

# ASCENT LIFT SERVICES Ltd.

Installation Repair Maintenance



Unit 4 Hove  
Enterprise Centre  
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Portslade, Brighton  
BN41 1UY Tel:  
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## SERVICE CONTRACT

Unit No. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

CUSTOMER \_\_\_\_\_

DATE (Commencement of Contract) \_\_\_\_\_

SITE \_\_\_\_\_

**PERIOD** This Contract shall be in force for an initial period of \_\_\_\_\_ years and continue thereafter until terminated by either party, given three months notice, in writing.

**PAYMENT** The Contract concluded in this Agreement is:- CONTRACT \_\_\_\_\_ (Details below)  
The Customer shall pay the contractor the sum of £ \_\_\_\_\_ payable in advance. Such payments will be subject to the addition of VAT.

### FREQUENCY OF VISITS

The Contractor shall send an engineer to carry out the above-mentioned service \_\_\_\_\_ times per annum, at regular intervals during his ordinary working hours.

Any additional cost incurred in carrying out work outside the Contractor's ordinary working hours will be charged extra to the contract-

If the Contractor 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 the Contract.

Breakdowns or irregular running resultant from misuse or vandalism will be a chargeable item extra to the Contract,

### SCOPE OF CONTRACT

#### CONTRACT A

The Contractor will undertake to clean and lubricate working parts of the lift supplying the necessary lubricants and cleaning materials but excluding the renewal of the gearbox oil. A written report on the condition of the lift will be submitted where deemed necessary by the Contractor.

#### CONTRACT B

The Contractor will undertake to clean and lubricate working parts of the lift supplying the necessary lubricants and cleaning materials but excluding the renewal of the gearbox oil. The Contractor will attend to breakdowns for minor adjustments of the apparatus during normal working hours, provided that in such cases if any work requiring replacements are involved, the Contractor shall be deemed to have authority to charge the cost of such replacements to the Customer.

A written report will be submitted on the condition of the lift where deemed necessary by the Contractor.

#### CONTRACT C

The Contractor will undertake to clean and lubricate working parts of the lift supplying the necessary lubricants and cleaning materials.

The Contractor will attend to breakdowns during normal working hours and, when considered necessary, will replace or repair, free of charge to the Customer, as and when necessary to maintain the lift in safe and efficient working order, all parts of the lift including (for the avoidance of doubt but without prejudice to the generality of the foregoing) Off the shelf motor and gears in current production, suspension ropes, safety ropes, guide shoes, brake magnet coils/windings, brake linings, lift motor windings, lift wiring, travelling flexible cable, contactors, resistors, magnet, limit switches, probes, signal lamps and car door and landing door controlling and operating mechanism, valve blocks & hydraulic pumps. **Excluding** lift guides, car body, car doors, landing doors, door architraves, door hinges, door latches, door knobs and any other minor accessories not essential to the operation of the lift. VVF Drives and controller boards that need to be obtained from manufacturers which conduct restricted practice, Bulbs and Batteries (Inc UPS Units) are also excluded.

Without prejudice to the foregoing it is agreed that the Contractor shall not be required to carry out under the terms of this Contract any maintenance, repair or replacement which would amount to an improvement in performance or decorative appearance or in any way to add to or improve any part of the lift or its facilities as existing at the date hereof.

CONDITIONS See the reverse of this Agreement for the Conditions incorporated

herein. **CONTRACT C PLUS - As above, but with 24 Hour Free Cover.**

This AGREEMENT when signed or paid for by the Customer and by or on behalf of the Contractor shall constitute the Contract and all prior representation, correspondence and agreements shall be superseded.

