

SERVICE AGREEMENT, TERMS AND CONDITIONS

Part 1 Definitions

- a) This agreement is between Allen & Feldhaus Ltd (The Company) and the customer named overleaf (The Customer).
- b) The "System" comprises the equipment supplied and detailed in the attached specification, along with all the associated communications cabling installed by the Company.
- c) "Normal Working Hours" – 0830 to 1700 hours, Monday to Friday except for Statutory, Common Law, Public and National Holidays.

Part 2 The Customer

- a) Shall obtain and pay for all necessary consents for the installation and/or service of the System and shall give to the Company access to the Premises at all reasonable times for the purpose of doing anything which the Company is entitled to do under this Agreement. The Customer acknowledges that it may be necessary for some work to be carried out outside Normal Working Hours.
- b) Shall not permit any other person to repair or replace or in any way interfere with the System or any part of it.
- c) Shall notify the Company forthwith (confirming such notification in writing) of any defect appearing in the System and shall permit the Company to take such steps as it shall consider necessary to remedy such defect.
- d) Shall pay for all service call-outs for repair or reset of the System upon receipt of the Company's invoice, unless the call is covered by the maintenance contract.
- e) Shall pay for the cost of all work required to be carried out to the System and materials needed due to damage to the System.
- f) Shall pay the annual charges in advance upon receipt of the Company's invoice.

Part 3 The Company

STANDARD SERVICE

- a) Shall during the Agreement Period carry out routine visits during Normal Working Hours and clean and adjust the equipment in the system according to our method statement. Any other repairs or parts required will be advised to the Customer and charged for at the prevailing labour, materials and call-out rates.

COMPREHENSIVE SERVICE

- b) Shall during the Agreement Period carry out routine service visits during Normal Working Hours and any maintenance or repairs found necessary as a result of normal wear and tear will be provided by the Company without charge. Any labour or materials requested or found to be necessary as a result of customer requested modifications, misuse of the equipment, damage or Acts of God will be advised to the Customer and charged for at prevailing labour, materials and call-out rates.

CALL-OUT SERVICE

- c) Shall during the Agreement Period provide a call-out service whereby: Under the Standard Service contract the cost of materials and labour incurred for work carried out during a call-out is chargeable to the Customer and under the Comprehensive Service contract repairs due to malfunction or normal wear and tear will be provided free of charge.

Part 4 The Company's Liability

- a) The Company does not know, and shall not be deemed to know, the true value of The Customer's property or premises, and is not an insurer thereof
- b) Apart from death or personal injury, the aggregate liability of The Company and its staff for any breach of contract, breach of statutory right duty or negligence arising out of this agreement, or presence at The Customer's premises, shall be limited to ten times the annual maintenance charge or £10000 whichever is the greater, for any kind of loss or damage whatsoever. The Customer shall notify The Company of any claims within 30 days of the occurrence giving grounds for such claims
- c) Although the installation is designed to the best of The Company's Skill and knowledge to reduce the risk of loss or damage The Company does not represent or warrant that the system may not be neutralised, circumvented or otherwise rendered ineffective by The Customer, intruders or other unauthorised persons and in such event it shall not be liable for direct or indirect loss or damage suffered by The Customer, intruders or other unauthorised persons.
- d) Because of the previous paragraphs (a) to (c) (inclusive), the Customer acknowledges that he/she or it should arrange for separate insurance cover.

Part 5 General

- a) If The Customer shall commit any breach of this Agreement or if any payment shall be more than one month in arrears, The Company may forthwith by notice in writing terminate this Agreement without prejudice to its right to recover any sum due by The Customer to The Company or withhold service visits until any arrears are settled
- b) The Company may increase the annual Charge at any time after a period of one year from the installation date by giving notice in writing to The Customer stating the increase and the date on which it becomes payable. The Customer may, within 14 days after the service of any notice give three months notice in writing to The Company terminating this Agreement
- c) The System shall be guaranteed for one year from the date of completion of installation for free replacement or repair of parts, provided that no fault will be remedied which arises through negligence or wilful act of The Customer, his servants or his agents, including without prejudice to the foregoing generality damage to or loss due to attempted burglary, fire, flood, riot, civil commotion, strikes or lockouts, accidents or misuse including structural alterations, moisture, dampness, chemically composed paints or the act or neglect of any person other than an employee of The Company.
- d) The Company reserves the right to substitute equipment detailed on The Specification for any reasons providing it affords the same degree of cover and reliability as the original items specified
- e) This agreement is governed by English law and the Customer irrevocably submits to the jurisdiction of the English courts for all purposes related to this agreement

Force Majeure

Any failure by The Company to perform any of its obligations by any reason beyond the control of The Company shall be deemed not to be a breach of this agreement.