



SERVICE & MAINTENANCE AGREEMENT

This Agreement is made the _____ 2019 between us, Saints Electrical & Security Ltd (“the Service Provider”) and you, _____ (“the Client”)

Client details:

Site details:

Term of contract:

Monitoring

Including annual service visit during normal working hours £_____ per month

This includes for the maintenance of the signalling equipment only. All call outs and parts required are chargeable as extra

Alarm Maintenance Package

Option 1

Including labour only – any parts needed will be chargeable £_____ per month

Option 2

Including parts and labour

Notes:

Inclusions/Exclusions

We undertake to service the equipment as specified in this Service and Maintenance Agreement, as specified out below.

Inclusions:

- No labour charge under our alarm maintenance packages – you will be charged for parts only, unless otherwise stated above
- We aim to respond to call outs during normal working hours (Monday to Friday 9am – 5pm) within 24 hours of receiving the call, wherever possible
- Provision of annual engineer’s report with details about the system
- 1 year warranty on all parts replaced by us

Exclusions:

- Any call outs required outside of working hours will be charged at our current standard call out charge
- Repairs to any equipment not listed above, or any part that is ancillary to the equipment
- Repairs to any part of the equipment or to its infrastructure damaged deliberately or due to Vandalism or Misuse by the Client or any third party
- Repairs to any part of the equipment or to its infrastructure damaged, modified, moved, reinstalled or repaired by the Client or any third party not authorised by us
- Repairs to any part of the equipment or to its infrastructure damaged as a result of adverse weather conditions or any other causes beyond our control such as excessive voltage, mechanical shock or water damage

If you are a consumer, you have a statutory right to a 14 day cooling off period. By signing this agreement, you understand and accept that if you require works to be carried out during this initial 14 day period, you will lose your right to the cooling off period and therefore you will be charged for parts ordered and work done during this time.

Signed:

Signed:

For and on behalf of the Service Provider

For and on behalf of the Client

Date:

Date:

Print name:

Print name:

