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HARRISONS LASER TECHNOLOGY LIMITED

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ON-SITE SERVICES AGREEMENT

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**THIS AGREEMENT** is made on

**PARTIES**

- (1) The Customer whose name and address appears in the Schedule to this Agreement (**Customer**);  
  
and
- (2) **Harrisons Laser Technology Limited** a company incorporated in England and Wales under number 03945757 and whose registered office is at Fieldside, Haxey Road, Low Burnham, Epworth, North Lincolnshire (**Harrisons**)

(each of Harrisons and the Customer being a **party** and together Harrisons and the Customer are the **parties**).

**BACKGROUND**

- A The Customer has a requirement for the type of services provided by Harrisons and wishes to use Harrisons for specific work as detailed in the Schedule to this Agreement which must by its nature be undertaken on the Customer’s premises.
- B Harrisons is a specialist firm that uses laser technology expertise to assist customers who require necessary skilled expertise as offered by Harrisons.
- C The parties have agreed that Harrisons shall supply Services to the Customer on the terms set out in this Agreement.

**THE PARTIES AGREE:**

**1 Definitions and interpretation**

1.1 In this Agreement:

- “Agreement”** this Agreement for the purchase of Services by the Customer from Harrisons
  
- “Contract”** a contract between the Customer and Harrisons for the purchase of the Services on the terms and conditions of this Agreement and formed in accordance with clause 2 and as set out in any Schedule.
  
- “Commencement Date”** means the date appearing in any Schedule;
  
- Force Majeure** has the meaning given in clause 15.1;
  
- Good Industry Practice** means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced

person or company engaged in the same type of activity under the same or similar circumstances;

<b>Intellectual Property Rights</b>	means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semiconductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
<b>Customer Premises</b>	means the premises where the Services are to be performed;
<b>Services</b>	means, the services listed in the Schedule;
<b>Specification</b>	means the description of the Services set out in the Schedule;
<b>Term</b>	has the meaning given in clause <b>Error! Reference source not found.</b> ;
<b>VAT</b>	means value added tax, as defined by the Value Added Tax Act 1994; and

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body and that person's personal representatives, successors and permitted assigns;

**2 Status of Agreement and Supply of Services**

- 2.1 This Agreement shall commence on the Commencement Date and Harrison's will supply and the Customer shall purchase the Services as the Customer may order and in accordance with the terms and conditions of this Agreement.

- 2.2 Harrisons shall supply the Services in accordance with all Orders submitted to it by the Customer and each Order will constitute a Contract for the purposes of this Agreement. The Services shall comply in all respects with the Contract.
- 2.3 Where Harrisons is unable to perform the Services, it shall inform the Customer as soon as reasonably possible after becoming aware. If the situation is capable of being remedied the parties will use their reasonable endeavours to agree a reasonable period of time for Harrisons to remedy the issue and agree a revised schedule for the supply of Services failing which the Customer may terminate the Contract.
- 2.4 These conditions are the only terms and conditions on which Harrisons will perform the Services and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any request.

### **3 Performance of the services**

- 3.1 The Services shall be performed by Harrisons at the Customer's premises as set out in the Schedule and on the date(s) set out in the Schedule for the price and the following shall apply:
- 3.1.1 the Customer shall ensure that Harrisons has access to the Customer's premises to enable Harrisons to perform its services. Any delay caused due to the premises being inaccessible shall result in an additional charge being levied to the Customer based on the hourly rate charged for each lost hour
- 3.1.2 the Customer will ensure that no employee of the Customer interferes with Harrisons equipment or causes damage to the equipment. Any damage so caused shall be the responsibility of the Customer
- 3.1.3 the Customer accepts that it is not authorised to tamper with or use or permit any third party to use Harrisons equipment or tools whilst left on the premises
- 3.1.4 the Customer shall sign the Schedule to confirm the type of Service it expects and the price to be paid or the rate for such service: and
- 3.1.5 any special requests from the Customer are made known to Harrisons.
- 3.2 Subject to clause 3.4, if Harrisons fails to supply the Services within a reasonable time in Schedule 1 without lawful excuse, the Customer may:
- 3.2.1 refuse to accept any subsequent attempts for Harrisons to supply the Services and terminate this Agreement immediately by serving notice in writing on Harrisons to that effect; and
- 3.2.2 procure similar Services from an alternative another supplier.
- 3.2 In such case where cause 3.2 applies Harrisons sole liability would be to repay any monies paid in advance by the Customer.
- 3.3 The Services shall be deemed to have been performed by Harrisons at such time as the Customer is satisfied (acting reasonably) that the Services have been supplied in accordance with the terms of this Agreement and the Schedule or Harrisons can demonstrate that the work has been completed in accordance with the Customer's reasonable expectation as to workmanship and specification.

