

BOOKING and PAYMENT AGREEMENT

Ref X10

For PSS Admin Use:
Form X10 05/07

Contract Ref:

PSS's Account Ref:

SU Ref:

About Us		
Project Name		
Project Manager		
Project Address		
Town & City	Postcode	
Contact Name		
Contact Telephone		
Contact Email		

About The Cost		
£	Per: ⁱ	For: ⁱ
£	Per:	For:
£	Per:	For:
£	Per:	For:
£	Per:	For:

About Who is Paying for the Service	
Name or Company	
Department	
Address	
Town & City	Postcode
Contact Telephone	
Contact Email	
Method of Payment ⁱ	

About Who the Booking or Service is for	
Name	
Address	
Town & City	Postcode
Contact Telephone	
Contact Email	
Reference / Order No. ⁱ	

About How & When we will Invoice You	

About the Service		
Service Description ⁱ		
Service Details		
Location ⁱ		
Notice Period	No. Of Hrs	
The service will Start on	The Service will Last for	The service will End on

Agreed on Behalf of PSS			
Print Name		Capacity	
Signature ⁱ		Date	
Agreed on Behalf of the Person			
Print Name		Capacity	
Signature ⁱ		Date	

Please see the back of this form. It tells you the different ways you can make payments to PSS. It also sets out our terms and conditions and cancellation charges.
Once this form is authorised by both parties, PSS has agreed to provide the service and you have agreed on behalf of the purchaser, to make payment for it.

Methods of Payment

By Debit / Credit Card.



Please telephone 0151 702 5572 (Office Hours: 9:00am to 5:00pm Mon to Fri)

By Cheque /Postal Order .

Please make cheques payable to PSS and send to:- PSS, 18 Seel Street, Liverpool L1 4BE. Don't forget to include details about what it is you are paying.

By Direct Credit to our Bank Account

If you have a bill payment facility with your bank you can make a direct payment to us. Your bank will ask you for our bank details which are as follows:- *Bank:* Barclays Bank. *Branch:* Liverpool Water Street. Sort Code: 20-51-01. Account No: 10570052.

Please also quote your PSS account reference which will be showing on the top of your invoice.

By Standing Order or Paypoint Post Office Card

Please contact the Finance Office during normal office hours on 0151-702-5572 and ask about these methods of payment. We will send you a Standing Order Form or Post Office card on request

Terms and Conditions (standard contract law applies to this agreement)

1. The Agreement

1.1. This agreement constitutes the entire agreement between PSS and the Purchaser and/or the Service User. Any variation to the terms of this agreement must be agreed in writing by both parties.

2. The Services

2.1. Subject to the terms of this agreement, PSS will provide the Services to the Service User at the Location stated from the Commencement Date until the termination of this agreement

2.2. The Location of the Service can be changed by agreement between PSS and the Purchaser

2.3 The service can be altered or suspended by mutual agreement given in writing of not less than the notice period.

3. The Fee

3.1. For continuing services, the maximum fee increase, applied from 1st April, shall be negotiable but is expected to be no greater than the average increase in the RPI Index and CPI price indices during the preceding twelve months.

3.2. In addition to the Fee, the Purchaser will pay to PSS any expenses reasonably incurred by PSS in providing the Services which have been agreed by PSS and the Purchaser (except in the case of emergency when they can be incurred at PSS's sole discretion).

3.3. The Purchaser will pay to PSS, VAT on the Fee and any expenses, if PSS becomes VAT registered.

3.4. The Purchaser will pay the Fee to PSS within 30 days of receiving PSS's invoice or the service/provision ending date, whichever is the latter. Failure to pay may result in the service being suspended or terminated. PSS may use debt collection agencies to recover any monies owing.

4. Termination

4.1. Subject to 4.3 below, this agreement will terminate on the Termination Date. If there is no Termination Date, then 4.2 below will apply.

4.2. Subject to 4.1 above and 4.3 below, PSS or the Purchaser can terminate this agreement by giving the other party written notice of not less than the Notice Period

4.3. PSS or the Purchaser can terminate this agreement with immediate effect by giving written notice to the other party if:-

4.3.1 That party is in breach of any of its obligations under this agreement; and

- written notice of the breach has been given to that party; and
- that party has not remedied the breach to the reasonable satisfaction of the party who served the notice within 28 days of receiving the notice.

5. PSS Employees

5.1 Except where TUPE Regulations 1991 (as amended) apply then during the period of this agreement and for six months after the termination of this agreement, the Purchaser will not persuade or attempt to persuade any employee of PSS who had been involved in the provision of the Services during the previous twelve months to leave PSS's employment

6. Indemnity

6.1 The Purchaser will indemnify PSS and maintain adequate insurance cover in respect of any loss or injury sustained by any employee or agent of PSS:-
(i) during or in connection with the provision of the Services; and (ii) which was caused by any act or omission of the Purchaser

6.2 The Purchaser will produce evidence of such insurance cover to PSS on request

6.3 PSS shall maintain public liability insurance of £10,000,000 and Employers Liability Insurance of £2,000,000 and indemnify the Purchaser against any loss or injury sustained by any person arising from any act or omission of PSS during or in connection with the provision of the services.

7. Arbitration

7.1 In any dispute arising between PSS and the Purchaser and/or the Service User concerning this agreement attempts will be made to resolve the matter locally in the first instance and then by reference to the senior manager (or his/her nominee) of the respective parties.

If the dispute remains unresolved then the matter will be determined by a single arbitrator to be agreed between the parties.

Cancellations & Other Charges