



U4 DEVELOPMENTS UK LTD

PROJECT MANAGED CONSTRUCTION INFRASTRUCTURE & METER INSTALLATION GENERAL SERVICE AGREEMENT

This service agreement is our standard terms and conditions of the third-party service that we provide as a project management utility service for developers and construction companies throughout the UK. Upon undertaking U4 Developments UK Ltd to manage your sites utilities it is understood by all 'Clients' of U4 Developments UK Ltd that we cannot be held responsible for any delays to quotations, infrastructure implementation and any other managed services that have originated via and provided by a third party Network Utility Provider or any Independent Providers.

The LOA (Letter Of Authority) is a separate document that simply allows us permission to act on any builders behalf and thus removes any privacy or Data Protection/ GDPR issues so that we are able to manage all of your needs throughout the life of your construction site or plots.

Our terms and conditions Service Agreement that we offer herein and agreed to serve all of our clients who have either signed and LOA (Letter Of Authority) or those that have entered into an initial quotation gathering by providing us with their current site plans or future building plans.

THIS GENERAL SERVICE AGREEMENT (the "Agreement")

For Developers, Builders within the UK who instruct us to act on their behalf either with your signed LOA (Letter Of Authority) or through verbal/written request to assess their site plans for Infrastructure Quotations or Estimates.

As the 'Client' you agree to all of these terms and conditions within this web-based SLA Agreement herein as follows:

SERVICE PROVIDED BY:

PROJECT MANAGEMENT SERVICE PROVIDER:

U4 Developments UK Ltd, Suite B2 Romany
Works Business Park, Wareham Road, Poole,
Dorset BH16 6JL

BACKGROUND

- A. The Client is of the opinion that the Project Management Contractor has the necessary skills, and experience and abilities to provide services to the Client via third party Service providers. The client acknowledges and agrees to be bound by upon signing the associated infinite **L.O.A 'Letter Of Authority'** separate to but not un-associated with this agreement (*A copy of our LOA is on the last page of this agreement*), or by providing us with any site plans and written permissions to seek Third Party Infrastructure Quotations. By providing any site plans or signing your Infinite L.O.A (or both) you agree in full to these web-based terms and conditions within this General Service Agreement. The link for this SLA is clearly marked on your LOA and is always available at the foot of all our email correspondence for your perusal at any time online. This download for the SLA can be found on the 'Developers tab' of our website <http://www.u4utilities.co.uk/builders-developers.php>
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement. The Contractor will require a Consultancy fee for the work to be carried out which will be provided clearly once we have the first Network costs arriving and there onwards as we progress your build site. Our fees will always be clearly marked and explained on the invoices once we have started the Quotation retrieval process for you.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. SERVICES PROVIDED

- A. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
- We provide a third-party infrastructure quotations delivery service together with the service fully project managed for builder/Developers to all mains meter installations and connections, Pre-build Temporary to permanent meter supplies, and the managed delivery of the UK Network Providers and Independent providers Utilities services managed for them.
- B. The Services will also include any other tasks which the Parties may agree on, as associated to the signed LOA Letter Of Authority that Client has fully agreed, or the provision of site plans that have been provided to The Contractor hereby agrees to provide such Services to the Client.

2. TERM OF AGREEMENT

- A. The term of this Agreement (the "Term") will begin on the date of the LOA signed Agreement that is part and a pre-cursor of this full website-based agreement between both 'Parties'. Or as Site Plans are sent to the Contractor for Quotations to commence then This agreement will remain in full force and effect indefinitely 'Infinite LOA' until terminated as provided in this Agreement and that of the same within the LOA in writing by either party.
- B. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party before this 'infinite LOA' is cancelled. The contractor will upon cancellation by either party immediately cancel all 'Live' Quotations, Appointments, Surveys, and all and any services that we have already implemented for the Client unless the Client has paid all of their infrastructure costs and our fees in full or they show they are willing to do so before cancellation of the services.

- C. In the event that the 'client' breaches a material provision under this Agreement, the non-defaulting Party (The Contractor) may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages, fees or costs.
- D. This Agreement may be terminated at any time by mutual agreement of the Parties in writing to office@u4utilities.co.uk
- E. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

3. PERFORMANCE

- A. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4. CURRENCY

- A. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

5. PAYMENT

- A. The Contractor will charge the Client for the Services and all third-party infrastructure costs plus peripheral expenses that may be charged from any Network Provider as follows (the "Payment"):
- B. U4 Developments UK Ltd invoice you for full network providers infrastructure quotations and pay these on your behalf. We will also then invoice you for each Utility that we have managed as each building site is unique. The client will pay U4 Developments UK Ltd all sums on each invoice plus our Project management fees and any expenses associated to registration, validation of required service connections, survey fees, and any other service fees that may be unforeseen or extra as directed by any third-party Network or Utility Provider.
- C. Invoices submitted by the Contractor to the Client are due within 30 days of receipt. We always advise payment as soon as you get your invoice only due to the fact that late payments mean we will be late paying 'For you' and thus will only impact and delay your project.
- D. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to full payment of their management fees and any outstanding costs to any Network Provider.
- E. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.

