to do so, promptly returns to the Company or such other person nominated by the Company a sample of the materials relating to the Services within 14 days, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permit the Company to have access to such materials at the Customer's premises or other location where they may be or the Services were performed for such purposes; and
- (d) affords the Company a reasonable opportunity to re-perform the defective Goods, inspect the location at which the Goods were delivered and, if so requested by the Company and where it is reasonable to do so, promptly returns to the Company or such other person nominated by the Company a sample of the materials relating to the Goods within 7 days, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permit the Company to have access to such materials at the Customer's premises or other location where they may be or where the Goods were delivered for such purposes.

9 Warranty of Quality of Services and Goods

9.1 If the Customer establishes to the Company's reasonable satisfaction that:

- (a) the Services have not been performed with reasonable care and skill; and/or,
- (b) there is a defect in the materials or workmanship of the Goods or there is some other failure by the Company in relation to the conformity of the Goods with the Contract, then provided the Customer has returned the Goods to the Company together with written notification of such alleged defect within 7 days from the date of delivery then the Company shall at its option, at its sole discretion and within a reasonable time:
 - (i) have the right re-perform such Services; or
 - (ii) replace such Goods to the Customer; or

9.3 If the Company elects to re-perform the Services pursuant to Condition 9.1, the Company shall re-perform the Services for the Customer at the Company's own expense at the address at which the defective Services were performed and the Customer shall make any arrangements as may be necessary to deliver up to the Company the materials relating to the previously performed Services.

9.4 If the Company elects to replaced the Goods pursuant to

Condition 9.1, the Company shall deliver the Goods for the Customer at the Company's own expense at the address at which the defective Goods were delivered and the Customer shall make any arrangements as may be necessary to delivery up to the Company the materials relating to the previously performed Goods.

9.5 The Company shall be under no liability under the warranty at Condition 9.1 above:

- (a) in respect of any defect arising from negligence, abnormal working conditions, or failure to follow the Company's instructions (whether oral or in writing);
- (b) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
- (c) if the total price for the Services and/or Goods has not been paid by the due date for payment;
- (d) for any Services and/or Goods provided and/or appropriate to the Customer in accordance with any design, specifications, instructions or recommendation issued or made by the Customer to the Company;
- (e) in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing; and
- (f) if the Customer makes any further use of the Goods after giving notice in accordance with Condition 9.1.

9.6 The warranties set out in this document are the only warranties which shall be given by the Company and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10 Exclusion and Limitation of Liability

10.1 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for fraudulent misrepresentation.

10.2 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £5,000,000.

10.3 The Company shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with the Contract, or for any liability incurred by the Customer to any other person for any economic loss, claim for

damages or awards howsoever arising from the Services or Goods or both or otherwise.

11 Amendments to the Contract

11.1 Subject to Condition 11.6 no Change Request shall be binding on the parties unless it is agreed in writing and signed by both Parties.

11.2 Subject to Condition 11.6 the parties shall, until such time as a Change Request is formally agreed to by both parties, continue to perform their respective obligations without taking account of the Change Request.

11.3 If the Customer notifies the Company of a Change Request the Company shall reasonably consider implementing the relevant elements of the Change Request or parts of the relevant elements of the Change Request to the extent to do so does not or would not affect the Contract Price and/or the provision of the Services and/or Goods.

11.4 If the Company reasonably considers that a Change Request does or would reasonably affect the Contract Price and/or the provision of the Services and/or Goods in accordance with the Contract (as determined by the Company), the Company shall be entitled to revise the provisions of the Contract including but not limited to increasing the Contract Price and extending any timeframes specified in the Contract in consideration of implementing a Change Request.

11.5 If the Company notifies the Customer of a Change Request the parties shall use all reasonable endeavours to agree within a reasonable period the Company's Change Request and any necessary amendments required to the Contract to implement the Change Request, including but not limited to, the Contract Price and the extension of any timeframes specified in the Contract.

11.6 As soon as the Company or the Customer becomes aware of any change that should be made to the provision of the Services and Goods to ensure that the performance of the Services and the provision of the Goods conform to any change of legislation, good industry practice or new legal or regulatory requirements which affects the Services or Goods (as applicable), the Company or the Customer shall notify the other party of the change and subject to Condition 7.4 the Company shall carry out the change as part of the Contract.

11.7 On signature by the parties of a written agreement relating to any element of a Change Request, the Contract shall be deemed amended in accordance with the provisions of that written agreement.

12 Subcontracting, Assignment and Third Party Rights

12.1 The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Company.

12.2 The Company may assign, charge, subcontract or transfer the Contract or any part of it to any person.

12.3 A person who is not a party to the Contract (including any employee, officer, agent, representative or sub

contractor of either party) shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Condition 12.3.

