

MAINTENANCE PARTNERSHIP AGREEMENT

PLEASE RETURN THIS COPY SIGNED AND DATED

Dovecourt Reversions
 C/O Symon Smith & Partners
 277-281 Oxford Street
 London
 W1C 2DL

CONTROLLED LIMITED
40 HOMECROFT ROAD
LONDON
SE26 5QG

Herein after called "the customer"



Herein after called "the company"

The Customer hereby requests the Company to provide a maintenance service, in respect of the System and each and every part thereof listed in the equipment schedule or in any revision thereto which may hereafter be incorporated into this Agreement.

The Company hereby agrees with effect from "effective date", **TBA** for a period of 12 months, to render such service upon and subject to the terms and conditions of maintenance, which is superseded by the service schedule when a contradictory clause occurs.

	AMOUNT (£)	VAT (%)	TOTAL (£)
COMPANY			
Childproof cover including 5 monthly maintenance visits	1000	20%	1200

ANNUAL CHARGE – PAYABLE 6 MONTHLY IN ADVANCE

Signed on behalf of the Customer	Signed on Behalf of the Company
	
Authorised Signatory	Authorised Signatory
Full Name <u>NEIL BAIN</u>	NEIL BAIN
Position <u>Property Management Director</u>	BUSINESS DEVELOPMENT DIRECTOR
Date <u>30th April 2007</u>	Date.....

GENERAL TERMS AND CONDITIONS OF MAINTENANCE

1. DEFINITIONS "System" means the equipment and any associated items (including wiring) listed in the Schedule. "Premises" means the location listed in the Schedule or (as the case may be) any other premises in which for the time being the System is installed with the consent of the Company. "Effective Date" means the effective date stated in the Maintenance Service Agreement.

2. WARRANTY

The Customer hereby warrants that the Customer is the owner of the System (or is otherwise entitled to enter into this Agreement) and that the System is in good working order as at the Effective Date. The Company reserves the right to carry out an examination of any unit forming part of the System to determine its acceptability or otherwise for the provision of maintenance and/or other services by the Company hereunder and to reject any such System which the Company decides is not so acceptable unless the Customer agrees that the Company can carry out at the Customer's expense such rectification works as the Company considers necessary to bring the System up to an acceptable standard.

3. TERM

3(1) This Agreement shall not come into force until it has been signed on behalf of the Customer and the Company.

3(2) This Agreement shall continue in force for a period of thirty six months from the Effective Date ("the Fixed Period") and thereafter unless or until terminated by either party by giving to the other not less than ninety (90) days prior written notice to expire at the end of the Fixed Period or at the end of any subsequent period of twelve (12) months.

3(3) This Agreement shall be subject to earlier termination as provided in Condition 9.

4. MAINTENANCE SERVICE

4(1) The Company agrees to provide maintenance service (hereinafter referred to as "Maintenance Cover") to keep the system in good working order.

4(2) Maintenance Cover includes: -

(i) Scheduled preventive maintenance based upon the specific need of the System as determined by the Company including such adjustments, modifications, and repair of parts as shall be indicated and deemed necessary within the maintenance service schedule to keep the System in good working order.

4(3) Maintenance Cover does not include:

(i) Work other than to the System;

(ii) Repair of damage or replacement of parts caused by accident or misuse, or the neglect, act or default of the Customer or any other user of the System (including, without limitation, failure to undertake user routine maintenance Specified in System operating instructions) or failure of electrical power, or any other failure not attributable to the System;

(iii) Painting or refinishing the System or furnishing supplies for such purposes, or making specification changes or performing services connected with relocation of the System or any part thereof, or adding or removing accessories, attachments, consumable items or other devices; and

(iv) Such services as may be impractical for the Company to render because of alterations to the System other than alterations carried out by the Company.

4(4) The Company shall provide in respect of the System the additional services (if any) detailed in the Schedule, (hereinafter called "the Additional Services").

4(5) These conditions shall not be deemed to constitute or imply any warranty by the Company that the System will at all times operate satisfactorily without malfunction.