6. REIMBURSEMENT OF EXPENSES

- A. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. The Contractor will only be reimbursed for expenses submitted according to the following guidelines:
- B. Where expenses are from any third party or deemed a 'Necessary' expense to get any job completed then all expenses must be paid within 30 days or this could seriously delay or cease your sites progression.
- C. Failure to pay these crucial work-related expenses could end this agreement by U4 Developments UK Ltd and all current live applications or quotations may be cancelled permanently.

- D. You the Client will still remain liable for all unpaid costs and fees to all parties who have carried out work under your instruction either by a signed LOA (Letter Of Authority) or in writing with your Site Plans provided by email, by post or in person.

7. PENALTIES FOR LATE PAYMENT

- A. Any late payments to U4 Developments UK Ltd may trigger a fee of 5.00% per month on the amount still owing, if an invoice is outstanding over 30 days.

8. CONFIDENTIALITY

- A. Confidential information (the "Confidential Information") refers to any data or information relating to the Utility and building developments of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- B. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client in line with the Contractor carrying out the managed services and under the LOA Letter Of Authority or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
- C. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information, other than normal disclosures to Utility Network Providers regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

9. OWNERSHIP OF INTELLECTUAL PROPERTY/ SERVICE

- A. All intellectual property and related material (the "Intellectual Property/ Service") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use licence of this Intellectual Property/ Service and that of the Project Managed services provided by the Contractor 'U4 Developments UK Ltd'.
- B. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

10. RETURN OF PROPERTY

- A. Upon the expiry or written termination of this Agreement by either party, the Contractor will return to the Client any property, documentation, records, or Confidential Information, which is the property of the Client, where this is requested.

11. CAPACITY/INDEPENDENT CONTRACTOR

- A. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service management of utilities and associated services.

12. RESPONSIBILITY OF FIRST, SECOND AND THIRD PARTIES

- A. By provisioning services to the 'Client' the 'Contractor' – U4 Developments UK Ltd will undertake to provide Quotations, Appointments for site, Surveys, Estimates, Project management of the development site from beginning pre-build utilities (*Disconnections, Service Alterations, Landlord Supply, Temporary Build supplies etc*) and final installation of utility meters, validation and registrations to each plot and site locations for the 'Client'. These services will be carried out ultimately on the 'Clients' site by the 'Third Party' Utilities or Network Providers within Electricity, Gas, Water, Sewer/Drainage, and Telecommunications and Internet service. Where the 'Third Party' Network Providers carry out their services or have agreed appointments, surveys or any peripheral or mains services and the 'Third Party Provider' does not either or do;
- DO NOT CARRY OUT THE SERVICE AS AGREED
 - LATE FOR THE AGREED SERVICES TO CONCLUDE WHICH CAUSES YOU FINACIAL LOSS
 - QUOTATION IS INSUFFICIENT FOR THE JOB AT HAND
 - FAIL TO SHOW UP ON TIME OR ON AGREED SCHEDULED DATES
 - CREATE DELAYS TO YOUR SITE OR DEVELOPMENT FORM OTHER CIRCUMSTANCES
 - CREATE ADDED COSTS TO YOUR SITE DUE TO THE CLIENTS USE OF ADDED MAN HOURS, LOSS OF TIME OR FINANCIAL GAINS OR MONIES WHERE THIS INCREASES YOUR COSTS
 - THIRD PARTY PROVIDERS DO OR CREATE ANY OTHER SITUATION THAT CAUSES YOUR DEVELOPMENT TO BE LATE, FINACIALLY SUFFER CONSEQUENCES, OR ANY OTHER LOSS ASSOCIATED TO ANY OF THE THIRD-PARTY SERVICES THEY OFFER
- B. Where the Third Party Network Utility Providers do not conclude to a satisfactory level any of the above section 'A' to the satisfaction of the 'Client' then the 'Contractor' (U4 Developments UK Ltd) will not be held responsible or accountable for any financial loss or any claims by the 'Client' at any time or point of the 'Clients' Development where any Third Party Network has not sufficiently concluded any part of the services for the 'Client'. NO RESPONSIBILITY will be placed legally, financially, compensatory or otherwise on the 'Contractor' whatsoever for loss, damage, or negligence by the 'Third Party' services due to 'Third Party' services being concluded during the 'Contractors' management of the 'Clients' Development and the 'Client' agrees to absolve the 'Contractor' (U4 Developments UK Ltd) of any legal claim, Loss of earnings, profit, time or anything associated to their development that is out of the control of the 'Contractor' whilst using any 'Third Party' network provider.
- C. Where the 'Client' is unhappy or has an issue in relation to Sections (A and B) above then the 'Contractor' (U4 Developments UK Ltd) will pass their complaint on or give the complaints procedure contact information of the Third Party Network Provider that is responsible to listen, investigate and conclude your complaint. 'Clients' can request this by emailing Third Party Complaints at: office@u4utilities.co.uk
- D. **How to make a complaint about a Network Provider.** We can consider complaints about network providers if there is a loss of service or a problem with a connection or repair **Visit:** <https://www.ombudsman-services.org/sectors/energy> or Contact the Ombudsman for more help and advice on 0330 440 1624