- The Client wishes to procure the Services from us and we agree to provide the Services under the terms and conditions set out in this Agreement. The acceptance of this Service and Maintenance Agreement includes the acceptance of these terms and conditions which shall apply between the Parties hereto. These terms and conditions shall apply as the binding and entire contract between the Parties hereto and any terms and conditions of the Client, unless agreed to by us in writing, are excluded from this Agreement.
1. **Definitions and Interpretation:** In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:
 - “**Site(s)**” means the location or locations at which we shall provide the Services as set out in the attached Service and Maintenance Agreement;
 - “**Equipment**” is as detailed in the attached Service and Maintenance Agreement;
 - “**Services**” means the maintenance and servicing of the equipment to be provided to the Client by us as defined in the attached Service and Maintenance Agreement;
 - “**Commencement date**” and “**Term**” means the commencement date and term as defined in the attached Service and Maintenance Agreement;
 - “**Service Fee**” means a fixed sum to be paid to us by the Client as defined in the attached Service and Maintenance Agreement;
 - “**Engineer**” means a technical, trained and competent service or breakdown engineer provided by us;
 - “**Materials**” means any component, part and ancillary equipment which may form part of the overall equipment;
 - “**Consumables**” means batteries and cleaning agents;
 - “**Ancillary equipment**” means pipe work, cabling and mains electrical wiring;
 - 1.1 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.1.1 “we”, “us” and “our” means the Service Provider;
 - 1.1.2 “writing” and “written” includes emails and transmissions by similar means;
 - 1.1.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.1.4 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time; and a schedule, Clause or Paragraph is a schedule, Clause or paragraph to this Agreement.
 - 1.2 The headings used in this Agreement are for convenience only and shall have no effect upon its interpretation. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.
 2. **Term:** The Services will be provided by us during the Term of this Agreement, which shall commence and will continue for a period as defined in the attached Service and Maintenance Agreement.
 - 2.1 The contract will be automatically renewed, with the exception of the price, on the same terms and conditions as set out in this Agreement on a rolling basis for a minimum period of the original Term unless a 3 month written notice to terminate (pursuant to clause 12 of this Agreement) is given by either party within 3 months prior to the expiry of the original Term or as otherwise terminated in accordance with Clause 9 of this Agreement. We will notify the Client of any such price increase in accordance with these terms and conditions.
 - 2.2 Should any site or equipment change during the Term, or any renewed Term, the required changes will be added to the agreement and we will issue this to the Client with notification of any revised contract price and payment terms.
 3. **Fees and Payment:** The Client shall pay a Service Fee to us as detailed in the attached Service and Maintenance Agreement throughout the original Term or any subsequent rolling Term, in consideration of the Services.
 - 3.1 The Client shall be invoiced separately for any new materials, parts or equipment that are supplied by us at the request of the Client.
 - 3.2 All invoices shall be payable within 14 days from the date of invoice or on completion of the works, as agreed.
 - 3.3 Chargeable repairs and any exclusions that fall outside the scope of this contract are payable on completion unless otherwise agreed us.
 - 3.4 All sums are exclusive of VAT unless expressly stated otherwise.
 - 3.5 Interest shall be paid on all overdue accounts from the date payment was due (as set out above) until actually made at eight percent above the Bank of England Base Rate from time to time during the period in which interest is payable under the Late Payment of Commercial Debts (Interest) Act 1998.
 4. **Types of Work & Cause Definitions**
 - 4.1 “Planned Maintenance” means a pre-planned visit by us to carry out servicing and adjustment of the equipment possibly including the use of consumables and materials, where within the included works.
 - 4.2 “Investigative maintenance” means a maintenance task that, unless otherwise agreed, falls outside the scope of this Agreement, performed to identify, isolate, and rectify a fault so that the failed equipment can be restored to an operational condition.
 - 4.3 “Aborted visit” means a prearranged and confirmed visit where the engineer is unable to gain access to the site for whatever reason and will be chargeable at our discretion.
 - 4.4 “Misuse” means an act of ill-treatment, either deliberate or accidental, which is proven by us and to be disproved by the Client beyond reasonable doubt.
 - 4.5 “Vandalism” means an act of wanton destruction which is proven by us and to be disproved by the Client beyond reasonable doubt.
 5. **Client’s Obligations:** The Client shall:
 - 5.1 enable us to access the Sites at all times as we may reasonably require in order to provide the Services. Access shall include the safe use of and access to lighting, access equipment, electrical infrastructure and outlets and any other facilities we may reasonably require;
 - 5.2 ensure the Equipment is accessible and capable of being opened, i.e. doors are not locked;
 - 5.3 ensure that all sites are safe, well maintained and free from unnecessary risk or hazard;
 - 5.4 maintain adequate lighting in all relevant accessible areas;
 - 5.5 keep all accessible parts of the equipment as clean as practical;
 - 5.6 ensure that they acquaint us with the Health and Safety procedures for the Site including sight of the Asbestos register;
 - 5.7 provide us with detailed reports of any and all previous problems that may require remedy within the Services, including any details specifically requested by us;
 - 5.8 ensure that any materials or equipment are stored and used in an appropriate manner and, where relevant, in accordance with any and all guidelines and instructions issued by the manufacturer; and
 - 5.9 ensure that the Engineer’s service sheets and log book are kept on site and are accessible at each visit. If a replacement is provided by us, it will be subject to a discretionary charge.
 - 5.10 Should the Client fail to carry out any of the above obligations, any delays or Aborted visits will be chargeable at our discretion.
 6. **Service Provider’s Obligations:** The Included and Excluded Services under this Agreement are as detailed in the attached Service and Maintenance Agreement.
 - 6.1 We shall use our best and reasonable endeavours to ensure that we do not:
 - 6.1.1 Enter any area that significantly increases risk of damage or injury;
 - 6.1.2 Create any unsafe or hazardous conditions at the Sites;
 - 6.1.3 Without the Client’s consent, which cannot be unreasonably withheld, interfere with or impair the operation of, lighting, access equipment, electrical infrastructure, plumbing, fire protection or safety systems at the Site; or
