

understanding, representations written or oral concerning the subject matter;

**"Day"**

shall mean a calendar day;

**"Eventuality"**

shall mean an eventuality that prevents or delays the performance of this Contract in whole or in part by either Party under this Contract due to any act of god, reason of governmental decision, war whether declared or not, hostilities, act of the public enemy, civil commotion, sabotage, fire, typhoons, flood or any natural disasters, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel) strike and lockout or any other event beyond the reasonable control of the Party concerned.

**"Month"**

shall mean a calendar month;

**"Parties"**

shall mean CUSTOMER and the SERVICE PROVIDER, and "Party" shall mean either one of them;

**"Services"**

shall mean the services detailed in schedule 2 (Description of Services and Scope of Work) hereto to be carried out by the SERVICE PROVIDER under this Contract and a Variation thereto;

**"Term"**

shall mean the period set out in Schedule 1 (Details of the Contract) hereto;

**"Variation"**

shall mean a revision or reasonable alteration or addition to or omission to the Services or part thereof, requested by CUSTOMER or SERVICE PROVIDER during the term of this Contract;

**"Waste"**

shall have the meaning of Schedule 2 hereto

**"Week/Weekly"**

shall mean a calendar week;

**"Working Day"**

shall mean Monday to Friday exclusive of any public or mercantile holidays in Sri Lanka;

1.2. Words importing the singular shall also include the plural and vice-versa where the context so requires.