13. NOTICE

- A. All notices, requests, demands or other communications required or permitted by the terms of this Service Agreement will be given in writing and delivered to the Parties at the following addresses:

1. 'The Client' (**YOU**) –

(If you have agreed/signed your LOA or Provided Site Plans to U4 Developments UK Ltd.

2. 'The Contractor' **U4 Developments UK Ltd**
Suite B2 Romany Works Business Park, Wareham Road, Poole, Dorset BH16 6JL
or to such other address as either Party may from time to time notify the other.

14. INDEMNIFICATION

- A. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

15. MODIFICATION OF AGREEMENT

- A. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

16. TIME OF THE ESSENCE

- A. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

17. ASSIGNMENT

- A. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client. The Client agrees that they shall not break this agreement by applying direct to any Utility Network Provider for a similar or secondary quotation for the same site address or similar as agreed within the LOA (Letter Of Authority).

18. ENTIRE AGREEMENT

- A. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement or the LOA where this acts as part of this agreement infinitely.

19. ENUREMENT

- A. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

20. TITLES/HEADINGS

- A. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

21. GENDER

- A. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

22. GOVERNING LAW

- A. This Agreement will be governed by and construed in accordance with the laws of England and Wales and the United Kingdom variations in law.

23. SEVERABILITY

- A. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

24. WAIVER

- A. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the LOA (Letter Of Authority) signed or by Emailed/Post/ By Hand Site Plans with written consent to progress these to initial Quotations.

This web-based agreement is part of the written LOA (Letter Of Authority) that you have signed or if you have sent in any Site Plans with your wish for us to prepare a Utilities Network Providers / or Independent Quotation for you.

Agreed by Clients of U4 Developments UK Ltd

(Client)

And Agreed by U4 Developments UK Ltd

If you wish for a hard copy via email or post of this agreement please request this at office@u4utilities.co.uk or download a copy from this website for your records

Web based Terms of Service via third party providers SLA published online at www.u4utilities.co.uk on July 20th 2017

LOA (Letter Of Authority) COPY BELOW – is Part of this entire agreement.

Letter of Authority for U4 Utilities UK Ltd

This Letter of Authority (LOA) states **U4 DEVELOPMENTS UK Ltd** and **U4 UTILITIES Ltd** is our chosen Third Party.

I understand this service is on a fee-based charge per construction site where Utility connections and infrastructures are installed, managed and without obligation to accept any recommendations or estimates, quotations concerning infrastructure from all the UK Network Power Providers and meter installations with U4 Utilities UK. I understand that I will NOT make a claim against U4 Utilities Ltd/ U4 Developments UK Ltd as a result of any financial loss, or Compensation claims for damages incurred by my developer/builder company via any third-party provider managed indirectly by U4 Developments UK Ltd. I understand and agree that any claims I/we make will NOT be levied or claimed against U4 Developments UK Ltd. Any claims must be made to the appropriate Ombudsman/ Utility Provider directly. Please review our Service Level Agreement (SLA) that is part of the LOA agreement online link: <http://www.u4utilities.co.uk/builders-developers.php> This Letter Of Authority (LOA) is without a time limit and will remain 'Live' and ongoing until such time I place in writing my LOA cancellation letter to U4 Developments UK Ltd. U4 Utilities UK will Manage my infrastructure, meters, connections on my behalf, and I acknowledge that after accepting any quotations provided to us then U4 Utilities UK will invoice us per site for the fully managed project management services of infrastructure, meters, connections of our site/plot and Subject to the terms and conditions set out below.