 - 6.1.4 Impose any expense upon the Client without the Client’s consent.
 - 6.2 We warrant to the Client that the Services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks they carry out.
 - 6.3 We do not warrant that all problems can and will be corrected. We will use our best and reasonable endeavours to correct problems however if this is not possible, we can terminate this Agreement by the giving of written notice pursuant to clause 12 below.
 7. **Guarantee:** We offer a 1 year parts only guarantee on any replaced equipment or parts from the date of replacement. This is limited to the extent of any guarantee provided to us by the manufacturer’s guarantee or warranty.
 8. **Liability:** We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of this Agreement or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Agreement is created. We will not be responsible for any loss or damage that is not foreseeable.
 - 8.1 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
 - 8.2 Nothing in this Agreement seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.
 - 8.3 Nothing in this Agreement seeks to exclude or limit any of your rights as a consumer, where applicable. More information can be obtained from your local Citizens’ Advice Bureau or Trading Standards Office.
 - 8.4 For business Clients, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total price paid under the Agreement in the preceding 12 month period. All warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law.
 9. **Termination**
 - 9.1 We shall be entitled to terminate this Agreement forthwith in the event that:
 - 9.1.1 We give the Client 30 days’ written notice whereby there will be no continuing liability by either Party;
 - 9.1.2 The Client has failed to pay any Fee to us for a period exceeding 30 days and fails or refuses to do so following the expiry of a written notice from us requesting such payment within 14 days; or
 - 9.1.3 The Client is abusive towards us or anyone providing the Services on our behalf.
 - 9.2 The Client shall be entitled to terminate this Agreement within 3 months prior to the expiry of the Term by giving 3 months’ written notice of termination to us. In the event that this notice is given by the Client, any sums payable for the remainder of the Term of this Agreement must be paid to us at the same time as notice to terminate is given.
 - 9.3 Either Party has the right to terminate the Agreement immediately if the other:
 - 9.3.1 has committed a material breach of this Agreement, unless such breach is capable of remedy, in which case this right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
 - 9.3.2 if the other goes into bankruptcy or liquidation either voluntary or compulsorily (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
 - 9.4 In the event of termination, all payments required under this Agreement shall become due and immediately payable.
 - 9.5 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Agreement shall survive termination under this Clause 9 on a pro-rata basis.
 10. **Cancellation:** Where the Client is a consumer, the Client is entitled to a 14 day cooling off period from the date of signing this Agreement. During this cooling off period, if the order is cancelled, any payments made shall be refunded. If the Services need to be carried out during this 14 day period, we will require your express written consent as detailed in the Service and Maintenance Agreement and the Client will be notified that they are foregoing their right to the cooling off period if they agree to go ahead.
 - 10.1 Where the Client is company, or should any Client cancel an order with us after the expiry of the cooling off period above, we reserve the right to levy reasonable cancellation charges, including but not limited to, any administration costs, procurement costs and loss of profit, against the Client and these shall fall due for payment immediately. Any deposits or other monies already paid to us shall be non-refundable. Should cancellation take place after the purchasing of any products, payment for such products and any expenses incurred will be required to be paid to us by the Client.
 11. **Confidentiality:** “Confidential Information” means all business, technical, financial or other information created or exchanged between the Parties throughout the Term of this Agreement. Each Party undertakes that during the Agreement, the Parties may disclose certain Confidential Information to each other. Both parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this Agreement. Each Party will maintain the Confidential Information’s confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.
 12. **Notices:** All notices under this Agreement shall be in writing, addressed to the most recent address or e-mail address notified to the other Party. Notices shall be deemed to have been duly given when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by e-mail, generating a successful return receipt; or on the fifth business day following mailing, if sent by national ordinary mail, postage prepaid.
 13. **How We Use Your Personal Information (Data Protection):** All personal information that we may collect will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016. For further information, please refer to our privacy policy, available on request.
 14. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism or war, governmental action or any other event beyond the control of the Party in question.
 15. **Entire Agreement:** This Agreement embodies and sets out the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement. Unless otherwise expressly provided in this Agreement, this Agreement may be varied only by a document signed by both Parties.
 16. **Other Important Terms**
 - 16.1 We may transfer (assign) our obligations and rights under this Agreement to a third party (if, for example, we sell our business). If this occurs you will be informed by us in writing. Your rights under this Agreement will not be affected and our obligations under this Agreement will be transferred to the third party who will remain bound by them.
 - 16.2 We can, without the consent of the Client, subcontract the services to be performed pursuant to this Agreement, provided such subcontractor is suitably qualified, trained and competent to carry out the works.
 - 16.3 You may not transfer (assign) your obligations and rights under this Agreement without our express written permission.
 - 16.4 The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this Agreement.
 - 16.5 If any of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of this Agreement and the remainder will be valid and enforceable.
 - 16.6 No failure or delay by us in exercising any of our rights under this Agreement means that we have waived that right, and no waiver by us of a breach of any provision of this Agreement means that we will waive any subsequent breach of the same or any other provision.
 17. **Governing Law and Jurisdiction**
 - 17.1 This Agreement, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.
 - 17.2 Any disputes concerning this Agreement, the relationship between you and us, or any matters arising from it or associated with it (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.