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Service and Maintenance

*#S04*

**Using this document**

The highlighted areas indicate where you need to add your company details and then simply insert your logo in place of the ceda logo.

Planned preventative
maintenance contract



**Planned Maintenance Agreement**

Between

**Customer**

Name

Address 1

Address 2

Address 3

Address 4

Post Code

Telephone number

**ceda Member company**

Name

Address 1

Address 2

Address 3

Address 4

Post Code

Telephone number

THE WORK CARRIED OUR UNDER THIS CONTRACT WILL COMPLY WITH

REGULATIONS AND LEGISLATION AS FOLLOWS:

Electrical:

 Electricity at Work Act 1989

BS7671:2018+A2:2022 Requirements for electrical Installations – The IRT Wiring Regulations 18th Edition

Gas:

 Gas Safety (installation & Use) Regulations 1998

BS6173:2020 and IGEM UP/19 Edition 2

Gas Safe Register Gas Installers Accredited Certification Scheme (ACS)

Engineers qualifications CCCN1, COMCAT 1,2,3 and 5 (4 if applicable), CONGLPI

Refrigeration

 The Fluorinated Greenhouse Gases (Amendment) Regulations 2018

Water

The Water Supply (Fittings Regulations) 1999 for England and Wales
(and similar separate regulations for Scotland and Northern Ireland

Relevant water supply bylaws

General

 Health & Safety at Work Act 1974

Note: This contract covers the maintenance and repair of your appliances but, unless otherwise agreed in writing, it does not include any work on the energy supplies to the equipment. It is your responsibility to ensure that all gas and electrical supplies to appliances are adequate and safe. Gas Safe Register Technical Bulletin 118 requires that electrical circuits connected to gas appliances should be tested to demonstrate the effectiveness of the earthing. The safe way to do this is to measure the earth loop impedance of the power supply using an instrument designed for that purpose. It is a condition of this contract that you have all your electrical circuits tested regularly by a suitably qualified electrician to ensure that they are safe and that you indemnify us against any responsibility in the event of any problems that may be caused by inadequate or ineffective earthing.

Planned Maintenance Agreement

Part 1. **SCHEDULE OF EQUIPMENT TO BE SERVICED**

ITEM MANUFACTURER MODEL SERIAL NO GAS/EL/REF

Planned Maintenance Agreement

Part 2. **SPECIFICATION OF WORK TO BE CARRIED OUT**

 **ON ALL EQUIPMENT AS SCHEDULED IN PART 1**

 **AND GENERAL PROCEDURES ON EACH VISIT**.

*(We)* undertake to inspect and service our customer’s catering equipment at *(site)*

When the following work will be undertaken:

1. Where necessary, oil or grease all reasonably accessible moving parts and bearings.

1. Check and report on possible need for descaling all pressure boilers, steam ovens and Bain Marie.

Check and adjust pressures as necessary on pressure boilers.

Note. It is important that water softeners are operating correctly. If there is any malfunction then scale can rapidly build up inside the vessel or machine. Such a situation will be reported immediately to the person responsible for maintaining the supply of soft water.

3. Check all electrical contactors, relays, on electrical plant and ensure all electrical connections are tight. Check function of all electrical heating elements, thermostats and replace where necessary. Lubricate where necessary. Check to establish if fixed wired appliances are protected by Residual Current Devices.

4. If required re-grease gas valves, clear out gas injectors and aeration ports, check and adjust pilots and thermostats. Carry out Gas Soundness Test of appliance.

5. Check general performance of all plant including the ventilation, extraction and air quality in the kitchen.

6. Carry out any other checks or adjustments as stipulated in the manufacturer’s instructions

7. On any visit made our engineers will also carry out the following:

1. Report to security (or management) on arrival.
2. Report to catering officer (or head chef) on arrival.
3. Carry out work, complete job sheet and leave copy with catering staff, management or security.
4. Report to catering officer or head chef (if on site).
5. Report to security on departure.

Note.

1. This contract does not cover breakdowns between services due to failure of any component of the equipment serviced. These breakdowns will be charged for at our current rates.
2. All materials and spare parts used will be charged as extra.

Although cleaning of some parts, to ensure their satisfactory function, general cleaning of equipment is not undertaken as part of the work done on scheduled service visits.

Planned Maintenance Agreement

Part 3. **FREQUENCY OF SCHEDULED VISITS AND COSTS**

*\_\_\_\_\_\_(No)\_\_\_\_\_\_* VISITS PER ANNUM. Note: Prior notice will be given before each visit.

