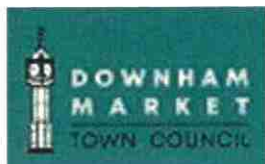




R.J. Lift Services Ltd  
 1 Galveston Grove  
 Oldfield Business Park  
 Fenton  
 Stoke on Trent  
 ST4 3PE

Tel: 01782 342225  
 Fax: 01782 342031  
 Web: www.rjlifts.co.uk  
 Email: enquiries@rjlifts.co.uk

## SERVICE AGREEMENT



Downham Market Town Council  
 15 Paradise Road,  
 Downham Market,  
 PE38 9HS  
 Tel: 01366 387770

### SA81736L

Site Address	Equipment	Visits per Annum Service	Standard	LOLER
Bridge St, Downham Market PE38 9DW	ARITCO Platform Lift	2	160	279
		Total SERVICES	160	-
			Add LOLERx2	279

\*Please note Comprehensive, intermediate and PLUS agreements require the lift to be in full working order and does not cover existing faults, worn or missing parts, or associated labour - All prices exclude VAT

RJ Lift Services recommend 4 services per annum on passenger lifts

### Description of Service Levels

#### Standard (PPM):

- R J Lift Services will carry out **full planned preventative maintenance (PPM)** in accordance with manufacturer guidelines
- Cleaning, oiling, and adjusting the plant, but excluding supply and fitting spare parts.
- During servicing make any minor repairs which may be necessary through normal usage, and which can be made without the supply of new parts.
- Inspection of the plant and the submission of a report giving observations and recommendations by the contractor's engineer concerning the condition of the plant.
- Extra charges are made for call out/breakdown services



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 Reg.No:2771066

R. J. Lift Services Ltd.



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Web: [www.rjlifts.co.uk](http://www.rjlifts.co.uk)  
Email: [enquiries@rilifts.co.uk](mailto:enquiries@rilifts.co.uk)

- Provision of Thorough Examinations are excluded from this agreement but are available under prior agreement
- Services delivered during the normal working day – 08:00 to 17:00

### Intermediate:

- This level of cover includes all features of the Standard cover – and in ADDITION includes **labour charges** for callout/breakdown services delivered during the normal working day – 08:00 to 17:00

### PLUS

- This level of cover includes all features of the Standard and Intermediate agreements and in ADDITION includes all **call out labour charges** for the full 24 hours – 365 days a year.

\*\*See our Conditions of Agreement for full terms

### Hourly Rates for Callouts & Breakdowns (if applicable):

Normal Working Hours:	1 Man = £72.80 + VAT
	2 Men = £90.20 + VAT
Evenings	1 Man = £96.80 + VAT
	2 Men = £123.20 + VAT
Weekends and Holidays	1 Man = £123.20 + VAT
	2 Men = £152.00 + VAT

All rates are plus travelling time which is capped at one-hour max. Min 2 hours per callout chargeable.

### Auto Dial Units

We offer to re-programme your existing unit to our own 24/7 call centre **free of charge** if open protocol. We possess numerous manufacturers approved programming tools.

### Response Times

- Same Day Response guaranteed
- For emergency callouts and 'trap in' situations we aim to arrive within \* 1 hour of the initial call being taken\* dependant on local conditions

### Reporting

We utilise a full CRM based service management system that links to all areas of our operations. This custom based system is designed to provide the best possible customer service. All field works are relayed to our headquarters for processing immediately. Any follow up recommendations will be sent to the customer swiftly along with an electronic copy of the job sheet typically through email in PDF format. Although all information is recorded electronically we do still provide **hardcopy on site records** such as; Log books, Health & Safety documentation, service check sheets, appropriate supplementary test reports.

### Thorough Examinations (LOLER Tests)



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Thorough Examinations are usually carried out by insurance companies and are not covered in this agreement as standard, however we can offer this service as we have our own competent Level 4 testers and at competitive rates. Lifts need to have both regular maintenance and Thorough Examinations carried out by law.

Every 6 months for passenger lifts, 12 months for goods lifts).

