



THIS SERVICE AGREEMENT (the "Agreement") is dated this Xth day of XXXXX 2021.

The Parties

- I. the ("Client")
- II. Marcotte Limited, The Bristol Office, 2nd Floor 5 High Street, Westbury on Trym, Bristol, England, BS9 3BY ("the Agent")

BACKGROUND

- A. The Client is of the opinion that the Agent has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Agent agrees to provide such services to the Client on the terms and conditions set out in this Agreement.

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

SERVICES PROVIDED

The Client now agrees to engage the Agent to provide the Client with the following services (the "Services"):

1. Appointed "Agent" to facilitate the recovery of monies on behalf of the liquidator

The Services will include any other tasks or requests which the Parties may agree on. The Agent, because of this, agrees to provide such Services to the Client. This Agreement excludes legal recovery costs, useless instructed and paid for by the Client.

I. TERM OF AGREEMENT

The Term of this Agreement (the "Term") will begin on the date of this Agreement and remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.

II. PROVISION OF THE SERVICES

- 1 With effect from the Commencement Date, the Agent shall provide the Services to the Client throughout the Term of this Agreement.
- 2 The Agent shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the construction sector in the United Kingdom.
- 3 The Agent shall act under all reasonable instructions given to it by the Client provided such instructions are compatible with the nature of the Services. This service is deemed confirmation of a pre-agreement to act for the Client.
- 4 The Agent shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 5 Concerning certain specified matters related to the Services, the Agent may act on the Client's behalf.



Such matters shall not be set out in this Agreement but shall be agreed between the Parties as they arise from time to time.

- 6 The Agent shall use all reasonable endeavors to accommodate any likely changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related appropriate changes to the Fees that may be due because of such changes.
- 7 All verbal, electronic, emailed, and written correspondence received before and during this Agreement are deemed to be instructions to proceed by the Client. This includes but is not limited to drawings, email correspondence, hard copy documents, verbal instructions arising from client briefings.

III. CLIENT'S OBLIGATIONS

- 8 The Client shall use all reasonable endeavours to provide all pertinent information to the Agent necessary for the Services' provision. The Client warrants that verbal, electronic or written communication provided to the Agent is correct and accurate.
- 9 The Client shall not cause any act of prevention nor obstruct the recovery of monies facilitated for retrieval by the Agent. The Client shall not act in a manner as to prevent the Payment of fees to the Agent, and as such, any such monies subsequently recovered are held in trust by the Client and payable by demand. The Client fully accepts the sole responsible for the ultimate recovery of monies identified under the insolvency act and distribution of such to the Creditors of XXXXXX
- 10 From time to time, the Client may issue reasonable instructions to the Agent with the Agent's provision of the Services. Any such instructions should be compatible with the specification of the Services provided.
- 11 Suppose the Agent requires the decision, approval, consent, or any other communication from the Client to continue with the provision of the Services or any part thereof at any time. In that case, the Client shall provide the same in a reasonable and timely manner.
- 12 Suppose any consents, licences or other permissions are needed from third parties such as landlords, planning authorities, local authorities or similar. In that case, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 13 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the conditions of this Clause III shall not be the responsibility or fault of the Agent.

IV. CURRENCY

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

V. PAYMENT

- 15 The Agent will charge the Client for the Services at 34% of the value of monies realised or identified or by the rates at the rates within Appendix A
- 16 The Client will be invoiced by the total value of any valid realisation, whether the monies are successfully recovered by the Client or the Agent under instruction. In any event of prevention by the Client, the sums identified by the Agent as fair and due for recovery will be invoiced at the agreed rate or percentage.
- 17 Payment for any legal recovery by Marcotte is payable irrespective of the outcome of any legal action; all legal recovery will be through the Client's liability.
- 18 Invoices submitted by the Agent to the Client are due within seven days of receipt.
- 19 The Payment, as stated in this Agreement, does not include Value Added Tax. Therefore, any Value Added Tax required will be charged to the Client in addition to the Payment.
- 20 The Agent will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment, and the Agent will indemnify the Client in respect of any such payments required to be made by the Client.
- 21 The Agent will be solely responsible for the Payment of all remuneration and benefits due to the Agent's



employees, including any National Insurance, income tax and any other form of taxation or social security costs.