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COSTS

The cost of each service visit will be: £

The above price(s) includes all labour and travelling expenses. All spares or materials used during a service will be charged except parts that are under guarantee.

An invoice for the service visit plus the cost of any spares or materials used will be submitted on the completion of each visit.

Our attending breakdowns of equipment between services due to the failure of any component of the appliances serviced (as explained in part 2); these visits will be charged at our current rates, which are: £

Note: These are reduced charges for contract customers, our current call-out charges being

 £ per hour for labour and travelling.

We guarantee to respond within \_\_\_\_\_ hours to an emergency call-out. If it is necessary to attend during an evening or night time, mid-day Saturday through until 0900 hours Monday or during public holidays, an extra call-out charge and/or rates will be made in addition to the above quoted rates which are:

 £

All Planned Maintenance Contracts and Service Rates are normally reviewed annually.

 Signed.............................................(for and on behalf of Customer). Date......................

 Signed.............................................(Contractor) Date.....................

E & OE

*This form of Planned Maintenance Agreement is approved by* ***ceda*** *and in accordance with the*

***ceda*** *Code of Practice*

**Terms and Conditions**

**1 – Definitions and Interpretation**

1. In these conditions the following words shall (unless the context otherwise requires) have the following meanings:

“Additional Work” means any work that is not Maintenance Work and which is requested by the Purchaser from the Supplier.

“Contract” means any contract between the Supplier and the Purchaser for the maintenance and servicing of equipment.

“Engineers” means staff employed by the Supplier for the express purpose of repairing, maintaining and servicing commercial catering equipment. The Supplier shall ensure that such staff shall hold suitable qualifications and/or be able to demonstrate competence to safely carry out the tasks required for the repair, maintenance and service of commercial catering equipment.

 “Group Company” means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

“Installation” means the Purchaser’s installation, works and equipment as agreed as the subject of the work in the Purchaser’s premises.

“Maintenance” means the work carried out or to be carried out in repairing, maintaining or servicing the Purchaser’s equipment by the Supplier’s Engineers based on manufacturers’ instructions and/or training and/or the experience of the Supplier’s Engineers. It shall include the following as a minimum:

(i) A detailed visual inspection of the equipment to identify any defects;

(ii) A test to establish the correct operation or otherwise of the equipment;

(iii) Adjustment and lubrication as required to provide optimum efficient operation of the equipment;

(iv) Testing to ensure the safe condition of the Installation; and

(v) A report (verbal or written) as to any identified defects and work required to rectify them.

“Normal Business Hours” means 8.00am to 5.00pm Monday to Friday excluding public holidays.

“Offer” means an offer by the Supplier to supply services subject to the terms of these conditions.

“Order” means the Purchaser’s Order for services, as set out in the Purchaser’s Order form, the Purchaser’s written acceptance of the Supplier’s quotation, or overleaf, as the case may be.

“Parts” means any component that may be required to rectify a defect and they shall be or be equivalent to those as provided by the original equipment manufacturer.

“Purchaser” means the person, firm or company who purchases services from the Supplier.

“Supplier” means CEDA Member Company (Company number xxxxxxxxxxx) of address.

1. In these conditions, reference to any statute or statutory provisions shall, unless the context so requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
2. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
3. A reference to writing or written includes faxes and emails.
4. The headings in these conditions are for convenience of reference only, they do not form part of the Contract and shall not affect its validity or construction.
5. Nothing contained herein shall have the effect of restricting or excluding rights accruing to the Supplier under the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982.

**2 - Planned Preventative Maintenance Contracts**

These conditions govern any Contract made between the Supplier and Purchaser for the on-going planned preventative maintenance of the Purchaser’s Installation by the Supplier to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Where inconsistent herewith the Purchaser’s terms, conditions and warranties shall not apply, and the Purchaser waives any right it may otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Purchaser that is inconsistent with these conditions.

**3 - Duration**

The Contract, which shall be made in writing and shall be signed by both parties, shall come into force on the Contract start date as stated in the Contract and shall operate for the duration of the Contract period as stated in the Contract subject to any right to terminate the Contract in accordance with clause 4 and subject to renewal pursuant to clause 5.

