

Our ref: ME/

Date

Address

Dear

Re: - Platform Lift Installation – Lift Service Contract

With reference to the lift installed at the above. We would respectfully advise you that to ensure the validity of the warranty it is essential that a competent lift service provider maintain the equipment on a regular basis.

Invalifts Ltd can provide this service and our proposals are that the equipment be maintained under one of the following plans: -

Basic Lift Service

Visits per annum

2

Price per annum

**£ plus VAT
(Subject to annual review)**

We include in this agreement for the work to be carried out during normal working hours, for all oils, greases and minor adjustments to ensure that the equipment performs to its optimum.

(Note!!! With this agreement call-outs / parts and labour are chargeable unless covered by the warranty).

This is to be an ongoing agreement invoiced at the start of each 12 month contract period (cancellation of which is 3 months notice on either side).

Call out response for all contract types is next working day.

At the end of each visit our engineer will, on completion of his work, leave on site a copy of the Service Report Form.

If the foregoing are acceptable to you could you please sign the relevant copy of the attached agreement and return it to us, we will then implement the service plan and advise you when we anticipate the visits taking place.

Yours faithfully

Operations Administrator

BASIC LIFT SERVICE CONTRACT

Date of Commencement

Between Customer

Customer Signature

Print Name

Contact Phone Number

Date

Invalifts Signature

Date

Annual Fee £ Ex. V.A.T. (In Advance)

Lift Location As Above

Lift Number C/ **Type**

Capacity kg **Control** 240v

Number of Floors V.P.A.

Lift Use Disabled Access

Oil and Grease inc YES
Parts and labour inc NO

CONTRACT TERMS AND CONDITIONS

PERIOD

This agreement shall be in place for an initial period of 12 months and commence from the date of agreement shown on the contract. Thereafter this contract will automatically be renewed unless 3 months notice of cancellation is received prior to the renewal date. This contract may be terminated by either party by giving 3 months notice in writing at any time.

TERMS AND CONDITIONS OF AGREEMENT

The acceptance of Invalifts Ltd offer includes the acceptance of the following terms and conditions and as such is not binding on Invalifts Ltd until confirmed by Invalifts Ltd in writing. No terms or conditions stipulated by the customer are to annul or vary the following conditions except insofar as consented by Invalifts Ltd in writing.

GENERAL

FREQUENCY OF SERVICE

Invalifts Ltd shall send an engineer to carry out the Planned Maintenance service (PMS) at regular intervals as shown on the contract document, during normal working hours.

Any additional cost incurred in carrying out PMS outside Invalifts Ltd normal working hours will be charged extra to this agreement.

If Invalifts Ltd is prevented by the customer from carrying out servicing on the occasion of a regular visit any further visit necessitated thereby will be charged extra to this agreement.

ANNUAL CHARGE

Punctual payment is a condition precedent to the provision of any further service after the date(s) on which payment is due and failure by the customer to make any payment within 14 days after its due date shall entitle Invalifts Ltd to terminate this agreement. Please see section Termination on Default.

VAT

Value added tax is not in the price set out within the pricing as listed on the contract and will be chargeable at the rate prevailing at the tax point.

INTERRUPTION OF WORK

In the event of war, strikes, combinations of workmen, lockouts, fire, flood, frost, lightning or other extraneous cause or accident whether of the same class as mentioned above or not causing directly or indirectly a partial or complete stoppage of Invalifts Ltd works, the rendering of service or execution of repairs may be wholly or partially suspended by Invalifts Ltd during continuance of such partial or complete stoppage. Any interruption in the availability of the equipment service arising as a result of the need for repairs or maintenance will not be deemed to be a breach by Invalifts Ltd of the terms of this agreement.

INSURANCE

It is agreed this agreement shall not in any way be construed as a contract for insurance against accident or damage.

LIABILITY

Subject otherwise to the terms of these conditions, Invalifts Ltd shall indemnify the customer in respect of claims including all costs, charges and expenses in connection therewith arising at Common Law or under Statute for injury to persons and loss or damage to property caused by the act, neglect or default of Invalifts Ltd employees in connection with the execution of this contract provided that Invalifts Ltd liability for such claims shall not exceed £5,000,000. Invalifts Ltd shall not be liable for any other injury, loss or damage of any kind whatsoever and however caused.

