

## 1. Description of the Service.

To provide a nationwide forecasting, gritting, snow removal and reporting service.

## 2. Parties.

### The Contractor:

Ice Watch Ltd  
Ice Watch House  
Carlton Park Industrial Estate  
Main Road, Carlton  
Saxmundham  
IP17 2NL

### The Customer:

XXXXXXXXXX  
XXXXXXXXXXXXXX  
XXXXXX  
XXXXXX  
XXXXXX

## 3. Date and term.

The Contractor and the Customer enter into this Agreement from 1<sup>st</sup> October 2019. The agreement is for a period of XXXXXXXX months.

## 4. Geographical Coverage.

The Contractor shall provide gritting and snow clearing services at the rates shown for all sites listed in Schedule A

## 5. Definitions.

**The “Contractor”** means Ice Watch Limited, Ice Watch House, Carlton Park Industrial Estate, Main Road, Carlton, Saxmundham, IP17 2NL. Ice Watch is part of the TCL Group.

**The “Customer”** means XXXXXXXXXXXXXXXX and its authorised representatives and agents.

**The “Agent”** means a person or company authorised to issue service instructions on behalf of the customer namely XX.

**The “Service”** means the gritting and snow clearing services provided by the Contractors which are activated by the Forecast.

**The “Price”** means the quotation given by the Contractor in respect of its Service which shall be the applicable price until and unless revised by the Contractor.

**The “Site(s)”** means the site(s) described in Schedule A.

**The “Agreement”** means the agreement between the parties on the basis of the Customer Specification and confirmation of this Agreement which shall continue for the term of this Agreement, unless terminated in accordance with paragraph 12.

**The “Forecast”** means the forecast of a national weather forecasting service that ice and or snow can be expected to form overnight on hard ground surfaces in the geographical area in which the Site(s) are situated.

**The “Forecast Day”** means the time period from 12:01 to 12:00 for which a forecast is made.

**The “Customer Specification”** means the details of the Site(s) as set out by the original quotation map and Schedule A.

To **“Communicate”** or **“Communication”** means the contact between the Contractor and the Customer or the agent on his behalf by email, text message or telephone as required by the Customer or the Contractor or Agent.

## 6. Pricing.

An annual administration fee for contractor obligations must be paid in advance and no later than the 1<sup>st</sup> October 2019 and each subsequent year. This fee covers the supply of weather forecasts and the daily messaging thereof. Gritting operations are charged at a fixed price to cover the winter period and/or a price per visit per site. Snow clearance charges are dependent on the method used, and the time taken to complete. All pricing details can be found in Schedule A.

## 7. Contractor obligations.

- 7.1 To carry out full risk assessment of the Site(s).
- 7.2 To communicate with the Customer to advise the Forecast as soon as this is known and in any event before 14:00 on the Forecast Day.
- 7.3 To organise gritting operations on the Site(s) detailed in Schedule A using quality materials to BSI gritting salt standard. Gritting is to be completed at any time before 08:00 on the day following the forecast, unless the Customer has provided confirmation in accordance with paragraph 8.2 that gritting or snow clearing is not to take place.
- 7.4 To comply with all statutory requirements and/or Regulations relevant to the provision of the Service.
- 7.5 To observe and comply with all the reasonable security arrangements as notified in writing by the Customer.
- 7.6 To carry out site inspections in dry conditions and check the need for treatment when advised to do so by the operations department of Ice Watch and agree by the customer.
- 7.7 To maintain a record in respect of the Site(s) and to make it available to the Customer or the Customer's representative(s) on request and to maintain an archive of weather records local to the Site(s).
- 7.8 During extremely harsh and extended periods of cold weather and snow, the Contractor will make best endeavors to ensure that the priority areas on Site(s) are accessible as a minimum expectation. These areas are to be agreed between the Customer and the Contractor.
- 7.9 The contractor is obliged to offer gritting and snow clearing services so long as the customer in turn uses both of those services. The contractor is not obliged to offer snow clearing services to customers who do not regularly use the gritting services by frequently utilising the cancellation option.

## 8. Customer obligations.

- 8.1 To ensure that the Contractor is provided in advance of any operation forming part of its Service with a current copy of any relevant rules and regulations and details of restrictions to access and usage and security arrangements where these may affect performance of the Contractor's Obligations failing which the Service will be provided as far as possible and invoiced at the full rate. To ensure that all areas to be gritted and or cleared of snow are sufficiently free from obstruction as to allow the service to be performed. Where obstructions exist the service will be performed around the obstructions.
- 8.2 To allow the Contractor full and free daily access to the Site(s) to perform their duties throughout the winter months unless the Customer provides notice in writing that access is not available on any particular day in whole or in part. If the contractor is not able to access Site(s), and no notice in writing has been provided, the customer will be charged the full visit price.

- 8.3** To advise the Contractor no later than 17:00 on the forecast day that the Service is not required failing which the Service will be provided.
- 8.4** To provide the Contractor with contact details of a competent representative(s) for the purposes of all Communication. Where an agent has been appointed this point of communication may be the agent with the consent of the customer.
- 8.5** To ensure that the Contractor is provided in advance of any operation forming part of its Service with a current copy of any relevant rules and regulations and details of restrictions to access and usage and security arrangements where these may affect performance of the Contractor's Obligations failing which the Service will be provided as far as possible and invoiced at the full rate.
- 8.6** Customers who regularly use the 'gritting cancellation option' will forfeit the right to priority snow clearing services. Customers will be advised if this action is to be activated.
- 8.7** Customers using a 'Purchase Order Number' system are obliged to provide a purchase order within 5 days of the work being completed.