4(6) The Company's entire liability in respect of the System, the Maintenance Cover, and the Additional Services and any loss, injury, death or damage caused thereby or resulting there from is set out in this Condition and in Condition 8 which apply to the total exclusion of any other conditions, warranties, stipulations or statements whatsoever, whether express or implied by statute, common law or otherwise howsoever. The Company accepts no liability for any loss of business or profits or contracts or any other consequential loss or damage.

5. MAINTENANCE AND OTHER CHARGES

5(1) The Customer shall pay to the Company Thirty six Monthly Charge ("the Thirty six Monthly Charge") at the rates stated in the Schedule for the Maintenance Service and for the Additional Services. The Thirty six Monthly Charge shall be payable in advance on the Effective Date and on each subsequent anniversary thereof or as may be otherwise agreed by the Company in writing under the hand of an authorised signatory.

5(2) The Company reserves the right to vary the Twelve Monthly Charge by giving the Customer not less than thirty (30) days prior written notice to expire at any time or times after the Fixed Period (but not more frequently than once in every period of months following the end of the Fixed Period)

5(3) If the Annual Charges (or any part thereof) remain unpaid for more than 30 days after their due date the Company shall be entitled to withhold any or all of the services to be provided by the Company hereunder until such time as payment is received by the Company.

5(4) The foregoing charges exclude Value Added tax. The amount of Value Added Tax for which the Company will be accountable to HM Customs and Excise in respect of such charges shall be paid by the Customer on the submission of a Tax invoice and in accordance with the foregoing terms of payment.

6. CUSTOMER'S OBLIGATIONS AND UNDERTAKINGS

6(1) The Customer shall provide at its own expense by the Effective Date and thereafter maintain throughout the period of this Agreement the following

facilities for the operations and use of the System, to the standards specified by the Company: sufficient space for the accommodation of and access to the System: adequate power supplies: suitable environmental conditions: all necessary telephone

lines or circuits and connections thereto and line interfacing equipment: any Post Office or other consents licenses or authorisations (other than Type Approval of the System); and any other necessary facilities specified by the Company. No absence, deterioration or failure of any such facilities, which prevents or otherwise interferes with the Customer's operation or use of the System shall entitle the Customer to any rebate of the Annual Charges nor to withhold or delay payment thereof to the Company nor to any other rights against the Company.

6(2) The Customer shall throughout the period of this Agreement take good care of the System and operate the same in a proper manner, pay all charges, taxes and other outgoings payable in respect of the use of the System: order and pay for such consumable items as he shall require to operate and use the System: permit the Company and any person authorised by the Company to have access to the System at all reasonable times: not make or endeavour to make any alterations or additions to the System or any part thereof or permit any other person to do so without the prior written consent of the Company: notify the Company forthwith of any loss of or damage to or malfunction in the System or any part thereof: notify the Company forthwith of any proposed structural alterations to the Premises or of any modifications to the telephone installation affecting the System.

6(3) In the case of equipment forming part of an intruder or fire alarm System, the Customer shall, in the event of the System operating, forthwith notify the Company thereof by telephone: the Company shall reset the System. The Customer shall not nor shall he permit any other person without the prior consent of the Company in writing to reset the System or to test, reset or repair or replace or in any way interfere with the System or any part thereof.

6(4) In the event that access to a Central Alarm Receiving Station operated by the Company is included in the Schedule, the Customer shall notify the Company in writing of the days and times during which the Premises are normally closed. The Company shall be entitled to assume (unless written notice shall have been given by the Customer to the Company of any proposed alteration in such days or times) that any interference with the System during such days or times is unauthorised and shall be entitled to notify the Police accordingly.

7. FORCE MAJEURE

Neither party to this Agreement shall be under any liability to the other in respect of any failure to carry out or delay in carrying out any of its obligations hereunder attributable to any cause of whatever nature outside its reasonable control.