Invalifts Ltd will not be liable to the customer for:

- a) Economic loss.
- b) Special indirect or consequential loss or damage.
- c) Any claim made against the customer by any other party.

Invalifts Ltd will not be liable for non-fulfilment of any obligation under this agreement if Invalifts Ltd is prevented or impeded as a consequence of any legislative or other statutory requirements.

Invalifts Ltd will not be liable for any loss or damage occasioned as a consequence of strikes, lock outs, shortages of labour or materials, fire, theft, malicious damage, Act of god, or any other cause beyond Invalifts Ltd control.

CUSTOMER OBLIGATIONS

- a) The customer will ensure that the equipment is used solely for its intended use.
- b) The customer undertakes with Invalifts Ltd to comply with the provisions of the Health and Safety at Work etc. Act 1974 and all other appropriate statutes as they relate to the performance of this contract.

TERMINATION ON DEFAULT

If Invalifts Ltd shall fail to carry out the services required under the terms of this contract the customer may (without prejudice to his ordinary rights in respect of such failures) give notice to Invalifts Ltd of his intention not to pay any subsequent charges until such services have been duly carried out and upon so doing may withhold any subsequent payment accordingly and if Invalifts Ltd shall fail to carry out such service within a reasonable period after receiving due notice the customer may (without prejudice to his ordinary rights aforesaid) forthwith summarily terminate this contract in its entirety. If any sums payable hereunder by the customer or any part thereof be unpaid 14 days after the same have become due Invalifts Ltd (without prejudice to the right to recover the same) give notice to the customer requiring the customer to pay such charge or part thereof within 7 days after receipt of such notice and if the customer shall fail to comply with such notice Invalifts Ltd may (without prejudice to its right of recovery as aforesaid and its rights of recovery to all damages arising from such breaches on the part of the customer) forthwith summarily terminate this contract in its entirety.

JURISDICTION

This agreement shall in all respects be subject to and be construed in accordance with the law of England and the parties hereto submit exclusively to the jurisdiction of the English Courts.

SPECIFIC – SERVICE PROVIDED

INVALIDIFTS LTD BASIC CONTRACT

- a) Invalifts Ltd will inspect, check, clean (excludes cleaning of the platform and structure or internal lift car, door runners and glass panels), lubricate and carry out minor adjustments to the equipment based on preventative maintenance techniques designed to prolong the life and maintain the optimum performance characteristics of the equipment installed.
- b) Provide the customer with written quotations for any further repairs identified.
- c) At the request of the customer Invalifts will undertake to carry out required repair work during normal working hours and provide an emergency call back service during or outside normal working hours which will be charged extra to this contract (Call back response next working day)

EXCLUSIONS

The following are excluded from Invalifts Ltd obligations:

- a) Any work resulting from a malfunction of the incoming power supply or mains wiring.
- b) Any work or repair caused otherwise than by fair wear and tear incurred in the course of proper use of the equipment.
- c) Any modifications to the design or additions to the equipment.
- d) Any repair to glass or other vision panels.
- e) Any repairs to paint finishes, upholstery or panel damage.
- f) Any repairs to building or structure whether or not building work was carried out by Invalifts Ltd.
- g) The cost of repairs to faults which existed before you entered into this contract.
- h) The cost of repairs relating to a problem caused by you or someone else whether accidental or not.
- i) The cost of loss or damage to your property caused by the equipment malfunctioning unless we are directly responsible for it i.e. damage caused by fluid leak etc.
- j) The cost of repairing faults or damage caused by weather conditions, subsidence, structural repairs, accident or fire.
- k) The cost of call outs if you have not acted upon our advise to have repairs carried out and the call is as a result of a recommendation by us not being acted upon.
- l) Repairs when replacement parts are no longer available in which case we will advise the customer of other options.
- m) Invalifts Ltd reserve the right to charge for any attendance initiated by notice from the customer without reasonable cause.
- n) Breakdown or irregular running resultant from misuse or vandalism.
- o) Abortive calls will be chargeable extra to this contract.

RENEWAL

This contract will automatically be renewed at the end of each 12 month period unless 3 months notice of cancellation is received prior to the renewal date in writing.