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**LIFTS • ESCALATORS • CRADLES**

3/19, Ropery Business Park,  
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**Web** [www.jacksonlifts.com](http://www.jacksonlifts.com)

**Telephone** 020 8293 4176

## Lift Maintenance Agreement Platinum Plus

Reference number QM32094 dated 30 May 2015

This agreement between

Hunters Fm Ltd  
Daceys Barns  
Littleton Lane  
Guildford  
GU3 1HW

(Hereinafter referred to as the 'Customer') and Jackson Lift Services Limited is made for the purpose of undertaking the service connected with plant as described herein. Plant definition shall mean any installation or equipment which is the subject of this contract. The contract shall in all respects be governed by the conditions of contract.

### The location of the plant

Birtley House  
Bramley  
Guildford  
Surrey  
GU3 0LB

### Schedule of equipment

3 Passenger      12 visits

Annual contract value	£3,132.00	24/7 Emergency Service	Included
Invoice Period	Monthly	Callouts during normal hours	Included
Invoice Terms	Advance	Callouts outside normal hours	Included
Initial term of contract	1 year(s)	Maintenance during normal hours	Included
Commencement date	01 January 2018	Maintenance outside normal hours	Chargeable
		Regular condition reports	Included
		Consumable items and adjustments	Included
		Parts & labour for repairs	Included
		Comprehensive repair limit	

Normal working hours are 0800 to 1700 Monday to Friday (excluding Bank Holidays)

All prices exclude VAT

This agreement when signed by the customer and by Jackson Lift Services Limited shall constitute the contract and all prior representations, correspondence and agreements shall thereby be superseded.

For Jackson Lift Services Limited

For the customer as authorised signatory

George Jackson  
30 May 2015

Print name  
Date

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### Scope of contract

The provision of certificates prescribed under the Factories Act 1961, Section 22, the Offices, Shops and Railways Premises Act 1963 and the Lifting Operations and Lifting Equipment Regulations 1998 are not included within this contract except by special written agreement.

Jackson Lift Services Limited will

- A Undertake the complete maintenance of the plant including visual inspection, adjustments, repairs and if in their opinion, replacement of parts to keep the plant in satisfactory working order during their normal working hours.
- B Send an engineer at such times during our normal working hours as are necessary for maintaining the plant in good running order in accordance with the number of visits detailed in the Schedule of Plant. Any maintenance visits required outside our normal working hours will be chargeable extra to the contract.
- C On notice from the customer, attend as quickly as reasonably possible, to restore the plant to a satisfactory condition, 24 hours a day 7 days a week.
- D The contractor will report in writing to the customer on a regular basis.

The customer will

- A Report details of any unsatisfactory or irregular performance of the plant and undertakes to keep clean all accessible moving parts so that they move freely.
- B Ensure access, egress and working conditions must be capable of satisfying the requirements of the Health & Safety at Work Act, etc.

Exclusions (unless specifically stated in the contract addendums)

Repair, renewal, replacement or redecoration of lift cars: shaft enclosures, gates, door panels, door frames, decorative works and customer's communication equipment including relayed music, LCD Screens, lift car lights, testing and/or replacement of coated steel belts, hoisting and safety ropes, scaffolding, PCB's, main drives, exterior glass, total replacement of cylinder and piston on hydraulic lifts, replacement of main machine or control panel for any reason, all obsolete parts, cleaning of car interiors, lift cars, doors, bottom tracks, shaft enclosures and glazed shafts, items by reason of the plant not being in good and safe condition at the commencement of this contract or prior to the first maintenance visit, changes in legislation, misuse of the equipment, negligence, theft, accident, vandalism or tampering, or due to repairs alterations, or adjustment to the Equipment by anyone other than our employees and failure or fluctuation of incoming power supply. Any work or replacement whatsoever caused other than by ordinary and reasonable use of the plant or any changes in the working conditions of the plant, including modifications of technical features to comply with new statutory regulations.

If Jackson Lift Services Limited are prevented by the customer from inspecting the plant on the occasion of a visit, any further visit necessitated thereby will be charged extra to the contract.

Addendums to the standard terms and conditions  
The following addendums to the contract are agreed

None

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### Standard Terms & Conditions

#### 1. Charges

The customer agrees to pay the price shown on page one of the contract. The annual price for the first year of the contract is fixed as shown on page one. On the annual anniversary of subsequent years of the contract, increases will be applied in accordance with the Lift & Escalator Industry Association (LEIA) as a percentage of the annual price. The price may also be subject to further variation in respect of additional costs, taxes or other expenditure arising from any statute, regulations or orders issued by any Government departments or other constituted authority. Invoices are strictly 30 days payment from date of invoice.

#### 2. General Liability

No liability will exist on either party when a delay in performing its obligations under the contract is caused by circumstances beyond the reasonable control of the party and that reasonable time extension to allow for the performance of the obligations so affected.

- a) Jackson Lift Services Limited will be liable to the customer in respect of any liability arising from its fraud and to the extent caused by the negligence caused by Jackson Lift Services Limited, its sub-contractors, servants or agents for direct damage caused to the customers property and for any death or personal injury. Jackson Lift Services Limited, its sub-contractors, servants or agents shall be liable to the customer in any way for breach of contract, statutory duty or in tort (including negligence) in respect of defects or failure to provide the services.
- a) Jackson Lift Services Limited liability to the customer shall not exceed an aggregate amount of £1,000,000 (One Million GBP) and Jackson Lift Services Limited shall have no liability to the customer in respect of loss of profit, contracts, indirect or consequential loss however arising. Nothing within this clause shall be construed as limiting Jackson Lift Services Limited liability arising from death or personal injury arising from its negligence.
- b) Jackson Lift Services Limited will not be liable for non fulfilment of any obligation that this is prevented, frustrated or impeded as a consequence of statute, regulations or orders issued by any Government departments or other constituted authority or as a consequence of strikes, lock outs, fire, explosion, theft, floods, riots, civil commotion, war, malicious damage or act of God or for any reason beyond our control.

