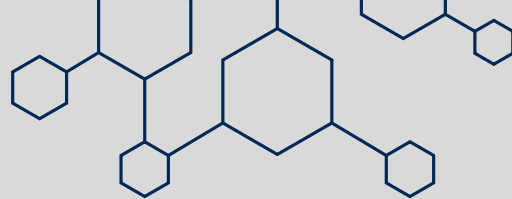




Mitie Winter Services



Mitie Winter Services



When the weather turns cold and icy, you have a legal duty of care to ensure safe access to your building for both your employees and visitors.

Mitie Winter Services is one of the UK's leading suppliers of winter gritting services to the business community, providing one of the largest and most comprehensive services in the country.



Expertise and Weather Intelligence



Full Public Liability and Claims Defence



Vehicle and Pedestrian Telematics



Real time data via our Client Portal



24/7 Control Room and Helpdesk



Local, directly employed workforce



Specially equipped vehicles



Secured and ringfenced salt stocks

Snow Ploughing Services



Winter Gritting Services

With UK winters seemingly becoming colder and more volatile, we have the equipment and snow ploughing expertise to see you safely through the challenging winter months.

We specialise in delivering proactive multi-site commercial winter services and our large range of vehicles and equipment are designed with businesses like yours in mind.

Weather Intelligence



Weather intelligence is at the heart of the service we deliver and must be reliable and unrivalled in accuracy.

Our weather partnership with the Met Office ensures we have the best expertise on hand, with road surface forecasting designed specifically for gritting and winter maintenance.

Powered by



OpenSite™ Premium Data
Including full UK postcode service

Using cutting-edge technology and data analytics; we gather, process, and interpret comprehensive weather-related data, including historical records.

Our approach ensures the provision of in-depth expertise allowing us to deliver accurate and timely insights into weather patterns and conditions.

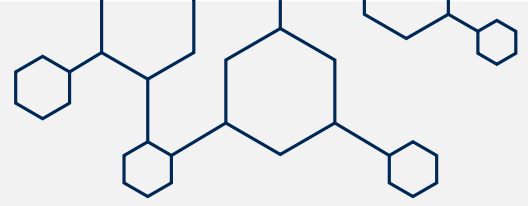


Our weather intelligence offers you key components such as risk mitigation and decision support for your business.

We can offer actionable insights alongside proactive measures to help you mitigate weather-related risks and optimise your operations. Additionally, we provide real-time alerts and notifications to keep you informed about upcoming weather events such as extreme temperatures or volatile conditions.

Rest assured, with our combined expertise and reliable forecasts, we are committed to supporting you throughout the winter season, ensuring your operations run smoothly and efficiently.

Upon Our Arrival



Once we arrive on site, we will undertake a visual risk assessment before activity can begin. Our people will be asked to complete a short health and safety questionnaire on their smart device to confirm that they are properly equipped and understand the risks involved in the task ahead.

We will grit larger areas using the vehicle-mounted spreaders at a rate of between 10 and 40g/ m². Once complete, they will safely park their vehicle and begin gritting smaller, more inaccessible areas by pedestrian spreader or, in very confined spaces, using hand tools.

On completion of gritting activity, we will carry out a visual assessment of the site and obtain a signature of satisfaction from the person in charge (if available). Our people will sign off the project as complete, creating an individual database record.



24-hour Support

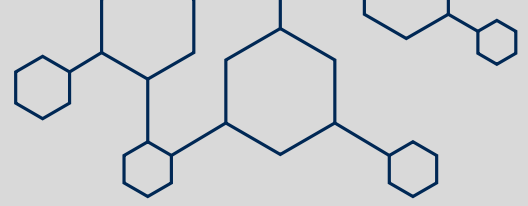
As a Mitie Winter Services customer, you have access to our 24/7 winter support desk, a dedicated email address and our online customer portal.



You'll also have a dedicated account management team headed by a key account manager who will care for your contract and be your regular point of contact.

Regular meetings can be arranged by your key account manager to monitor performance and take account of any variability as your property portfolio changes.

Staying connected



Communication is at the heart of Mitie Winter Services. Our advanced work scheduling and business management system combines with our on-line client portal, providing you with 24/7 access to your planned and historic gritting activity.

Whether you're on a pay per grit or annual fixed price contract, our technology provides you with complete visibility of the winter services we provide to your site(s).

The visit information is provided directly by our technicians' smart devices, which means that you can view key data on specific visits all in real-time.





Ensuring your protection through claims defence

In the event of a claim, we will work with you to help you defend the claim and in the appropriate circumstances, take over its direct handling.

We don't offer you any indemnity and our liability is always capped at the value of insurance cover we offer. Our liability begins 2 days after you sign up for gritting and 10 days after you sign up for snow ploughing. This gives us time to plan for delivering the best service.