**4 - Termination**

a. Either party may terminate the Contract upon 3 month’s written notice given to the other party. The Supplier shall have the right at any time by giving notice in writing to the Purchaser to terminate the Contract forthwith if:

* 1. The Purchaser commits a breach of any of these terms and conditions;
	2. Any distress, execution or other process is levied upon any of the assets of the Purchaser;
	3. The Purchaser has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser;
	4. The Purchaser ceases or threatens to cease to carry on its business; or
	5. The financial position of the Purchaser deteriorates to such an extent that in the opinion of the Supplier, the capability of the Purchaser to adequately fulfil its obligations under these terms and conditions has been placed in jeopardy.
1. The termination of this Contract will not affect any rights or liabilities of either party accrued prior to termination.

c. If the Supplier terminates the Contract by virtue of any right herein, the Purchaser shall pay, within 30 days, all outstanding sums for services previously provided together with all costs as have been reasonably incurred by the Supplier in connection with the termination.

d. For the avoidance of any doubt, and without prejudice to any other rights the Supplier may have under this Contract, the Supplier may cease to carry out any or all of its obligations hereunder if any monies due hereunder to the Supplier are unpaid after the relevant due date for payment.

**5 - Renewal**

1. Three months prior to completion of the Contract period, the Purchaser shall have the option to renew the Contract for further periods.
2. Renewal of the Contract shall be subject to the Supplier’s right to reasonably revise the charges for the services provided.

**6 – Charges**

a. Before any work is carried out the Supplier shall provide the Purchaser with details of the charge rates that will be applicable for the initial call-out, the hourly rate for work on site (both maintenance and additional) and the Purchaser shall confirm their acceptance of these in writing. Unless agreed in writing, the charges shall relate to work to be carried out during Normal Working Hours.

b. The charge for any parts that are required to rectify defects shall be provided by the Supplier to the Purchaser and agreed (verbally or in writing) prior to being supplied or fitted.

**7 - The Purchaser’s Obligations**

The Purchaser shall:

a. Permit the Supplier access to the Purchaser’s premises at reasonable times on reasonable notice by the Supplier to carry out Maintenance work. In the event of failure by the Purchaser to grant access to the Supplier in accordance with this provision, the Supplier shall be entitled to payment of all reasonable costs incurred in attending the Purchaser’s premises.

b. Permit the Supplier to use free of charge such facilities on the Purchaser’s premises as may be reasonably required by the Supplier.

c. Notify the Supplier in writing of any proposed change of use of the Purchaser’s premises and/or any proposed alteration to the Installation during the Contract period.

d. Not permit any person other than the Supplier to carry out any adjustment, alteration, addition or adaptation of the Installation or otherwise allow any person to interfere with the Installation or any part thereof without the prior written permission of the Supplier.

e. Notify the Supplier in writing if at any stage the Installation is affected by any defect or malfunctioning of whatsoever nature and howsoever caused whether by Act of God or whether by any direct or indirect activity of the Purchaser or any third party.

f. Ensure that the Supplier’s employees (or agents or sub-suppliers) carrying out the Supplier’s obligations are not subject to any risk to health or safety. Any possible risks must be clearly identified and marked. The Purchaser shall indemnify the Supplier in the event that any such employee or other person sustains injury in consequence of a breach of this provision.

g. Notify the Supplier in writing in the event that the Purchaser proposes to assign, sub-let or otherwise transfer the Purchaser’s premises during the currency of this Contract and to specify the date of the proposed actual assignment, sub-letting or transference.

h. Retain liability for all usual risks for the Purchaser’s premises, its contents and the Installation and shall take out and maintain adequate insurance against such risk and upon request provide evidence of such insurance to the Supplier.

i. Provide the Supplier with all available Installation record drawings, distributions, schedules and where applicable previous test results.

Neither directly or indirectly solicit or offer any inducement to any employee of the Supplier with a view to enticing such employee to work directly for or enter the employment of the Purchaser whether during the continuance of this Contract and for a six month period after its termination. This is a fundamental condition, breach of which will entitle the Supplier to terminate the Contract forthwith.

**8 - Payment**

* + 1. Where credit account facilities have been granted the Supplier will submit an invoice to the Purchaser which shall be due and payable within 30 days of invoice.
		2. The Supplier shall be entitled to be paid in full in cash, approved electronic transfer or cheque (supported by banker’s guarantee card unless credit account facilities have been granted). Save where agreed in writing, where no such credit account facilities have been granted to the Purchaser, payment shall be due on completion of the Maintenance visit.
		3. The Supplier shall be entitled to charge interest on any unpaid amounts from the due date until payment at the rate of 2% per annum above the Bank of England base rate.
		4. Terms for payment shall be of the essence.
		5. The Supplier shall make all payments due under the contract without deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
		6. The Supplier may in its discretion by notice in writing from the Supplier to the Purchaser at any time set off any monies owed by the Supplier to the Purchaser against any amounts due to the Supplier hereunder.