13 **Force Majeure**

The Company reserves the right to suspend or to cancel the Contract whole or in part (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to circumstances beyond the reasonable control of the Company including, without limitation, Acts of God, fire, flood, lightning, war, revolution, acts of terrorism, but excluding strikes, lockouts or other industrial action whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services, if the event of force majeure continues for a continuous period in excess of 1 month, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14 **Breach of Contract or Insolvency**

14.1 The Company may immediately suspend further performance of the Contract or cancel any outstanding provision of Services and/or Goods or by notice in writing to the Customer terminate the Contract without liability to the Company if:

- (a) the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy
- (b) the Customer fails to pay for the Services and/or Goods within 5 days of the date of notification by the Company that the Customer has failed to pay within 28 days from the date of the invoice in accordance with Condition 7 or failed to pay within 14 days from the date of the invoice in accordance with Condition 3.2 (as applicable);
- (c) the Customer fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by the Company to remedy or desist from such breach within a period of 14 days;
- (d) the Customer (being a partnership) or the Customer's partner offers to make any arrangements with or for the benefit of the creditors of the Customer or the Customer's partner generally or there is presented in relation to the Customer or the Customer's partner a petition of bankruptcy;
- (e)
 - (i) the Customer (being a limited company) is deemed to be unable to

pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

- (ii) the Customer calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or
- (iii) the Customer presents, or has presented, a petition for a winding up order; or
- (iv) an application to appoint an administrator is made in respect of the customer or a notice of intention to appoint an administrator is filed in respect of the Customer; or
- (v) any other steps are taken by the Customer or any other person to appoint an administrator over the customer; or
- (vi) the Customer has an administrator, administrative receiver, or receiver appointed over all or any part of the customer's business, undertaking, property or assets; or
- (vii) the Customer takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it; or
- (viii) the other party suffers or undergoes any procedure analogous to any of those specified in Condition 14.1(e)(i) to (vii) inclusive above or any other procedure available in the country in which the other party is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor.

14.2 Notwithstanding any such termination or suspension in accordance with Condition 14.1 above the Customer shall pay the Company at the Contract rate for all the Services and/or Goods provided up to and including the date of suspension or termination and the termination of the Contract or any contract for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any such owing or to become owing to the other.

15 **Non-solicitation**

15.1 The Customer undertakes that during the term of the Contract, and for the period of 3 months after its termination, it shall not without the prior written consent of the Company:

- (a) make any offer of employment or enter into any discussion or negotiations with a view to making any offer of employment to any

Personnel; or

- (b) solicit or attempt to solicit services from any Personnel on their own account or entice or attempt to entice any Personnel away from the Company.

16 Insurance policies

The Customer shall maintain in force at its own cost such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract.

17 Dispute Resolution Procedure

17.1 Either party may call an extraordinary meeting of the parties by service of not less than 15 days written notice to resolve any disputes or disagreements relating to the Contract and each party agrees to procure that an authorised representative shall attend all extraordinary meetings called in accordance with this Condition 17.

17.2 Those attending the relevant meeting shall use all reasonable endeavours to resolve disputes arising out of the Contract. If they fail to resolve the dispute during the relevant Meeting, the parties may on the written request of both parties ("**the ADR Request**") agree in writing to enter into an Alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within 17 days of receipt of the ADR Request, appointed by the Centre for Effective Dispute Resolution, Exchange Tower, 1 Harbour Exchange Square, London E14 9GB. If the parties fail or fail to agree then Condition 19 shall apply.

18 General

18.1 Any intellectual property rights (including any patent, copyright, database right, moral right, design right, registered design trade mark, service mark, domain name, know-how, utility model, unregistered design or where relevant any application or any such right or other industrial or intellectual property right subsisting in any part of the world) created by the Company in the course of the performance of the Contract or otherwise in the provision of the Services and/or Goods shall remain the Company's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the intellectual property rights of the Company.

18.2 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

18.3 The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

18.4 If at any time any one or more of the Conditions of the Contract (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason

under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.

18.5 The Contract sets out the entire agreement and understanding between the Customer and the Company in connection with the provision of the Services and/or Goods and shall supersede and replace all documentation previously issued by the Company purporting to set out its terms and conditions of provision of the Services and/or Goods.

18.6 Any notice given under this Contract shall be in writing and delivered by fax, special delivery post or e-mail to the address of the party specified in this Contract, or such other address as is notified to the other party from time to time provided that in the case of notices sent by fax or e-mail a confirmation copy of the transmission is sent to the recipient by special delivery post as set out in this Condition.

19 Law and Jurisdiction

19.1 This Contract and any dispute or claim arising out of or in connection with it shall be governed by, and constructed in accordance with, English law.

19.2 Subject to Condition 17, this Contract and any dispute or claim arising out of or in connection with it shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.