For the Contractor \_\_\_\_\_ Date \_\_\_\_\_

For the Customer \_\_\_\_\_ Date \_\_\_\_\_

## CONDITIONS OF SALE

1. **GENERAL** - The acceptance of the Contractor's offer includes the acceptance of the following terms and conditions and such acceptance is not binding on the Contractor until confirmed by the Contractor in writing. No terms or conditions stipulated by the Customer are to annul or vary the following conditions except insofar as expressly consented to by the Contractor in writing.
2. **PRICE ADJUSTMENT** - The prices quoted in the Contractor's offer are based on costs current at the date of the Contractor's offer and shall be varied in accordance with any rise or fall of such costs during the currency of the contract; due notice of any adjustment or alteration will be provided in writing.
3. **LIABILITY** - Subject otherwise to the terms of these Conditions, the Contractor 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 of or damage to property caused by the act, neglect or default of the Contractor or the Contractor's employees in connection with the execution of the Contract provided that the Contractor's liability for such claims shall not exceed £1,000,000. The Contractor shall not be liable for any other injury, loss or damage of any kind whatsoever and however caused.
4. **INTERRUPTION OF WORK** - In the event of war, strikes, combinations of workmen, lockouts, fire, flood, frost, lightening or other extraneous cause or any accident whether of the same class as mentioned above or not causing directly or indirectly a partial or complete stoppage of the Contractor's works, the rendering of service or execution of repairs may be wholly or partially suspended by the Contractor during the continuance of such partial or complete stoppage. Any interruption in the availability of the lift service arising as a result of the need for repairs or maintenance will not be deemed to be a breach by the Contractor of the terms of this Agreement.
5. **ARBITRATION** - If at any time any question, dispute or difference whatsoever small shall arise between the Contractor and the Customer upon, in relation to, or in connection with the Contract or the rights and obligations of the parties or as to any claim of damages by the one party against the other arising therefrom either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall thereupon be referred for decision under the Arbitration Act, 1894, or any statutory modification or extension thereof to the decision of a person to be mutually appointed as Arbitrator or failing such mutual appointment to the decision of some person nominated as Arbitrator by the President for the time being of the Institute of Electrical Engineers and the awards, interim or final, of any such person so appointed or nominated shall be final and binding upon the parties.
6. **INSURANCE** - It is agreed this Contract shall not in any way be construed as a contract for insurance against accident or damage caused by vandalism, water damage or external power issues.
7. **TERMINATION ON DEFAULT** - If the Contractor shall fail to carry out the services required under the terms of this Contract to be carried out the Customer may (without prejudice to his ordinary rights in respect of such failure) give notice to the Contractor 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 the Contractor shall fail to carry out such services within a reasonable period after receiving due notice the Customer may (without prejudice to his ordinary rights as aforesaid) forthwith summarily terminate this Agreement in its entirety.  
If any sums payable hereunder by the Customer or any part thereof shall be unpaid 30 days after the same shall have become due the Contractor may (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 the Customer shall fail to comply with such notice the Contractor may (without prejudice to its right of recovery as aforesaid and its right of recovery to all damages arising from such breach on the part of the Customer) forthwith summarily charge 3% interest per (up to) 30 days unless prior agreement in writing. Interest will be taken from invoice date.
8. **ASSIGNMENT** - The Contractor shall not assign the benefit or burden of this Agreement to any person, firm or company save to an assignee of the whole of the lift maintenance business of the Contractor and shall not without the consent of the Customer (not to be unreasonably withheld in the case of a well-established and experienced sub-contractor) sub-contract any of the Contractor duties hereunder.
9. **TERMINATION OF MULTIPLE YEAR CONTRACT** - The contract will run for an initial period of 5 years and continue thereafter until terminated by either party, giving three months before the end of the five year period, in writing. If contract is terminated before the end of the five years by the Customer the Customer will be liable to pay the remaining years in one payment.
10. **FAULT RECTIFICATION** - When a fault is reported and a written quotation is given, the fault is to be rectified within five days. If the works to rectify the fault are not carried out within five days Ascent Lift Services will charge for further calls to that fault.
11. **RESTRICTIVE PRACTICES** - Where a manufacturer charges excessively for parts ie 50% more than an equivalent part from another manufacturer. Where a part's pricing exceeds 3 working days and the delivery exceeds 5 working days. Where the fitting of the part requires special software and test tools that are not available to us at a reasonable price ie not exceeding 50% more than an equivalent tool/software.