Please allow U4 Utilities to obtain the following information where appropriate:

- Receive information: Consumption, MPAN, MPRN, Water supply numbers, pricing details and contract end dates
- Negotiate prices on my behalf and agree new supply contracts for infrastructure quotes, meter installations and connections.
- Obtain information from third party industry databases, for example metering details such as ECOES and ~~XOSERVE~~.
- To be able to contact my current supplier to resolve any objections or rejections regarding my transfer/renewal, installations.
- Billing disputes or any dispute that is dealt with by any ombudsman.
- Please be aware that any installation dates can vary between 10 and 21 working days dependent upon provider.
- Request and receive ALL correspondence and billing information e.g. bills, debt information and payment terms.
- Existing contracts/pricing and metering information, relevant data, including AQ/EAC & half hourly data.
- Authorise any adjustments, refunds or billing and change of tenancy processes.
- Issue termination notice about existing supply contracts on our behalf.
- U4 Developments UK Ltd shall use the customer data solely for the purposes of delivering the services specified in this document and may share data with relevant third parties and our Group of companies whilst adhering to the Data Protection Act and EU regulations under GDPR legislation.

Terms of service and Payments to U4 stage **1: MINIMUM ADMINISTRATION APPLICATION FEES DUE: I agree to pay U4 Developments UK Ltd an administration fee for initial applications made on your behalf. This will be £49.00 per Utility applied for a Minimum of 2 Utilities (Electric & Water) at £98.00 plus Vat and up to a Maximum of 5 Utilities (Electric, Water, Gas, Sewer, BT) at £245.00 plus Vat in advance by Invoice direct to me/us at the start of our Consultancy process. **This fee is non-refundable if you do not progress to stage 2. If you DO advance to stage 2 and pay your invoice in full then this Advanced fee will be refunded in your combined infrastructure and Consultancy fees Invoice.

Terms of service stage 2: YOU MAKE YOUR DECISION TO CONTINUE OR CEASE:

U4 Developments UK Ltd will have gathered all your National Power Networks Infrastructure Quotations for you and notified you of the full costs for your development, where our Terms of payment is 100% to be paid to U4 Developments UK Ltd in full where we will administer and pay all your fees for your infrastructure quotations to start your sites Utility connections. U4 Developments UK Ltd will invoice you for full infrastructure costs per provider and our own Consultancy management fees clearly broken down on your invoice for your payment, and these must be paid within 30 days from the date of our combined invoice. Upon full payment of these fees we will adjust your invoice to 'REFUND' you any MINIMUM ADMINISTRATION APPLICATION FEE that you have already paid in advance at our Terms of Service Stage 1. If you do not wish to accept the Network providers quotes and our consultancy fees, we will cancel the power networks quotes and advise them and you that you have turned down their quotations and they and U4 will do no more work. Any advance U4 Application Administration fees will not be refunded to you which will cover initial applications work already carried out for you by us.

Terms of service stage 3: YOU ARE NOW FULLY COMMITTED TO PAY THE POWER PROVIDERS INFRASTRUCTURE QUOTES AND U4:

Now you have confirmed your acceptance of these quotes and our consultancy fees your full payment will be due before we can start any infrastructure and Network energy provisioning for your site. Remember the longer you delay this stage the longer your site may be delayed plus the Energy Network providers quotes only remain valid for a minimum of 30 days. Where these have lapsed and are invalid U4 do not take or accept any responsibility or liability for any delays caused to your site build, as times scales are outside of U4 Developments UK Ltd control.

Terms of service stage 4: SITE COMMENCEMENT YOUR INVOICE IS PAID: Once You Have paid your invoice to U4 Developments UK Ltd to act on your behalf, we will use this indefinite LOA that you have signed as your confirmation as per your instructions to proceed unconditionally but within our full terms of business herein.

Additional Infrastructure Related Costs – All extra costs such as Site visit charges, extra work or unforeseen works that are chargeable by the Network providers will be notified to you in full and you must pay these where requested. BT lines and connections can take from start to completion 9 months to complete (Larger sites).

This LOA is valid for ALL sites & associated meters under the Company name provided below and will be submitted indefinitely until your written cancellation letter terminates this LOA agreement to U4 Developments UK Ltd. U4 Utilities can sign agreements & arrange verbal Contracts for meter and infrastructure installations on our behalf, U4 Utilities LOA will over-ride any existing LOAs held on file by the supplier, This Letter of Authority (LOA) will be valid indefinitely until I/we Cancel this by written notification to U4 Developments UK Ltd at: info@U4Utilities.co.uk This letter of Authority is signed to comply with the Data Protection Act and EU regulations of GDPR where your signature gives us consent to holding your personal data for the purpose of business to business transactions, sales and orders and we accept this letter as authorisation to release customer information direct to U4 Developments UK Ltd and U4 Utilities Ltd, and our related group of companies.

Please fill in your appropriate details & Signature

Electricity ~~Meter~~ Details: Please fill in the appropriate details for the service you require

Business Name:

Clients Name:

Clients Position:

Signed: *

S				

Gas Details, Meter Point Reference

MPRN: