

Terms & Conditions (Service)



1 Inclusions and Exclusions

Record UK henceforth the "Supplier" will carry out the number of Planned Preventative Maintenance visits set out in the Agreement in accordance with the BS7036 or EN16005 Standard. The Supplier will complete the number of Planned Preventative Maintenance visits set out in the Agreement during normal working hours, unless the Agreement provides otherwise. For any additional work carried out under the terms of the Agreement, the Supplier will make an Additional Charge for materials and labour. This includes but not limited to; Minor works identified during the planned maintenance visits, where it is more cost effective to carry out the works at the same time as the maintenance than it would be to return to site at a later date, Reactive call outs for faulty systems where these are excluded from the cover level or due to the root cause of the fault, Automatic door repairs, upgrades and installations. Rates for attendance to breakdowns and callouts will be calculated based on the requested or attained response time for the individual call and will be charged at the relevant rate. Under the Agreement the Buyer shall receive a discount on Record UK automatic door parts unless the Agreement provides otherwise. Discounts offered under the Agreement are at the sole discretion of the Supplier and applicable to the Suppliers then current Standard schedule of rates. Unless the Agreement provides otherwise, the Buyer must make available at no extra cost to the Supplier, where required, the supply of all attendances, including but not limited to; Access equipment where working height is greater than 2.5 meters, hoarding, site protection, power, transformers, safe storage, welfare facilities. The Supplier reserves the right to increase charge rates for the following: Planned Preventative Maintenance Charges, Call Out, Labour, Materials/Parts and any other charges under the Agreement at any time by providing the Buyer 30 days written notice.

2 Minimum Term

The Minimum Term of the Agreement is set out in the Payment and Contract Duration section and is subject to Clause 6 of the Agreement.

3 Service Warranty

The Supplier warrants that the services will be executed using the degree of skill and care required by customarily accepted good professional and technical practices. The Supplier shall re-perform any services that are not in conformity with the required degree of skill and care as stated above, provided that the Buyer notifies the Supplier of any alleged deficiency within 30 days after performance of the services. Such re-performance of services is the Buyer's sole and exclusive remedy for services that fail to meet the foregoing standards.

4 Liability

In no event, whether as a result of breach of contract or warranty, tort liability or under any other legal theory, shall the Parties be liable as towards each other for loss of profit, loss of production, loss of business, loss of use, loss of goodwill, downtime costs or any special, punitive, incidental, consequential or indirect losses or damages whatsoever. Notwithstanding anything to the contrary in this Agreement or any other limitations of liabilities of the Supplier under this Agreement, the Supplier's total aggregate liability whether arising as a result of breach of contract or warranty, tort, indemnity or under any other legal theory, shall in no event exceed an amount equal to 5% of the contract price (the "Liability Limitation"). The Liability Limitation will not apply to; the Supplier's liability for death or personal injury caused by Supplier's negligence or due to mandatory law, the Supplier's liability for property damaged caused by the Supplier's gross negligence or wilful misconduct, the Supplier's liability in the case of fraud, gross negligence or wilful misconduct, or liability which cannot be excluded or limited under applicable law.

5 Indemnity

The Supplier shall indemnify and hold harmless the Buyer from and against damage suffered by the Buyer due to claims received from third parties in respect of:

- bodily injury or death of any person to the extent such injury is arising out of or caused by the negligent act or omission of the Supplier, the Supplier's personnel or their respective agents' or any subcontractors employed by any of them in their performance of the Agreement.
- damage to or loss of any property (other than the Product) to the extent such damage or loss is arising out of or caused by the gross negligent act or wilful misconduct of the Supplier, the Supplier's personnel or their respective agents' or any subcontractors employed by any of them in their performance of the Agreement.

The above indemnity is subject to that the Buyer has (i) without

undue delay, however not later than 2 months from the date of becoming aware of the claim, notified the Supplier in writing of the claim or damage; and (ii) given the Supplier the right (but not the obligation) and authority to conduct the negotiation and settlement of any liability and/or to defend such liability in which case the Buyer agrees to cooperate and provide its reasonable assistance to the Supplier.

6 Termination

Without prejudice to any remedy either Party may have against the other for breach or non-performance of this Agreement, either Party shall have the right to terminate this Agreement by giving 3 months prior written notice to servicecontracts@recorduk.co.uk, if the other Party should commit a material breach of any of the provisions or conditions of this Agreement, and, if remediable, should fail to discontinue and make good such breach within 1 months after receipt of notice in writing from the complaining Party. Without prejudice to any remedy either Party may have against the other Party for breach or non-performance of this Agreement, either Party shall have the right to terminate this Agreement with immediate effect, if the other Party should enter into liquidation, have a receiver appointed for its business, make a composition with its creditors, fail generally to pay its debts as they become due or otherwise be found to be insolvent. Termination of this Agreement shall not relieve any of the Parties from its then outstanding and unfulfilled obligations or liabilities towards the other Party. The Buyer is entitled to terminate the Agreement for convenience provided that a compensation for the Supplier's losses due to such termination, equal to the total value of the Contract minimum term, is paid by the Buyer. The termination shall take effect 3 months after the later of the dates on which the Supplier receives the notice. Notwithstanding the aforesaid, the Buyer shall not terminate the Agreement under this Clause in order to execute the performance of the Agreement on its own or to arrange for the Agreement to be executed by another supplier.

7 Force Majeure

Neither Party shall be held liable or deemed to be in default under this Agreement for any failure of or delay in performance of its obligations to the extent that and for so long as such performance is prevented or delayed by causes beyond its reasonable control, such as fire, flood, earthquake, war, embargoes, blockades, strikes, riots and governmental interference. The Party whose performance is so prevented or delayed shall promptly inform the other Party of the occurrence of any force majeure event and shall use all reasonable efforts to avoid the effects of such event and to mitigate damages to the extent possible. Upon termination of such event, the prevented Party shall forthwith resume obligations under this Agreement. If, by reason of any of the circumstances mentioned above, the performance of this Agreement is impeded for more than 6 consecutive months, either Party shall be entitled to terminate this Agreement or any relevant order hereunder by 7 days written notice to the other Party.

8 Delay in Service

The Supplier's prices are calculated on the basis of the Buyer fulfilling its obligations set out in Clause 12 of the Agreement. In case the Supplier is prevented from performing the Services and making deliveries due to the Buyer's failure to fulfil its obligations, the Buyer shall reimburse the Supplier for the extra costs incurred by the Supplier as a result thereof, including but not limited to waiting costs, extra work, increases in raw-material prices, travel and lodging costs, re-stocking where possible and storage costs.

9 Additional Charges

The Supplier can make an Additional Charge if the Buyer alters the Specification of the Agreement subject to a verbal or written request by either Party. Unless the Agreement provides otherwise, the Charges under the Agreement are calculated based on one Engineer. The Supplier reserves the right to make an Additional Charge where additional Engineer resource is required. The Supplier reserves the Right to make an Additional Charge if the Buyer requires the Supplier to deliver the contract via management portals, attending client meetings on a regular basis, site inductions and/or security clearance procedures, obtaining permits or any other unforeseen site-specific charges. The supplier can apply an Abortive Visit charge, should access not be provided to site when the date was agreed between both parties or in response to a reactive callout.

10 Payment

Unless agreed otherwise, payment shall be made in GBP upon receipt of invoice within agreed payment terms. Acceptable payment methods are Electronic Bank Transfer or Card Payment – cheque payments are not an acceptable form of

payment and will be returned. No payment shall be deemed to have been received until Record UK has received cleared funds. The customer shall make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise. Record UK reserves the right to suspend the performance of services under any Agreement in the event of late or non-payment. Where amounts are not duly paid and without prejudice to any other right or remedy, Record UK reserves the right without formal notification to apply statutory interest, which is 8% plus the Bank of England base rate, for business-to-business transactions. In the event of late or non-payment, Record UK reserves the right to transfer collection of debt to a third-party debt collection partner, where additional charges will be liable.

11 Agreement Duration / Renewal

When the Minimum Term specified in the Agreement, or any subsequent term expires, the Agreement will automatically renew for a period of 12 months. The Buyer may opt out of automatic renewal at any point during the current term by providing written notice to servicecontracts@recorduk.co.uk. At the expiration of the Minimum Term or any subsequent term, the Supplier at its sole discretion reserves the right to amend the Charges in the Agreement to include, but not limited to; rises in raw material costs, increases in labour costs, changes to inflation rates. In the event of the Charges in this agreement increasing following the expiration of the minimum term, the Supplier shall confirm in writing, all new Charges not later than 3 months prior to minimum term expiration date. Should the Buyer choose to terminate the contract beyond the auto renewal date then the terms set out within clause 6 will apply.

12 Buyer Obligations

The Buyer must give unhindered access to the Supplier during normal working hours to fulfil its responsibilities under the Agreement Unless the Agreement provides otherwise, the Buyer must make available at no extra cost to the Supplier, where required, the supply of all attendances, including but not limited to; access equipment where working height is greater than 2.5 meters, hoarding, site protection, power, transformers, safe storage, welfare facilities.

13 Comprehensive (Where Applicable)

At the Buyers expense, repair work required to bring the door to industry standard before being serviced on a comprehensive basis, is not included in the annual contract value. Outstanding works quoted by the Supplier prior to the commencement of this Agreement are also excluded. Where parts are included within the comprehensive contract, this refers to direct replacement of operation parts such as the sensor and door arm. The contract excludes items that require alteration to the existing installation, the door frame and glass. Work required due to Beyond Economic Repair (BER), Ram Raids / Significant Criminal Damage, Acts of God, Misuse & Abuse or other factors beyond the control of Record UK are excluded from any comprehensive element of an agreement.

14 Attendance to Site & Lead Times

Where response times, service level agreements and key performance indicators are specified, these are for guidance and cannot be guaranteed. Where parts are required from a third-party manufacturer, no guarantee can be made on the expected delivery time for these items.

15 Labour

Record UK will provide suitably trained engineers to carry out work on site. From time to time this may be through a third-party supplier who has been suitably assessed and audited.

16 Marketing & Customer Satisfaction

From time-to-time Record UK may contact you with marketing literature and customer satisfaction surveys. An option to opt out of this service will be provided with each communication type.

17 Contact

All questions and queries, or if you do not wish to renew your policy, should be made in writing to servicecontracts@recorduk.co.uk