

TERMS AND CONDITIONS OF MAINTENANCE

DEFINITIONS

"The Start Date" shall mean the date of the Maintenance Agreement overleaf and the date of commencement of the Maintenance Service.

"Maintenance Charges" are as specified in the Agreement overleaf and on subsequent Maintenance Invoices.

"The Equipment" shall mean the equipment to be maintained.

"The Installation Date" shall mean the date on which the Equipment was installed available for use by the Client.

"The Schedule" shall mean the description of the Equipment to be maintained.

CONDITIONS

- The work to be performed** - in accordance with the provisions of these Terms and Conditions of Maintenance the Company shall provide a Maintenance Service consisting of all necessary labour, parts, tools, test equipment, transportation, supervision, technical and all other services and operations necessary to maintain the Equipment in efficient working order and carry out:-
 - Gold, Silver and Bronze Service** - Routine inspections of the Equipment described on the Schedule on two occasions per year (such inspections may coincide with call-out visits).
 - Gold and Silver Service Only – Fully inclusive 'F' item cover.** Any repairs to, or replacement of, the Ref. 'F' or 'F*' items listed and described on the Schedule arising solely from fair wear or mechanical or electrical defect. Such repairs and replacements shall be executed free of additional charge by the Company.
 - Gold Service Only – Non-inclusive 'N' item cover.** Adjustments and minor repairs to; Door equipment (such as latches, strikes and closers not manufactured by the Company) associated with the Maintained Doors and any other Ref. 'N' items described on the Schedule. After the expiry of the Manufacturer's Warranty period of such equipment, charges will be made for replacement of parts which have become defective for whatever reason (except through damage caused directly by the Company, its servants and agents). Door equipment (such as hinges, doors or door frames) not normally supplied by the Company is excluded from maintenance.
- Gold, Silver and Bronze Service**
 - The Company shall, subject to the Client complying with its obligations hereunder and upon receipt of due notice; execute the repairs, replacements and adjustments as soon as practicable and within 2 working days.
 - Where site Health and Safety policies prohibit the use of ladders or stepladders for working at height, the Client shall arrange for the hire of suitable lifting equipment and, if necessary, a certified operator to enable the Companies employees to access equipment fitted at high level. The cost of hiring this equipment is not included in the agreement charges.
 - In the event of repairs or replacement of the Equipment due to loss, damage or destruction, howsoever caused (other than directly by the Company, its servants or agents) the Client shall be liable to pay the Company at the rates then current for labour, materials and transportation or such proportion of those rates as the Company alone may determine, according to the nature and extent of the repairs or replacement of each item of the Equipment repaired or replaced.
 - The Company shall not be required to carry out maintenance repairs or replacements outside the hours of 09.00 to 17.00 hrs Monday to Friday or on Public Holidays.

CHARGES

- As full consideration for the satisfactory performance by the Company of the Maintenance Service required by these Terms and Conditions the Client agrees to pay, prior to the Start Date, the Maintenance Charges required by the Agreement and to pay subsequent Maintenance Charges within 30 days of date of invoice.
 - Replacement parts supplied by the Company in respect of equipment referred to in Clause 1(b) and labour time expended in respect of works not included in the Maintenance Service as described in Clause 1 shall be charged to the Client at the Company's rates current at the date of supply, or at the time such labour is provided, as the case may be, and payable within 30 days of date of invoice.
 - The client agrees to pay all charges promptly by the due date and in the event that these remain unpaid and that this has been brought to the Client's attention in writing:
 - interest shall be payable at the rate of 1.5% per month or part of a month from the date payment is due on the outstanding balance as at such date and
 - the Company shall be entitled to withdraw all services forthwith without prejudice to any pre-existing rights and if subsequently requested to resume servicing of the Equipment may, at its option, require the Equipment to be brought up to the state of repair and efficiency which would have pertained had the services not been withdrawn. This shall be done at the Client's expense before the Company recommences Maintenance of the Equipment in response to such a request or any subsequent request by the Client.
 - Should the Maintenance Service be allowed by the client to lapse, or should there be an interval of more than ten weeks between the installation date of the Equipment and the return of the Agreement to the Company, the Company reserves the right before accepting responsibility for Maintenance, to make an additional charge for inspecting and, if appropriate, bringing the Equipment up to the state of repair and efficiency which would have pertained had the Equipment been the subject of a Maintenance Agreement throughout its life. Furthermore, where Maintenance has been allowed to lapse, future quarterly Maintenance charges may be liable to an increase in proportion to the time during which the Maintenance scheme was not in operation.
 - At each anniversary of the Start Date the Company shall submit to the Client an Invoice showing the Maintenance Charges for the forthcoming year and, where changes have been made to the installation at the Client's premises, a revised Schedule describing additions or subtractions of Equipment to or from the installation.
 - All charges stated on the Agreement and on subsequent invoices are exclusive of Value Added Tax which shall be charged at the rate ruling at the relevant tax point.