It's a good idea for you to sign up as early as possible to avoid any periods where you are not covered.

Budget Management



We provide a complete and reliable service, with the full flexibility of a contract that suits you.

Flexible Payment Options

Fixed Annual Cost

This provides you with budget certainty for full season coverage

Pay as you Go

Providing you with flexibility and control of both service and budget

Both options provide you with full access to Mitie's 24/7 helpdesk, so we'll always be there when you need us most



Mitie Winter Services



www.mitie.com
winter@mitie.com
0345 869 7949



Terms and Conditions

I. THE SERVICES

1.1 The services to be performed by Mitie are at the locations (the "Premises") and scope (the "Services") as set out or referred to in the Contract Form as subject to these Terms and Conditions. Mitie shall provide the Services with reasonable skill, care and diligence.

1.2. Mitie shall provide the Services:

- a) as set out in the Quotation or as otherwise agreed in writing;
- b) in accordance with regulatory and statutory requirements (including health and safety) applicable to the Services;
- c) using all materials and/or goods as per the Quotation, ensuring they are of satisfactory quality and comply with applicable British Standard where appropriate.

2. PROVISION OF GRITTING SERVICES

2.1. Mitie will subscribe to a recognized professional Road Surface Temperature forecasting service, specifically designed for use in winter servicing (the "RST Forecast"). Mitie will monitor the RST Forecast on a daily basis between 01 October and 30 April. Whereby 12:00 noon each day, the RST Forecast has reported one of the following: (i) road temperatures of \leq zero °C; (ii) frost, ice or snow forecast; or (iii) a red or orange hazard colour; for that evening, Mitie shall automatically mobilise the Services. The Services delivered at the Premises shall be dependent on the information in the Quotation or otherwise as agreed in writing. The Client may request ad hoc services based on localised weather, or its individual requirements, charged as additional services.

2.2. The parties specifically acknowledge that snow is a naturally occurring phenomenon and can on rare occasions fall unexpectedly heavily. While Mitie agrees to deploy the snow ploughing services in accordance with Clause 2.1 Mitie on no account guarantees that those Services will be able to clear the snow within any period of time. On no account whatsoever does Mitie accept any liability for failure clear snow or maintain access to any property or site where it has used reasonable endeavours plough the snow at the site in accordance with any agreed specification, but such endeavours are not sufficient to maintain safe access or clear snow.

2.3. It is specifically understood that snow ploughing and the Services:

- 2.3.1. do not mean removal of snow entirely rather that snow is 'pushed up' into an agreed set of piles at the site where they are left to melt naturally;
- 2.3.2. cover those areas set out in specification only and only areas which are accessible by snow ploughing and gritting vehicles and does not include gritting or snow ploughing around obstacles including between vehicles or in areas where hand clearance would be required unless specifically agreed in the specification;
- 2.3.3. cars will need to be removed by their owners if Mitie are to plough or grit the areas they occupy; and
- 2.3.4. ploughing and gritting of paths steps and walkways on a Site must be specifically agreed in the specification or will not form part of the Service.

2.4 If the RST Forecast has not forecasted any of the scenarios listed in Clause 2.1, Mitie's winter servicing will not be automatically mobilised unless by agreement and at cost of the Client. Mitie shall not be liable for any unforeseen, localized weather events which fall outside the scope of Mitie's notification under Clause 2.1.

2.5 The Client on site may override or cancel any gritting services to be delivered up to 15.00 each day. Where a gritting service is cancelled, Mitie shall not be liable under any circumstances for such cancellation and may charge a cancellation fee of 20% of the "per site" price as stated in the Contract Form for each Site. Any cancellation by the Client must be made in writing as per Clause 10.2 or via the App. Where a cancellation notice is received after 15.00 on any day, such notice shall be invalid, and Mitie shall be contractually obliged to deliver the Services.

2.6 Gritting shall be carried out to hard surfaces on the Premises as identified in the Site Plan. The Contractor shall determine at its discretion when the use of spreader trucks or manual spreading methods is most appropriate. The treatments to be applied shall be as per the Contract Form or at Mitie's discretion where none stated.

3. PROVISION OF FACILITIES AND THE PREMISES

3.1. The Client will, at all times, and at no charge to Mitie:

- a) provide all instructions and information required by Mitie for the safe, efficient and proper performance of the Services;
- b) provide and maintain such facilities relevant to the Services at the Premises as Mitie may require including (without limitation) adequate utilities; and
- c) provide and maintain such equipment at the Premises as the Parties have agreed will be available.

3.2. Aside from safety conditions relating to the ice, frost or snow conditions for which Mitie is performing the Services, the Client warrants that the Premises will be safe for Mitie to carry out the Services and shall comply with all relevant UK and European Union health and safety legislation.