**9 – Replacement and Reconditioning of Parts**

1. This Contract does not include, unless expressly provided, the replacement or reconditioning of any Parts. Therefore any charge or charges made under this clause are chargeable to the Purchaser.
2. If, in the Supplier’s reasonable opinion, it is necessary to replace or recondition any Parts, the Purchaser shall either instruct the Supplier to replace or recondition such parts or otherwise make replacements or reconditioned Parts available to the Supplier at no cost to the Supplier. The Purchaser may request the Supplier to submit a cost estimate in advance of being instructed to replace or recondition Parts. In the event that either the Purchaser or Supplier fails to agree such an estimate or alternatively that the Purchaser does not make such parts available to the Supplier at no cost to the Supplier. The Supplier reserves the right to cancel any elements of the Service, which in his reasonable view are dependent upon the provision of such Parts. Any such cancellation shall be notified to the Purchaser in writing, stating the grounds for such a cancellation.
3. Where Parts are replaced by the Supplier in accordance with this Contract and a charge is payable, ownership in such Parts shall remain with the Supplier until such time as the Part has been paid for in full.
4. The Supplier disclaims any responsibility for the good working order of the Purchaser’s system if the Purchaser declines to replace or recondition defective or worn out Parts and/or materials when advised by the Supplier to do so.

**10 - Limitation of Liability**

a. Nothing in these conditions shall limit or exclude the Supplier’s liability for:

* 1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subsuppliers (as applicable);
	2. fraud or fraudulent misrepresentation;
	3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
	4. defective products under the Consumer Protection Act 1987; or
	5. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

b. Subject to clause 15 (a):

* 1. the Supplier shall under no circumstances whatsoever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
	2. the Supplier’s total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the fees payable to the Supplier as representing one month’s pro rata tranche of the charges payable by the Purchaser hereunder.

c. The Supplier undertakes to exercise reasonable skill and care in the execution of its services under the Contract save that the Supplier disclaims all liability whatsoever in respect of any part of the Installation which was hidden from or inaccessible to the Supplier’s employees. Moreover, all conditions and warranties expressed or implied by law or statute as to the quality and fitness for any particular purpose of any work performed under this Contract are expressly excluded save that in respect of any materials supplied under this Contract the Supplier shall be liable in respect of any breach of any condition or warranty in relation thereto to the extent of the respective manufacturer’s guarantee covering such materials, but not further or otherwise.

d. The Supplier reserves the right to defer the date of delivery or payment or to cancel this Contract if it is prevented from or delayed in the carrying on of its services due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, government actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. The Supplier shall equally not be responsible for the consequences of any delay or failure to perform the services under this Contract if any such delay is due to any cause whatsoever beyond the Supplier’s reasonable control.

e. The Supplier shall not be liable for any loss, damage or delay caused by any malfunctioning of or defect in or failure of any of the Purchaser’s equipment.

f. Any warranties given by the Supplier in respect of spare parts shall be on terms no more favourable than the terms offered by the manufacturer of such parts and shall expire on the same date as any warranties given in respect of the Goods to which they are installed.

g. Where parts of any Goods are (i) found by the Supplier to be defective; (ii) returned to the manufacturer under the terms of a warranty; and (iii) replaced by the Supplier, such replacement will be at the Purchaser’s cost and the Supplier reserves a right to only refund such costs to the Purchaser to the extent that they are refunded by the manufacturer.

**11 – General**

1. The Purchaser may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
2. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
3. No variation of these terms shall bind the Supplier unless it is confirmed by the Supplier in writing under the hand of a director of the Supplier and in particular no agent salesman or sales representative of the Supplier shall have power to vary these conditions unless such variation is confirmed as aforesaid.
4. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
5. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
6. The parties to this Contract do not intend that the term of this Contract be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it save for any Group Company.
7. Any written notices or instructions required to be given under these conditions, shall be sent by email, fax or by post to the party at the head of these conditions. In the case of written notice sent by post it shall be deemed to have been received 48 hours after posting. The registered office of the Supplier is xxxxxxxxxx.
8. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
9. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.
10. The Purchaser shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Purchaser by the Supplier or its agents and any other confidential information concerning the Supplier’s business or its products which the Purchaser may obtain and the Purchaser shall restrict disclosure of such confidential information material to such of its employees, agents or sub-suppliers as need to know the same for the purpose of discharging the Purchaser’s obligations to the Supplier and shall ensure that such employees, agents or sub-suppliers are subject to like obligations of confidentiality as bind the Purchaser.

This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.