8. LIMITATION OF LIABILITY

It is understood that the Company is not an insurer, that insurance (if any) shall be obtained by the Customer, and that the amounts payable to the Company under the Contract are based upon the value of the Services and the scope of the Company's liability as set forth herein. The Company makes no guarantee or warranty that the System maintained by the Company will avert or prevent

occurrences or the consequences thereof, which the System is designed to detect. The Company shall not accept responsibility for any injurious act or default on the part of any employee of the Company unless such act or default could have been foreseen and avoided by the exercise of due diligence on the part of the Company as his employer.

The Company shall indemnify the Customer against any loss or damage to the Customer's premises or to property of the Customer or of third parties thereon, caused directly by a failure of the System due solely to deficient maintenance by the Company, subject to a maximum amount of £5,000,000 (five million pounds) in respect of any one incident. The Company shall not otherwise be liable, whether in contract, tort or otherwise howsoever, for any loss.

9. TERMINATION FOR DEFAULT

9(1) If any distress, execution or other legal process shall be levied on the System or any goods of the Customer or if the Customer shall be adjudicated bankrupt or (being a Company) have a liquidator appointed or if the Customer shall execute a Bill of Sale of the Customer's effects or any of them or if the Customer shall fail to make any payment hereunder within thirty days after its due date or if the Customer shall fail to perform, any of the Customer's other obligations hereunder, the Company shall be entitled forthwith to terminate this Agreement by giving notice in writing to the Customer.

9(2) Termination of this Agreement for any reason shall be without prejudice to all rights accrued prior thereto.

10. ENTIRE AGREEMENT AND APPLICABLE LAW

10(1) This Agreement constitutes the entire agreement between the Company and the Customer in respect of the System and supersedes all other agreements, statements, representations or warranties made by or between the parties or either of them concerning the System. The terms and conditions of this Agreement shall supersede any terms and conditions appearing on or referred to in any purchase order, acknowledgement or other document issued by the Customer in respect of the subject matter of this Agreement. No waiver, alteration, variation or addition to this Agreement shall be effective unless made in writing on or after the date of signature of this Agreement by both parties and accepted by an authorised signatory of both parties.

10(2) The interpretation construction effect and enforceability of the Agreement shall be governed by English law, and the parties agree to submit to the jurisdiction of the English Courts.



Controlled Ltd
40 Homecroft Road
London SE26 5QG

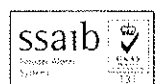
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MAINTENANCE PARTNERSHIP AGREEMENT

Dovecourt Reversions C/O Symon Smith & Partners

**SITE: Hartington Court
Hartington Road
London
W4 3TT**

**TYPE OF SYSTEM TO BE MAINTAINED
VIDEO ENTRYPHONE, AUTOMATED GATES.**



Company Registration No. 3594293
VAT No. 735 4050 52

SUMMARY OF SERVICE AVAILABLE

All customers choosing a Controlled Maintenance Partnership Agreement immediately benefit from full telephone support where required.

They also enjoy the piece of mind associated with 24 hour engineer response where a corrective maintenance call is placed via our help desk facility.

All corrective maintenance visits are carried out by fully trained and experienced systems technicians and a full service report is issued on completion of any works.

Reinvestment is a critical factor in our success. Therefore in addition to our technicians being equipped with the latest communications & diagnostic testing technology we offer ongoing technical and operator training programs.

CORRECTIVE MAINTENANCE SERVICE

In the unfortunate event that your system fails your company representative should call our emergency help line **0208 776 6151** and request attendance by our corrective maintenance team who shall respond within 24 working hours of a call being placed.

Our charge for a corrective visit shall be £ 75:00 plus VAT which would include all travel to your premises and the initial half hour on site. There shall be an additional charge of £ 25:00 plus VAT per subsequent half an hour or part of on site.

Any repairs necessary to return the system to full operation shall be quoted before any works are carried out.

Payment of any corrective works charges shall be due on completion of each visit.

PLANNED PREVENTATIVE MAINTENANCE INSPECTIONS

There are two Planned Preventative maintenance visits included with this agreement during which time all system components shall be inspected and tested for correct operation. Any remedial repairs or adjustments shall be carried out at the time of the inspection and any additional repairs or replacement items shall be quoted before any works are carried out.