3.3. The Client shall provide Mitie with all information in relation to the Premises affecting the Services; materials and equipment handling procedures; the layout, use, security and detection systems, health and safety, and reporting procedures of the Premises; all special or novel risks which a reasonable contractor would be required to know to perform the Services; and the Client's key on-site contacts.

3.4. The Client will allow Mitie's personnel, representatives or sub-contractors such access to the Premises as is reasonably required for providing the Services. Where such access is not permitted for any reason, the Client agrees in any case to pay the Charges in full as if such access had been permitted and the Services provided.

3.5. Aside from safety conditions relating to the ice, frost or snow conditions for which Mitie is performing the Services, Mitie shall not be obliged to perform the Services or any part of them where such performance would expose any of Mitie's personnel, representatives or sub-contractors to risk of physical injury.

3.6. The Client shall make arrangements for the Premises to be available (including the provision of any keys or access codes required) to the Supplier outside of normal working hours and overnight for the purposes of carrying out the gritting services. The Client shall notify the Supplier of any operational changes or restrictions affecting the Client which may have an adverse effect on the Supplier's ability to perform the winter services.

3.7. The Supplier shall not be in default or have any liability to the Client if operational or access restrictions prevent the Supplier from carrying out all or part of the winter service save that the Supplier shall notify the Client of any gritting it has been unable to carry out and why.

4. CHARGES

4.1. The price for the Services shall be as set out or described in the Quotation ("Charges"). Charges are exclusive of VAT but inclusive of all other, taxes, charges and expenses.

4.2. Where the Client has a query relating to service or the Charges in any month, such query should be raised with Mitie in writing within 14 days of the end of the month in which a site visit took place to winter@mitie.com as per Clause 10.2. Proof of attendance reports (constituting satellite tracking images) are available free of charge in any case where defending an insurance claim. Proof Of Attendance reports required for any other reason may be provided at an additional charge of £12.50 per visit.

4.3. Mitie shall invoice the Client for the Services as specified in the Contract Form. Payment shall be made within thirty (30) days from the date of a valid invoice. In the extent of a bona fide dispute, the Client shall pay any undisputed amounts. Time shall be of the essence regarding payment of the Charges. Any disputes relating to service delivery or invoice charges must be raised in writing within 14 days of the invoice date.

4.4. Without prejudice to any other right or remedy Mitie may have, Mitie reserves the right to set off any amount owing at any time by the Client to Mitie, whether under the Agreement or any other agreement which may exist from time to time between them, against any amount payable by Mitie to the Client under the Agreement.

4.5. Mitie may increase the Charges or any part of it at any time after the first anniversary of the Commencement Date by giving not less than twenty- eight (28) days' notice to the Client of such increase.

4.6 Mitie may charge up-to 20% of the value of any gritting visit cancelled by the customer. This applies to gritting visits cancelled by the customer as identified in Section 2.5.

4.7 Mitie may charge an uplift of 30% for any gritting or snow ploughing scheduled for any bank holiday or substituted day as set out by the UK Government.

Terms and Conditions

5. EQUIPMENT

5.1. All equipment and materials (including intellectual property) supplied by Mitie in the provision of the Services shall remain the property of Mitie. The Client will indemnify and keep indemnified Mitie against any Losses it may incur or suffer in connection with any loss of or damage to property belonging to Mitie or any of Mitie's personnel, representatives or sub-contractors whilst at the Premises which is not caused by the fault or negligence of Mitie or any of Mitie's personnel.

6. FORCE MAJEURE AND SUSPENSION OF SERVICES

6.1. Mitie shall have no liability to the Client, nor be deemed to be in breach of the Agreement if there is any failure or delay in performing the services, as a consequence of any event outside Mitie's reasonable control (including without limitation severe weather conditions or natural events, terrorism, hostilities or civil disorder, industrial action, equipment breakdown or malfunction, power failures or third-party default or insolvency) ("Force Majeure"). Mitie will give notice in writing of suspension of the Services as soon as reasonably practicable. On service of such notice (i) the obligations of Mitie to perform the Services shall immediately be suspended until Mitie serves notice on the Client that such circumstances have ceased; and (ii) the Client shall immediately pay to Mitie all arrears of Charges or other monies then due for payment. Mitie shall not be liable to the Client for any Losses caused to or suffered by the Client as a direct or indirect result of a Force Majeure event under Clause 6.1 or the supply of the Services being suspended.

6.2. Mitie may suspend the Services during any period of a Force Majeure event. If an event of Force Majeure lasts for more than twenty-eight (28) days, either party may, following consultation, give notice of termination with immediate effect to the other.