## **9. Payment Terms.**

The Contractor will invoice the Customer within seven days of the end of the month for any gritting or snow removal work undertaken the previous month. The Customer will pay the Contractor within thirty days of the invoice date.

## **10. Confidentiality.**

Where the Contractor receives any personal data (as defined by the Data Protection Act 2018) from the Customer it shall ensure that it fully complies with the Act and only deals with the data to fulfil its obligations under the Agreement. The Contractor shall indemnify the Customer for any breach of the Act which renders the latter liable for any costs, claims or expenses. In fulfilment of its obligations under the Act the Contractor shall have such systems in place to ensure:

- a)** Full compliance with the Act
- b)** In particular, compliance with the Seventh Data Protection Principle which deals with the security of personal data
- c)** The reliability of all its employees who may be involved in processing the personal data the Contractor shall take all reasonable steps to ensure that all its partners contractors and agents comply with this clause where they are processing any of the Customers personal data on behalf of the Contractor and shall allow the Customer reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the Act as a whole.

## **11. Dispute and Arbitration Process.**

Any dispute or difference between the parties arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules at present in force. These shall be a single arbitrator agreed between the parties or, in default of agreement; the appointing authority shall be the International Chamber of Commerce.

## **12. Termination and Force Majeure:**

### **12.1 Termination.**

The Agreement may be terminated by either party with immediate effect in the event of Force Majeure or failure to pay any amount due under the Agreement within one week of the date on which payment is due or failure by either party to comply with any of these terms or conditions within three days of receipt of a written request to comply or if either party becomes insolvent or goes into liquidation or if an administrator or receiver is appointed in respect of the whole or any part of its assets.

## 12.2 Force Majeure.

Unusual or unforeseeable circumstances beyond the control of the Contractor the consequences of which could not have been avoided even if all due care had been exercised and shall include but is not limited to strike, lockout, civil disturbance, Government intervention, events emanating from political disputes, riot, threat, war disaster, terrorist disturbance or Act of God.

## 13. Public Liability Insurance.

The Contractor agrees to maintain Public Liability Indemnity Insurance for £10,000,000 (GBP ten million) in respect of any one accident and provide evidence of cover on request.

## 14. Signatures.

Signing Date  
Contractor Signature

Signing Date  
Customer Signature

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COLIN BLOOM  
Authorised Signatory of Ice Watch Ltd  
Ice Watch House, Unit 1B Carlton  
Park Industrial Estate, Main Road,  
Carlton, Saxmundham, IP17 2NL

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Print Name:  
Authorised Signatory of  
XXXXXXXXXXXXXXXXXX

**Where an agent signs this agreement on behalf of a customer proof of the agent's authority to sign will be required.**

### Season Price Payment Schedule Options

1. The quoted season price can be paid in 3 instalments at set intervals in the season. The first payment will be a third of the season price, plus the forecasting fee, totalling - £XXXX+VAT and this should be paid on the 1st October 2019 The second and third instalments will equal - £XXXX+VAT each and should be paid on the 1st January 2020 and the 1st March 2020 respectively.

2. Alternatively, the quoted season price and forecasting fee can be paid off in one lump sum of £XXXX+VAT. Payment would need to be made at any time prior to the 1st October 2019.

**CHOSEN PAYMENT SCHEDULE OPTION: \_\_\_\_\_ SIGNED: \_\_\_\_\_**

## Schedule A

1. Forecasting service charge per Site, per annum: **WAIVED**
2. Gritting service for the below said Site(s), with a charge per visit of:

Quotation Reference	Site Name	Site Address	Charge per Visit £	Days cover per week (M,T,W,Th,F,Sa, Su)

3. In the event of snow fall or extreme weather, additional call out visits may be required. The Contractor offers both reactive and proactive snow clearing solutions, to be agreed with the Customer. All snow clearance carried out on site is charged at an hourly rate, we also recommend an additional gritting after any snow clearance has taken place, to prevent snow from re-freezing after melting; this will be charged at the gritting price per visit rate. The charges for snow clearance will vary and are dependent on the size of the area and the equipment used, these are:

- Additional Gritting **Charged at the per visit rate**
- Manual snow clearance. **£35.00 per man, per hour**
  - i. These areas are cleared using hand pushed Snow Blades and Shovels.
- Mechanical snow clearance. **£75.00 per machine, per hour**
  - i. Minimum charge of 4 hours
  - ii. These areas are cleared, if required, with the use of JCB Diggers.

All prices quoted are exclusive of VAT.

Customers should be aware that snow clearing for a site takes substantially longer than gritting. Therefore during times of severe snowfall our resources for snow clearing quickly become allocated on a first come first served basis. Therefore delays to snow clearing may be inevitable but we will keep you advised. Furthermore there may be occasions when snowfall is too heavy to clear the entire site. The customer will then be asked to identify priority areas.