

# Maintenance Agreement Relating to Roller Shutter Doors

Agreement No: \_\_\_\_\_ Date:     /     /

THIS AGREEMENT is made the ..... Day of .....

BETWEEN.....(hereinafter called "the customer") of the other part.

WHEREBY IT IS AGREED as follows:

1. In consideration of the sum of .....+ VAT now paid by the customer the company the company hereby agrees to maintain the equipment details in the attached schedule (hereinafter called "the equipment") for a period of 12 months from the date of this agreement, but on the terms and conditions appearing:-
2. The Company agrees:
  - a. To inspect the equipment without charge during the said 12 months at approximately ..... Monthly intervals, to clean, oil, check electrical connections and examine the general performance of the equipment.
  - b. That emergency visits are not chargeable during the term of the agreement providing that they are subject to condition 4(b) hereof.
  - c. If it is found necessary to replace any parts that are outside manufacturers warranty, this would be the subject of an additional charge to be paid for or authorised by the customer at the company's list prices current at the time of fitting.
3. The customer agrees:
  - a. To report immediately to the company any unsatisfactory operation or breakdown of the equipment. Failure to do so could incur additional expense.
  - b. To accept the decision of the company as final as to the means and methods to be employed for any corrective work under consideration.
  - c. That service to the equipment by anyone other than the company's authorised representative shall render this agreement void at the sole written option of the company.
4. It is further agreed that:
  - a. This agreement covers only such work as can or may conveniently be carried on the site upon which the equipment is installed and for the purpose of maintaining it in running operative condition.
  - b. In the event of it being necessary to remove the equipment or any part thereof for repair or overhaul or re-sitting of the installation, the cost of such removal and or reinstallation together with the cost of labour and necessary materials shall be charged to the customer additional to the fee set out herein.
  - c. The company shall not be responsible for the failure - as a result of any matter beyond their control to render any service or supply any materials provided under the terms and conditions of this agreement. Nor shall they be responsible under any circumstances for any consequential loss or inconvenience arising from the failure of this equipment.
  - d. This agreement is not transferable.
5. The company shall, at any time, by giving ten days notice in writing to the customer by registered post, to the company, be at liberty to cancel the agreement as from the date of expiration of such notice, provided that the company shall in that event return to the customer proportionate part of the fee corresponding to any unexpired term of the agreement.

Signed on behalf of M G Access Limited.

Signed by the customer