#### 3. Visits

Intermediate callout visits, whether included within the contract or not, will be performed as expeditiously as possible, but no liability will be accepted for consequences of delay beyond the contractors control, nor shall it invalidate the contract.

#### 4. Suspension

Jackson Lift Services Limited shall have the right, on giving the customer notice in writing, to suspend service visits, repairs, renewals and callouts if in the opinion of Jackson Lift Services Limited, operation of the customers equipment could pose the risk of personal injury or damage to property or non payment of invoices. Jackson Lift Services Limited shall be relieved of all liability under the contract during suspension.

#### 5. Cancellation or Termination

This contract will continue for the minimum period states in the agreement and thereafter can be determined by three (3) months written notice by either party, terminating at the annual contract anniversary current at the time of termination. Early termination of the contract, other than breach, will require an early termination fee equal to the remaining period of the contract. In addition to the circumstances mentioned in condition 2 (General Liability), Jackson Lift Services Limited shall be relieved of all liability under this contract in any of the following circumstances.

- a) If the customer fails to pay Jackson Lift Services Limited any monies by the due date
- a) Where Jackson Lift Services Limited is prevented from performing any obligation by any cause beyond our control
- b) Where, without Jackson Lift Services Limited prior written consent, any work upon the plant within the scope of this contract is carried out by anyone other than Jackson Lift Services Limited.
- c) Where, after written notice from Jackson Lift Services Limited, the need for work or replacements to be carried out which are not included in this contract, the customer refuses or fails to carry out the work and/or make the said replacement.
- d) Where in the opinion of Jackson Lift Services Limited, the plant is being unreasonably used by the customer.

In any of the above circumstances, the contractor may by notice in writing forthwith terminate this contract and thereupon shall cease to have any further liability whatsoever for any further work. Where either party is in breach of any term of this contract, the party not in breach may give notice in writing to terminate the contract forthwith.

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Following the UK's exit from the European Union on 29 March 2019 and in the event that there is or is likely to be an adverse impact upon the costs involved in discharging our obligations under this Agreement and/or upon the timeous discharge of our obligations, we reserve the right to terminate this Agreement on the expiry of 7 calendar days following the issue of a notice of termination unless, in the meantime, both parties have, following a re-negotiation of the relevant terms, agreed to a revision of those terms.

### 6. Immobilisation

If in the opinion of Jackson Lift Services Limited the plant is, or is likely shortly to be, in a dangerous condition, Jackson Lift Services Limited shall be at liberty to immobilise the plant temporarily and/or take such temporary measures as are in the circumstances necessary and reasonable providing that at the time or as soon thereafter as is practicable, Jackson Lift Services Limited shall notify the customer that the plant is or is likely to be in such a condition and shall inform the customer of the respects in which the plant is or may be dangerous.

### 7. Operation

The customer shall permit Jackson Lift Services Limited, its servant or agents, to enter upon the premises aforesaid and shall make the said plant available at such time and for such periods as may be necessary for the performance of this contract. Access, egress and working conditions shall satisfy the requirements of the Health & Safety at Work etc. act.

### 8. Insurance

This contract shall not in any way be construed as a contract for insurance. Jackson Lift Services Limited shall ensure and keep insured our employees against all claims for which Jackson Lift Services Limited may be responsible at common law.

### 9. Customer Obligations

If the Customer becomes aware of any defect in or damage to the Equipment, this must be reported to Jackson Lift Services Limited without delay.

9.1 The Customer is required to make every reasonable effort to ensure that, and the Services will exclude any work caused by the Customer's failure to ensure that:

- (a) An electricity supply meeting all applicable codes and not containing levels of interference or harmonic distortion or voltage or frequency variation that would cause damage to the Equipment or its malfunction.
- (a) Environmental conditions, which allow the proper operation of the Equipment and provide an acceptable working environment for Jackson Lift Services Limited employees
- (b) The Equipment is used in accordance with its original specification and that no material change is made in the use or usage including the use of the equipment for the movement of loads beyond those for which it is certified.
- (c) The Equipment does not incur accidental damage nor is it misused, abused or vandalised.
- (d) The Equipment is not exposed to water or other potentially damaging material, it is kept clean and that no act or omission by the customer causes either the cost of or the ability to provide the Services to be adversely affected.

9.2 The Customer will make available to Jackson Lift Services Limited, free of charge, any and all facilities and services including tested and certified scaffolding and lifting points which Jackson Lift Services Limited reasonably requires in the performance of the Services.

9.3 Services do not include any work required because of

- (a) Any failure by the Customer to comply with the conditions above
- (a) Failure to make repairs to, or replacement of, consumable items such as light bulbs;
- (b) The Equipment not being in a satisfactory condition or being deemed to be unsafe at the Commencement Date; or
- (c) Modifications to the Equipment not undertaken by Jackson Lift Services Limited.

9.4 Jackson Lift Services Limited will charge and the Customer agrees to pay Jackson Lift Services Limited for any call out where the result is that

- (a) No fault is found to exist on the Equipment
- (a) The cause of the fault identified is not within the scope of fair wear and tear outlined above
- (b) The Service is outside of the terms of this Contract as detailed in the main body of the Maintenance Agreement. Charges for the call out shall be calculated using Jackson Lift Services Limited's prevailing rates on the date that the call was undertaken.

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### 10. Legal Construction

The contract is governed by and shall be construed in accordance with the Laws in England and the parties submit to the exclusive jurisdiction of the English Courts.