- 3.4 For the avoidance of doubt Harrisons shall not be liable for any delay in or failure in the performance of its work if:
- 3.4.1 the Customer locks out Harrisons or there is no power supply, or the Customer makes an unreasonable late change to the specification of the Services to be carried out; or
  - 3.4.2 an event of Force Majeure.

#### **4 Warranty**

- 4.1 Harrisons represents and warrants that:
- 4.1.1 the Services shall conform in all material respects to the specification set out in the Schedule or Schedules;
  - 4.1.2 the Services shall, for the Warranty Period, comply with all applicable laws and standards;
  - 4.1.3 the Services shall be performed and supplied in accordance with Good Industry Practice.
- 4.2 Without limiting any other remedies to which it may be entitled, the Customer may reject any Services that do not comply with clause 4.1 and in such case Harrisons shall promptly remedy, re-perform or if not practicable, refund the price of any such Services paid subject to the Customer having served a written notice on Harrisons that some or all of the Services do not comply with clause 4.1, identifying in sufficient detail the nature and extent of the defects.
- 4.3 Harrisons shall not be liable for any failure of the Services to comply with clause 4.1:
- 4.3.1 where such failure arises by reason of the Customer's wilful damage or negligence to the Customer's own product which has been worked on by Harrisons;
  - 4.3.2 to the extent caused by the Customer's failure to comply with any instructions supplied by Harrisons;
  - 4.3.3 to the extent caused by the Harrisons following any design, specification or requirement of the Customer in relation to the Services which turns out to be a factor in any damage claim; or
  - 4.3.4 where the Customer alters any specification without obtaining Harrisons' prior consent or, having received such consent, not in accordance with the Harrisons' instructions.

#### **5 Price**

The price or rate payable for the Services shall be that stated in the Schedule.

#### **6 Payment**

- 6.1 Harrisons shall issue its invoice for the Services in accordance with the periods set out in the Schedule.

6.2 The Customer shall pay any applicable VAT to the Harrisons on receipt of a valid VAT invoice.

6.3 Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date Harrisons may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of Barclay Bank PLC from time to time in force; and interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

## **7 Limitation of liability**

7.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 7.

7.2 Subject to clauses 7.5 and 7.6 the total liability of the Harrisons howsoever arising under or in connection with this Agreement shall not exceed the sum the price payable for the Services or the sum set out in the Schedule if higher.

7.3 Subject to clauses 7.5 and 7.6, neither party shall be liable for consequential, indirect or special losses.

7.4 Subject to clauses 7.5 and 7.6 , neither party shall be liable for any of the following (whether direct or indirect):

7.4.1 loss of profit;

7.4.2 loss of or corruption to data;

7.4.3 loss of use;

7.4.4 loss of production;

7.4.5 loss of contract;

7.4.6 loss of opportunity;

7.4.7 loss of savings, discount or rebate (whether actual or anticipated);

7.4.8 harm to reputation or loss of goodwill.

7.5 The limitations and exclusions of liability set out in clauses 7.2 to 7.4 shall not apply in respect of any indemnities given by either party under this Agreement.

7.6 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

7.6.1 death or personal injury caused by negligence;

7.6.2 fraud or fraudulent misrepresentation;

7.6.3 any other losses which cannot be excluded or limited by applicable law;

7.6.4 any losses caused by wilful misconduct.

## **8 Insurance**

- 8.1 Both Parties confirm that they carry cover for public liability and employer's liability insurance.
- 8.2 On request, the Harrisons and the Customer shall provide the other with details of the insurance held.
- 8.3 Neither party shall do or omit to do anything which might invalidate or adversely affect the insurance that it is obliged to maintain under clause 8.1.