VI. REIMBURSEMENT OF EXPENSES

- 22 The Agent will be reimbursed from time to time for reasonable and necessary expenses incurred by the Agent to provide the Services. The Agent reimbursements for expenses will follow these guidelines:
- 23 Out of pocket expenses over and above travel to and from the project or the Client's office(s) is not applicable unless this exceeds the London travel zones, which will be 30p per Kilometre, over standard rates.
- 24 Notwithstanding anything to the contrary in this Agreement, if the Client defaults in the performance of any obligation under this Agreement or acts in a manner contrary to the Insolvency Act or is removed from office by the Creditors, the Agent will declare any proven sum owing as payable and a recovery debt.

VII. INTEREST ON LATE PAYMENTS

- 25 Interest payable on any overdue amounts under this Agreement is charged at a rate of 8.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

VIII. CONFIDENTIALITY

- 26 All written and oral information and material disclosed or provided by the Client to the Agent under this Agreement is non-Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Agent.

IX. OWNERSHIP OF INTELLECTUAL PROPERTY

- 27 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Agent. The use of Intellectual Property owned by the Agent will not be restricted in any manner.
- 28 The Agent may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the Client's written consent. The Agent will be responsible for all damages resulting from the unauthorised use of Intellectual Property.

X. RETURN OF PROPERTY

- 29 Upon the expiry or termination of this Agreement, the Agent will return any property, documentation, records, or Confidential Information, which is the Client's property.

XI. CAPACITY/INDEPENDENT AGENT

- 30 In providing the Services with this Agreement, it is expressly agreed that the Agent is acting as an Independent Agent and not as an employee. The Agent and the Client acknowledge that this Agreement does not create a partnership or joint venture and is exclusively a service contract.

XII. RIGHT OF SUBSTITUTION

MARCOTTE Limited Reg no 12952600

The Bristol Office, 2nd Floor 5 High Street, Westbury on Trym, Bristol, England, BS9 3BY

office@marcotte.co.uk



31 Except as otherwise provided in this Agreement, the Agent may, at the Agent's absolute discretion, engage a third-party sub-Agent to perform some or all the obligations of the Agent under this Agreement, and the Client will not hire or engage any third parties to assist with the provision of the Services.

If the Agent hires a sub-Agent:

32 the Agent will pay the sub-Agent for its services, and the Compensation will remain payable by the Client to the Agent.

33 for the indemnification clause of this Agreement, the sub-Agent is an agent of the Agent.

XIII. AUTONOMY

34 Except as otherwise provided in this Agreement, the Agent will have complete control over working time, methods, and decision making concerning the provision of the Services per the Agreement. The Agent will work autonomously and not in the direction of the Client. However, the Agent will be responsive to the reasonable needs and concerns of the Client.

XIV. EQUIPMENT

35 Except as otherwise provided in this Agreement, the Agent will provide at the Agent's own expense any tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services following the Agreement.

XV. NO EXCLUSIVITY

36 The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free to engage or contract with third parties to provide services like the Services during and after the Term.

XVI. NOTICE

37 All notices, requests, demands or other communications required or permitted by the terms of this Agreement are given in writing and delivered to the Parties at the following addresses:

a. the ("Client")

b. Marcotte Limited, The Bristol Office, 2nd Floor 5 High Street, Westbury on Trym, Bristol, England, BS9 3BY ("the Agent")

or to such other address as either Party may from time to time notify the other.

XVII. INDEMNIFICATION

38 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 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.

XVIII. LIABILITY AND INSURANCE

39 The Agent shall ensure that it always has suitable and valid insurance, including public liability insurance at an aggregate value of £250,000.



