

## ECO-LIFE MAINTENANCE AGREEMENT TERMS OF CONTRACT

### Type - Bronze

1. **LUBRICANT AND ADJUSTMENT** We would carry out all necessary lubricating, cleaning and adjustment of the scheduled plant other than the cleaning of the shaft enclosure. Maintenance of the equipment will be scheduled to the individual requirement of each installation.
  - a. Adjustments will be carried out on service visits only provided such adjustments are due to normal use and which can be carried out on site without the supply of new parts or use of special plant or tackle. Landing doors or gates not provided by the Lift Contractor are excluded from this Clause.
  - b. We would provide all lubricant and cleaning materials other than that required for the complete replenishment of gear boxes, or hydraulic pump units. Where we have reported excessive leaks from the plant and remedial action is not authorised by the Client then we reserve the right to make additional charges for the supply of excessive amounts of lubricant or hydraulic fluid.
2. **REPORTS** Reports will be issued online via our GEMS online web portal except where special reports are required in the interest of safety.
3. **TERMS OF PAYMENT** The Contract will take effect from the date entered on the Terms of Service (Item 2) overleaf. Invoice premiums are payable in accordance with the Terms of Service (Item 4) overleaf and will be due for payment within 30 days from date of invoice. Guideline reserves the right to cancel this contract in accordance with the Cancellation Clause 4 if payment is not received within this period.
  - a. Revision of premium will be at our discretion and in accordance with prevailing Government legislation.
4. **CANCELLATION** This contract shall commence on the date shown on the agreement and shall continue for a period of one year from the date or longer as stated on the Schedule (the "contract period") and shall subsequently continue from contract period to contract period. Should the Client wish to terminate the contract, at least three months written notice must be given prior to the end of the prevailing contract period.
5. **GENERAL** It is understood that facilities will be provided for our Engineers to inspect and maintain the plant during normal working hours.
  - a. Our obligations under this Agreement shall not be deemed to include overtime working.
  - b. It is understood that we shall not be liable under any circumstances whatsoever for any loss, damage or injury which may be sustained either to persons or property or goods owing to any accident or failure in the working of the machinery or plant, nor shall we be liable for any indirect or consequential loss or damage or injury except in the case of any accident arising from our own negligent act or that of our Subcontractor.
  - c. It is further understood and agreed that no claim shall attach to this contract in respect of damage or loss occasioned by or happening through war, invasion foreign enemy, riot, civil commotion, military or usurped power strike, lock out, fire accident or any cause beyond our reasonable control.
  - d. Any dispute which cannot be resolved shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement some person appointed by the President for the time being of the Institute of Electrical Engineers. The submission should be deemed to be a submission of arbitration within the meaning of THE ARBITRATION ACT 1950 or any statutory modification thereof.
  - e. Special provision of Certificates under Factories Act or Shops, Office and Railway Premises Act or a subsequent statutory modification thereof are not included in this Agreement unless by special arrangement.
  - f. It is agreed that this Contract shall take effect in accordance with the Laws of England and shall not exclude either party from rights entitled by statute of Common Law.

### Type- Silver

6. **The terms and contract type 'Silver' shall be as described for type 'Bronze; but with the following additional facilities.**
  - a. Within the premium price we shall attend to callouts requested through our Helpdesk during normal working hours, free of labour charge provided that adjustments only are required.
  - b. A charge would be made for the supply and fitting of spare parts required to remedy the fault and also where the callout proves to be abortive or due to misuse or vandalism, and for calls requested outside normal working hours.

### Type - Gold

7. **The terms of Type 'Gold' shall be as described for type 'Bronze' and 'Silver' but with the following additional features.**
  - a. We would supply and fit free of charge during normal working hours only all components that are required due to fair wear and tear such parts to be installed as and when required at the Company's discretion only.
  - b. The cost of both labour and materials involved in replacing the following items is excluded from the Terms of this Contract.

- i. The control panels as a complete unit, and replacement/repair of electronic circuit boards, drives and processors.
  - ii. Gear units (Traction Lifts), ram and cylinder units (Hydraulic Lifts) as a complete unit.
  - iii. Motors and generators (Traction Lifts) valve blocks, motor/pumping (Hydraulic Lifts) except where normally recognised repairs can be carried out at our specialist workshops.
  - iv. Structures and enclosures including sheet steel entrance fronts
  - v. Car enclosures, hung ceilings and all cosmetic decorative or aesthetic works including damage to door panels or gates and repairs or renewals of the lift car, motor room and shaft lighting.
  - vi. The power supply up to and including the mains isolator in the machine room.
  - vii. We shall not be required to carry out any work nor to make other shaft tests nor to install new attachments to the lifts whether or not recommended or directed by Insurance Companies or by Government or other authorities, nor to make any replacements with parts of different design.
  - viii. The replacement/repair of any equipment deemed to be obsolete will be excluded from the Terms and Conditions of this Contract.
- c. It is agreed that we shall not be required under the Terms of this Agreement to make renewals or repairs necessitated by reason or negligent or misuse of the equipment or by reason or any other cause beyond our reasonable control except ordinary wear and tear.
  - d. Items listed on the attached separate schedule are either excluded from the contract or detailed on the schedule, due to age or condition or alternatively show signs of wear as detailed in the attached schedule. To provide you with the maximum service from these items that are accepted in their present condition or on the understanding that you will pay at the time of replacement, a charge in addition to the contract price, determined by pre-rating the total cost of replacing the individual items. You will pay for the portion of the life of the items used prior to date of this Contract and we will accept that portion used since that date.
  - e. Reports on the condition of the equipment will be used in respect of any special circumstances determined by the Company.
  - f. Any parts/components deemed to be obsolete will not be replaced or manufactured but up-graded and appropriate charges will be incurred.
  - g. Any work required by reason of the Plant not being in a good and safe condition prior to the first visit.
  - h. The reprogramming of emergency telephones and/or autodial equipment is excluded from this Agreement. Calls deemed to be due to external telecom faults will also be excluded.

## Type - Platinum

**8. The terms of the Type 'Platinum' shall be as described for 'Bronze', 'Silver' and 'Gold' with the following additional features.**

- a. Callouts during normal working hours and callouts which are deemed to be an emergency out of normal working hours including evenings, weekends and bank holidays included.

## All Contracts

- a. It is agreed that when a separate schedule with reference noted on the front page of this Agreement is provided, it shall form part of this Agreement.
- b. Normal working hours shall refer to the Agreement currently in force between GUIDELINE LIFT SERVICES LTD and their employees.
- c. Where the replacement of bulbs are specifically written into the contract, the bulbs will only be replaced during routine service visits. Any special visits by respect to replace bulbs will be subject to an extra charge.
- d. Abortive visits including 'Working on Arrival' will be charged at the relevant rate.
- e. Where the callout proves to be due to misuse or vandalism will be charged.

## 24 Hour Call-Out Service

- a. We provide a 24 hour 365 day per year callout service operated through our Mobile Controller during normal working hours. Emergency only callouts will attended to outside normal working hours
- b. Receipt of telephone instructions shall be deemed as an official order to proceed with remedial works provided that the fitting of spare parts is restricted to normal service spares, which will be provided at our discretion.
- c. Works requiring the fitting of major components will require a special instruction and a quotation will be provided for this work.