7. TERMINATION

7.1. This Agreement may be terminated:

- a) immediately by either party on giving notice to the other if (i) the defaulting party ceases to or threatens to cease to carry on business; (ii) takes steps to institute formal insolvency proceedings; (iii) if the defaulting party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (iv) the other party commits a material breach of this Agreement;
- b) immediately by Mitie on giving notice to the Client if Mitie is unable to purchase or maintain appropriate insurance cover on the general market either at all or at a cost reasonably acceptable to Mitie;
- c) by Mitie on giving not less than seven (7) days' notice to the Client if any payment owed by the Client to Mitie under the Agreement remains unpaid for a period of 30 days after it has become due;

d) by Mitie on giving not less than fourteen (14) days' notice where Mitie has given notice of an increase in the Charges which cannot be agreed; and

e) by Mitie, without liability, at any time for convenience in writing on either (i) at least 12 months' notice; or (ii) upon 30 days' notice, such notice not to expire before 30 April in any year.

7.2. Where the Agreement is terminated early in circumstances in which Mitie is not at fault, the Client shall indemnify and hold harmless Mitie for any liabilities or expenditure which Mitie reasonably incurs, subject to Mitie's mitigation.

8. LIABILITY AND INDEMNITY

8.1. Mitie shall arrange for the following insurances:

8.1.1. Public liability insurance cover up to £10 million; and

8.1.2. Employer's liability insurance cover up to £10 million.

8.2. Nothing in the Agreement shall be taken to exclude either party's liability for death or personal injury caused by the negligence of such party, its employees or other representatives or for fraud or fraudulent misrepresentation.

8.3. Subject to Clause 8.2, Mitie's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Agreement shall be limited to:

- a) in the case of claims relating to damage to physical property, £250,000 in the aggregate; and
- b) for all other claims, an aggregate per annum amount equal to Charges three (3) months prior to such claim arising.

8.4. Notwithstanding the above, Mitie shall have no liability to the Client for any damage or loss arising out of any performance or non-performance by Mitie of any of its obligations or for any indirect or consequential losses. Mitie does not accept any liability in respect of any matters arising from:

- a) spreading salt on sites where plans have not been provided by the customer;
- b) any loss sustained by the Client where Mitie has been unable to access the Site(s);
- c) accidental damage caused to fixed structures during snow ploughing operations where such structures are not able to be identified due to snow coverage; or
- d) any loss sustained between fresh snowfall and completion of snow ploughing operations.

8.5. Where an actual or potential claim arises under Clauses 8.1 to 8.4 of this Agreement, the Client shall, as soon as is reasonably practicable, notify Mitie of such claim. Upon notification by the Client, Mitie shall at its sole discretion determine the action(s) to be taken in respect of the claim or potential claim.

8.6. Subject to Clause 8.7, the Client shall indemnify and hold harmless Mitie for:

a) all costs, claims, proceedings, losses, damages, proceedings, fines, penalties and expenses ("Losses") suffered by Mitie or its representatives because of:

- i. any breach of the Agreement by the Client; or

ii. any act or omission of the Client or the Client's employees, representatives or sub-contractors; and

b) any liability to any third party arising in connection with the Services which Mitie may incur whether by court proceedings or by a bona fide out-of-court settlement.

8.7. The Client shall not be liable to Mitie for any damage or injury to the extent that the same is caused by or arises out of Mitie's negligent acts or omissions. The Client warrants it has adequate insurance cover with reputable insurers at the Client's own expense for any liability it may incur under this Agreement.

8.8 Mitie shall make reasonable endeavours to carry out time-appropriate snow ploughing services as per Clause 2 of this Agreement.

Where Mitie has successfully carried out snow ploughing operations in line with this Agreement and there is fresh snowfall after the point of completion of snow ploughing but before the next ploughing visit, this shall not be deemed non-performance of the Services by Mitie. Further, Mitie shall have no liability for any deemed non-completion of the Services due to fresh snowfall aside from where due to Mitie's negligence as snow is a natural, and therefore unpredictable occurrence.

9. DISPUTE RESOLUTION

9.1. Each Party shall appoint an individual to deal with the day-to-day management of the Agreement (the "Account Manager"). If any dispute arises in connection with the Agreement (a "Dispute") it shall be referred to the Account Managers for resolution. If not resolved within 30 days of this referral, it shall be passed to their respective Managing Directors for resolution within a further 30 days. Nothing in this Clause 15 shall prevent either party (i) seeking urgent court relief to protect its position nor (ii) seeking court relief for a debt claim or disputes not exceeding £15,000.

10. GENERAL

10.1. Mitie may assign or sub-contract all or any of its obligations under the Agreement at any time without requiring the Client's consent.

10.2. All notices which are required to be given under the Agreement shall be in writing and sent to the address of the recipient set out in the Quotation or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause 10. Notices may be delivered personally, by email, or by first class post and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by email upon time of sending to winter@mitie.com.

10.3. For the purposes of Section 1(2) of the Contracts (Rights of third Parties) Act 1999 the parties state that they do not intend any term of the Agreement to be enforced by third parties.

10.4. This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.