

Cinque Limited - Standard Terms and Conditions (Service and Maintenance Agreement)

1	Definitions	
1.01	Cinque/Company	Shall mean Cinque Limited - Registration No 4858623.
1.02	Customer	Shall mean the persons or company receiving the S&M and liable for all payments in connection therewith.
1.03	S&M	Shall mean Service & Maintenance.
1.04	Contract	Shall mean the S&M quotation incorporating Cinque 'Standard Terms and Conditions' which shall be deemed the sole conditions covering all works undertaken between Cinque & the Customer (Unless agreed in writing by a Director of Cinque).
1.05	Make Good	Shall mean replacement, repair or renewal at Cinque's option.
1.06	Adjudication	Shall mean "Scheme for Construction Contracts - 1998" as provided for in the Housing Grants Construction and Regeneration Act 1996 (as amended).
1.07	Extenuating Circumstance.	Shall mean any event which was not in the contemplation of or could not have reasonably been foreseen by Cinque at the time of quotation, (or any review).
2	General	Cinque undertake to periodically service equipment detailed in accordance with our Servicing Schedule, and for this purpose a trained Service Engineer will make the number of visits as contained within our quotation,
3	Agreement Period	The period covered by this S&M Contract shall be an initial 12 months period, annually thereafter (or subject to Cinque individual quotation or specific agreement). During that time periodical servicing will be made as aforesaid. The agreement may be renewed either at the end of the period or as soon after the calls have been made, whichever is the earlier.
4	Annual Review	One month prior to the anniversary of the S&M Contract the prices shall be reviewed for the coming year, upon agreement the revised rates shall apply forthwith.
5	Termination	Either party may terminate the contract after the initial 12 months period giving at least 3 months notice.
6	Payment	Payment of the Contract is annually in advance. (Unless agreed in writing by a Director of Cinque). Payment for repairs, renewals or other work carried out at the Customers request shall be paid within thirty days from issue of Cinque's invoice.
7	Exclusions	Cinque and the Customer hereby agree, under the terms of this Contract, Cinque will not (without additional charges being incurred by the Customer), be required to make good, any item covered by this Contract; if damaged is caused by the negligence or misuse of the equipment by any person or any other cause beyond Cinque's control, except for fair wear and tear. Furthermore, it is the Customers' responsibility to ensure that the equipment described in the quotation is used solely for the purposes and within control ranges for which the items have been designed, notwithstanding the above to protect all items from any and all wilful damage including unskilled handling or any other extenuating circumstance. This Contract does not cover the supply of any necessary repair parts for the furnishing of any accessories or supplies. The Contract does not include any water analysis and treatment in relation to the cooling tower/chilled water system.
8	Equipment Condition	It is a condition of the agreement that the equipment is in proper condition at the date of acceptance of this agreement, and it does not cover any work, which may be necessary to put the equipment in such condition. The Company reserves the right to discontinue servicing the equipment where it is found that the equipment is used in the manner other than for which it was supplied and which in the Company's opinion, prevent or make more difficult proper fulfilment of their undertaking in the terms of this agreement.
9	Level Of Service	The maintenance service inspections will be carried out during normal working hours, i.e. Monday – Friday 08.00 - 17.00 (excluding Bank & Public Holidays) unless otherwise indicated in our quotation. This Contract only covers the checks covered in our Servicing Schedule and can be carried out by the Company's Servicing Engineers on site. It does not cover repairs or overhauls. Repairs effected in situ or overhauls carried out at the Company's workshop shall be charged for separately and such charge shall include the cost of work involved and materials supplied and the cost of necessary transportation.
10	Service Calls	The calls as far as possible will be made on the dates agreed but should a customer for any reason require the service of an Engineer at short notice, such a call will be made and charged separately unless at the Company's discretion, it can take the place of a service that is nearly due. If for any reason delays are incurred in the customer's site, which are beyond our control, then such time involved may be subject to a separate charge.
11	Variations	The Customer hereby agrees that given the critical nature of the work carried out under this S&M Contract, it is not always possible for the Customers normal procedure for providing further orders to be issued prior to any additional work being undertaken. Therefore it is agreed between Cinque & the Customer that when verbal instruction is received, Cinque will invoice the customer for such instruction in full, and the invoice shall be paid within thirty days. Or within seven days of issue the aforementioned invoice the Customer shall notify in writing that such invoice will be subject to the Dispute procedure as set out in clause 13 below.
12	Emergency Call Out	Cinque agree to make available to the Customer an emergency call-out facility operating twenty-four hours a day, every day of the year and shall endeavour to keep the equipment fully operational with normal non-critical service alarms being dealt with the following day. Any emergency service alarms as may be necessary will be provided with a response time, typically 4 hours. (Subject to terms of Cinque individual quotation). All Emergency Call outs and critical work carried out under this S&M Agreement, it is not always possible for the Customer's normal procedure for providing further orders to be issued prior to any additional work being undertaken. Therefore it is agreed between Cinque and the Customer that when verbal instruction is received Cinque will be issued with a Purchase Order within 7 days of attendance and advisory of costs.
13	Dispute	In the unlikely event of dispute regarding any matter concerning this contract or work undertaken, the matter shall be dealt with in the following manner: Any dispute shall be brought to the attention of the designated persons of each company who will within seven days try and resolve the matter, should the designated persons fail to settle the dispute then the matter shall be referred to a Director of each company who shall try resolve the matter within a further twenty one days Furthermore it is agreed any dispute outstanding longer 30 day shall be resolved by Adjudication and both parties agree to be bound by the decision of a sole Adjudicator appointed by The Confederation Of Construction Specialists in full and final settlement of the disputed matter.
14	Transfer of Benefit	The benefit of this agreement is not transferable without the Company's written consent and when this agreement is accepted it will remain in force thereof, so long as the proper charges are paid to the Company.
15	Retention of Title	Cinque reserve retention of title in the goods supplied until paid in full by the Customer
16	Assignment	Cinque reserves the right to assign the contract.
17	Sub-Contract Labour	Cinque reserves the right to use the services of sub-contract labour where it is deemed necessary
18	Law	This Contract shall be governed by English Law.