## **9 Intellectual property rights**

- 9.1 No Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 9.2 Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with this Agreement provided always that such skills, techniques or know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

## **10 Indemnity**

- 10.1 Harrisons shall indemnify the Customer for any an infringement action directly relating to a technique used by Harrisons where such claim is issued against the Customer. Such indemnity shall be limited to direct loss only.
- 10.2 The Customer shall indemnify Harrisons for any liability, costs and expenses (including professional fees) resulting from injury or death of an employee of Harrisons whilst such employee is present on the Customer's premises.
- 10.3 In the event that the Customer receives notice of any Claim relating to Harrisons or the Services, it shall:
  - 10.3.1 notify the Harrisons in writing as soon as reasonably practicable;
  - 10.3.2 not make any admission of liability or agree any settlement or compromise of the claim without the prior written consent of Harrisons (such consent not to be unreasonably withheld or delayed);
  - 10.3.3 let Harrisons at its request and own expense have the conduct of or settle all negotiations and litigation arising from the Claim at its sole discretion provided that if Harrisons fails to conduct the Claim in a timely or proper manner the Customer may conduct the Claim at the expense of the Harrisons;
  - 10.3.4 take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the Claim; and
  - 10.3.5 provide Harrisons with all reasonable assistance in relation to the Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.

## **11 Termination**

- 11.1 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
- 11.1.1 the other party commits a material breach of this Agreement and such breach is not remediable;
  - 11.1.2 the other party commits a material breach of this Agreement which is not remedied within 14 days of receiving written notice of such breach.
- 11.2 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
- 11.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
  - 11.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
  - 11.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
  - 11.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
  - 11.2.5 has a resolution passed for its winding up;
  - 11.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
  - 11.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced;
- 11.3 A party may terminate this Agreement upon giving one month's written notice at any time save that the day of termination shall not be within a Contract date.
- 11.3 On termination of this Agreement for a cause not attributed to Harrisons, the Customer shall be invoiced by Harrisons for Services performed to date.

## **12 Dispute resolution**

- 12.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 12.
- 12.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 12.3 The parties shall use all reasonable endeavours to reach a negotiated resolution within seven days of service of the notice and attempt to resolve the dispute.



12.4 The specific format for the resolution of the dispute under clause this clause shall be left to the reasonable discretion of the parties but may include the preparation and submission of statements of fact or of position.

12.5 For matters relating to non-payment of an invoice Harrisons may issue formal legal proceedings.

### **13 Entire agreement**

13.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

13.2 Nothing in this Agreement purports to limit or exclude any liability for fraud.

### **14 Notices**

14.1 Any notice given by a party under this Agreement shall be:

14.1.1 in writing and in English;

14.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

14.1.3 sent to the relevant party at the address set out in this Agreement.

14.2 Notices may be given, and are deemed received:

14.2.1 by hand: on receipt of a signature at the time of delivery;

14.2.2 by post: on the second Business Day after posting;

14.2.3 by email:

### **15 Force majeure**

15.1 In this clause 'Force Majeure' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.

15.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

15.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and

15.2.2 uses reasonable endeavours to minimise the effects of that event.

15.3 If, due to Force Majeure, a party is or is likely to be unable to perform a material obligation, either party may terminate this Agreement on not less than 72 hours written notice.

### **16 Variation**

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

**17 Assignment and subcontracting**

17.1 No Party shall assign the rights and obligations under this Agreement.

17.2 Harrisons may subcontract any or all of its obligations under this Agreement, in whole or in part, without the Customer's prior written consent.

**18 Governing law**

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

AGREED by the parties on the date set out at the head of this agreement

Signed by	.....
for and on behalf of	Director

and

Signed by	.....
for and on behalf of	Director or authorised signatory
<i>[insert name of the Customer]</i>	

**SCHEDULE 1  
SERVICES**

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**Customer Name and Address and Contact Details**

**Services**

Reference	Description	Quantity	Price

**Dates when Services are required:**

**Special instructions:**

**Customer Location:**

*[Insert description of Services]*

**Price:**

**Payment dates:**