

# BioTecture Ltd

## ????????? LIVING WALL

### Maintenance Agreement

#### Summary:

Maintenance and upkeep of the green wall elements and ancillary plant

#### Statement of Intent:

To signify the commitment of all parties both to this agreement and to the provision of sufficient resources to maintain the living green wall to a good standard at all times

#### Agreement Start Date:

?????????

#### 1. Signatories

???????????????? (???)  
????????????????????  
????????????????????  
????????????????  
?????????

**Biotechure Limited (BTL)**  
The Glasshouse  
Street End Road  
Sidlesham  
West Sussex PO20 7QD

#### 2. Inspection & Reporting

1. ??? will undertake general on site building maintenance duties to include the inspection of the green wall elements and reporting of any perceived defects to all parties.
2. BTL will make regular visual and photographic inspections of the green wall areas (all from ground level). These will be carried out at suitable prescribed intervals throughout the year.
3. BTL will carry out an annual close-up detailed inspection of all the areas of the green wall using access equipment.
4. BTL will produce reports on standard forms of all inspections carried out. These will be formally issued to all parties.

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## 3. Maintenance & Upkeep

1. BTL will carry out an annual maintenance of the green wall elements. This work will include
  - ❖ Replacing (up to) 100% of the plants.
  - ❖ Topping up the nutrients tank
  - ❖ Tending of plants as necessary
  - ❖ Maintaining the irrigation system

The 12 months maintenance package includes for twelve monthly visits. Should this be insufficient, for whatever reason, then BTL reserves the right to charge for any additional visits that are deemed necessary.

2. Further maintenance / upkeep works deemed necessary will be itemised and undertaken by BTL on the instructions of ???

### Item 3.1 Exclusions

Replacement or maintenance required as a result of:

- ❖ Vandalism
- ❖ Theft
- ❖ Negligence
- ❖ Late notice by ??? of any issues that may affect the living wall including, but not limited to, the reporting of any leaks and /or areas of the wall not receiving irrigation water
- ❖ Insufficient or intermittent water or power supplied to the irrigation set up
- ❖ Third Party Damage
- ❖ Frost or Extreme (Sub-Zero) Temperatures
- ❖ Force Majeure

## 4. Pump(s) & Irrigation / Dosing System:

1. It will be the responsibility of BTL to ensure that the pumps and irrigation system are inspected and (where required) serviced at regular prescribed intervals as necessary.
2. It will be the responsibility of BTL to ensure that the dosing of the required nutrients is carried out at suitable intervals.
3. It will be the responsibility of ??? to ensure that an uninterrupted and suitable water and power supply is maintained at all times
4. Necessary replacement works will be itemised and undertaken by BTL on the instructions of ???. *For walls in excess of 12 months old any necessary parts and labour will be charged at cost + 15% in addition to the maintenance agreement*

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## 5. Financial Principles

1. ??? will pay BTL an agreed annual fee of £???? (excl VAT) to carry out the works as confirmed in section 3.1 above. The fee is payable quarterly in advance.
2. For items not included within the annual fee as detailed in sections 3.2 and 4.4 above a schedule of rates will be agreed between the parties. These will allow for all foreseeable additional items of maintenance / upkeep / replacement / amendments that may be deemed necessary at any time during the term of the agreement.
3. Any unforeseen maintenance / upkeep / replacement / amendment requirements are to be evaluated and agreed prior to being carried out. The basis for this evaluation, if possible, is to be the schedule of rates.
4. The annual fee and the schedule of rates are to be index linked to the Retail Price Index.

## 6. Term of Agreement

1. One year with option to extend if both parties are in agreement
2. Review and if necessary amendment of terms of this agreement after every one year

## 7. Quality Control

1. Sufficient resources are to be allocated to allow the Living Wall to be maintained to an acceptable standard
2. The criteria that determine the acceptable standard that must be maintained will be agreed between the parties.
3. A review procedure is to be established to monitor quality control issues

## 8. Liaison

1. Regular meetings (minimum once a year) between the parties to take place to discuss maintenance and upkeep issues including programming and condition.

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## 9. Access

1. ??? will provide unobstructed access to allow all scheduled and instructed maintenance and servicing works to be undertaken.
2. A procedure for ensuring that access to enable any emergency maintenance and servicing work is always available will be established between both parties.

## 10. Sub-Contractors and Assignment Rights

1. ??? agrees that BTL may at any time employ Sub-Contractors to fulfill its obligations under this agreement.
2. BTL may not assign their rights and responsibilities under these terms of agreement without the express written approval of ???. Approval is not to be unreasonably withheld.

## 11. Confidentiality

1. Both ??? and BTL are to take all reasonable steps to ensure that no disclosure of information regarding the Living Wall is made without approval from the other party. Approval is not to be unreasonably withheld.

## 12. Declaration

Signed for and on behalf of BioTecture Limited

\_\_\_\_\_ Date \_\_\_\_\_

Name in block letters \_\_\_\_\_

Position \_\_\_\_\_

Signed for and on behalf of ??????????????

\_\_\_\_\_ Date \_\_\_\_\_

Name in block letters \_\_\_\_\_

Position \_\_\_\_\_

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