- 40 If the Agent fails to perform the Services with reasonable care and skill, it shall carry out any necessary remedial action at no additional cost to the Client.
- 41 The Agent's total liability for any loss or damage caused by its negligence or breach of this Agreement shall be limited except that insurance is capped to £1000.
- 42 The Agent shall not be liable for any loss or damage suffered or incurred by the Client that results from the Client's failure to follow any recommendation given by the Agent. The Agent does not indemnify the Client from any fees or sums resultantly payable to any 3rd party, nor will the Agent be held responsible ant damages levied on the Client.
- 43 Subject to sub-Clause, the Agent shall indemnify the Client against any costs, liability, damages, loss, claims, or proceedings arising from the Agent's breach of this Agreement.
- 44 The Client shall indemnify the Agent against any costs, liability, damages, loss, claims, or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Agent) caused by the Client or its agents or employees.
- 45 Neither Party shall be liable to the other or be deemed to be in breach of this Agreement because of any delay in performing, or any failure to perform, any of that Party's obligations only if the delay or failure is due to any cause beyond that Party's reasonable control.

XIX. MODIFICATION OF AGREEMENT

- 46 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.

XX. TIME OF THE ESSENCE

- 47 Time is of the essence in this Agreement. Accordingly, no extension or variation of this Agreement will operate as a waiver of this provision.

XXI. ASSIGNMENT

- 48 The Agent will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the Client's prior written consent.

XXII. ENTIRE AGREEMENT

- 49 It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement. This agreement is accepted on receipt.

XXIII. ENUREMENT

- 50 This Agreement will enure the benefit and bind the Parties, and their respective heirs, executors, administrators, companies, partnerships and all permitted successors and assigns.
- 51 The Client waives presentment for Payment, a notice of non-payment, protest and notice of protest

XXIV. TITLES/HEADINGS

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

XXV. GENDER

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

XXVI. GOVERNING LAW

- 54 This Agreement will be governed by and construed under the laws of England.

MARCOTTE Limited Reg no 12952600

The Bristol Office, 2nd Floor 5 High Street, Westbury on Trym, Bristol, England, BS9 3BY

office@marcotte.co.uk



XXVII. SEVERABILITY

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

XXVIII. WAIVER

56 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 different requirements.

Marcotte Limited

Officer's Name: Christopher Bates

Date

office@marcotte.co.uk



Appendix A - RATE CARD

Debt recovery	Recovery of construction book debts, retentions, (over) payment notices, enforcements, statutory demand served (£175 per notice),	34% gross sum recovered
Standard working BAND A	Evidence gathering, case management, correspondence, client meetings, briefings, non-legal or contractual work	£123/ hr.
Standard Working BAND B	Preparation of NOA, referral, responses, and rejoinder for 28-day adjudication, note our minimum charge of £8000	£146/ hour
Standard working BAND A1	Adjudication Defence, response to the referral, rejoinder, surrejoinder(s) as required. 28 Day Standard on train period	£125/ hour
Standard working BAND C	Legal briefing, legal-based works, debt recovery through process, letters before action	£164 /hr.
Adjudication (28 days)	Preparation of NOA, referral, responses, and rejoinder for 28-day adjudication, note our minimum charge is £8000	12% of the award N/A
Adjudication (more than 28 days)	Preparation of rejoinder and surrejoinder(s) time exceeding a 28-day adjudication. Minimum £3000 extra over or charged at BAND A	12% of the award plus other charges. N/A
Claims Forensic Scheduler	Critical path analysis, establishing entitlement	£1499 / day
Cancellation	Any Services cancelled after instruction	30% of predicted fees or charged hourly at BAND A, whichever is the lower sum.
Claims Agent	Adjudication, loss, and expense, EOT claims and general construction claims.	£215 / hr.
Forensic debt Analysis	Corporate investigation over submitted records, antecedent payments, false accounting	£1800 / day
Construction Barrister	Legal representation, skeleton arguments & stand at court	From £450 /hr.
Expert Witness	Attend site, read of documentation, photograph, and report.	£450 to £900 / day