TERMINATION OF AGREEMENT

- This Agreement will continue to operate beyond its initial term until determined by either party giving the other 3 months notice in writing to expire at the end of any chargeable Quarter.

CLIENT'S OBLIGATIONS

- The Client hereby agrees to:-
 - Carry out any minor maintenance routines or instructions as called for from time to time by the Company or set out in the Company's User Manuals or other literature supplied with the Equipment.
 - Ensure that an adequate and suitable supply of electricity is available for the correct operation of the Equipment and take any necessary precautions to ensure that this does not become affected by other equipment connected to the same supply.
 - Keep out of range of the Equipment other non-Mastiff electrical devices which might interfere with the correct operation of the Equipment. (Maintenance visits to correct malfunctions of the Equipment, caused by the emissions from such non-Mastiff devices installed by the client after the Start Date, may, at the discretion of the Company be chargeable. Furthermore, the Client may be called upon to relocate the offending non-Mastiff device(s) before correct operation of the Equipment can be ensured).
 - Promptly notify the Company of any faults or abnormal functioning of the Equipment.
 - Not add to, move or modify in any way the Equipment, or any item of it, without having obtained in writing the prior agreement of the Company.
 - Operate, use and generally treat the Equipment in a prudent and proper manner and avoid any activity which could be prejudicial to the correct functioning of the Equipment and ensure as far as possible that the Equipment is kept clean, dry and free from contaminants.
 - Permit the Company full access to the Equipment at all reasonable times to enable it to perform its main obligations under these Terms and Conditions.
 - Ensure that no persons other than the Company's authorised representatives are permitted to repair maintain or service the equipment except as provided by clause 5(a) and 5(e) of the Agreement.

REPLACEMENT PARTS

- When replacement parts are installed under clause 1(b), such parts that are removed shall become the property of the Company.
 - When chargeable replacement parts are supplied under clause 1(c) the parts that are removed may, provided a specific request is made to the Company's representative at the time, be retained by the Client. Otherwise the Company reserves the right to dispose of such material as it sees fit.

TERMINATION BY DEFAULT

- Without prejudice to any other remedy which may exist, the Agreement shall terminate if either party is in breach of any of the obligations herein, which is not remedied within 30 days after written notice thereof has been given to either by the other.

FORCE MAJEURE

- Both parties shall be exempt from liability in respect of any failure to perform their obligations under this Agreement arising from any of the following causes:-
 - Labour disputes involving complete or partial stoppage of work and restrictive practices or strikes threatened or actual, and
 - Force majeure or any other cause beyond the control of either party hereto including Governmental interference.
 - Notwithstanding the above both parties agree that any delay shall not be deemed to be an excusable delay within the provisions of clause 8 (a) unless prompt notice is given to the other party in writing.

LIABILITY

- The Company shall indemnify the Client and hold the Client harmless in respect of all claims, demands, proceedings, actions, liability, damages and reasonable costs arising from the sole negligence of the Company its servants and agents in respect of damage to any property including the equipment and personal injury (including death) to any personnel.

The Client shall promptly notify the Company of any Claim demand proceedings or action arising in connection with the Maintenance Service and/or these Terms and Conditions.

- The Company shall not be liable to the Client and the Client shall indemnify and hold the Company harmless under this Clause for any damage or injury to the extent that it is caused by or arises from the acts or omissions of the Client or of others not being the Company its servants or agents.
 - Except in respect of personal injury (including death) or damage to property sustained by a party other than the Client the liability of the Company under the above Clauses for any one act or default shall not exceed £1,000,000. In no event shall the Company be liable in any way for any indirect special or consequential damages including but not limited to lost business or lost proceeds foreseeable or not.

NOTICES

- Any notice required to be given under these Terms and Conditions shall be in writing and may be served by delivering or sending the same by first class pre-paid letter post to the address of the party upon whom it is served or in the event of a change, such new address as is notified from time to time.

GOVERNING LAW

- These Terms and Conditions and the Maintenance Service to which they refer shall be governed by and construed in accordance with English Law.