For more information, please visit <http://www.hse.gov.uk/pubns/indg339.pdf>

**Our Contact Details:**

**TEL 24H: 01782 342225      FAX: 01782 342031**

R J Lift Services Ltd  
 Unit 1 Galveston Grove  
 Oldfield Business Park  
 Fenton  
 Stoke on Trent  
 Staffordshire  
 ST4 3PE  
[www.rjlifts.co.uk](http://www.rjlifts.co.uk)  
[enquiries@rjlifts.co.uk](mailto:enquiries@rjlifts.co.uk)  
 For the Contractor

*Stephen Wales*  
**Stephen Wales**

Date 16/8/2021

* <b>Signed for the Customer REFERENCE NUMBER: SA81736L</b>	<i>Clare M. Oliver</i>					
	<b>Print name</b> <i>ELAINE OLIVER</i>					
	<b>Date</b> <i>15 NOVEMBER 2021</i>					
	<b>Preferred contract start date</b> <i>15 NOVEMBER 2021</i>					
<b>Service Level Selected</b> ✓	<b>Standard</b> ✓		<b>LOLER</b> ✓			

**CONDITIONS OF AGREEMENT**

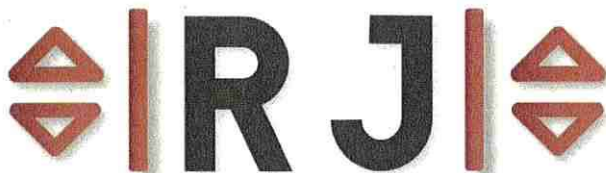
1. Requirements of the Customer

The customer shall permit R J Lift Services Ltd to enter upon the premises and shall make the said plant available to them at such time and for such periods as may be necessary for the performance of this contract. The customer shall also ensure a safe working environment and adequate vehicle access and parking to allow R J Lift Services Ltd employees to carry out services safely. Customers are responsible for power supply, interrupted power and wiring up to the equipment. Customers shall inform R J Lift Services Ltd of any slight equipment



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failures or technical issues that require rectifying within 48 hours. If any equipment becomes dangerous or suffers a severe failure, then it is the customer's responsibility to remove it from service and inform the R J Lift Services Ltd immediately. The liability for which R J Lift Services Ltd will be relieved includes, but not limited to the following:  
Any work, repairs or replacement of parts or components due to misuse, negligence, theft, vandalism or tampering including any adjustments made to equipment by anyone other than R J Lift Services Ltd personnel.

- a) Failure of the customer to carry out any work, repairs, replacement of parts or components or upgrades recommended by R J Lift Services Ltd, including work being required by the equipment not being in safe and good working order upon the commencement date of the contract.
- b) Responsibility for personal injuries and damage caused by the customer not reporting equipment breakages or failures to R J Lift Services Ltd as above.
- c) Callouts where the cause is accidental damage, abuse, misuse, power failure or/and cases when equipment working on arrival.
- d) R J Lift Services Ltd being prevented from performing its duties due to failures of the customer to satisfy the above criteria.

## 2. Variation in Costs

The initial charge is due in advance. The payment(s) quoted are based on current costs at the date of this contract and shall be varied in accordance with any rise or fall such costs from time to time. Any such variation shall be in accordance with the index figure determined. Any charges and payments shall be calculated according to R J Lift Services Ltd normal scale of charges at the time. Payment of Value Added Tax or any other taxes is additional to the price.

## 3. General Liability

R J Lift Services Ltd will indemnify the customer against direct damage or injury to his property or person or that of others to the extent directly caused by the negligence of R J Lift Services Ltd, his servants or agents, in and about the work the subject of this contract by making good such damage to property or compensating personal injury, Provided that:

- a) R J Lift Services Ltd total liability for such damage to the customer's property shall not exceed £50,000 and
- b) R J Lift Services Ltd shall not be liable to the customer for any loss of profit or of contracts or, save as aforesaid, for loss, damage or injury of any kind whatsoever.

The customer assumes all liability for accidents and damage arising out of the condition or nature of the plant not disclosed to R J Lift Services Ltd and not apparent on reasonable examination by him. Save as aforesaid R J Lift Services Ltd will not be under any liability in respect of defects in the plant the subject of the contract or for any injury, damage or loss of any kind attributed to such defects. R J Lift Services Ltd does not guarantee the safety of the said plant or any part thereof, and in particular, R J Lift Services Ltd shall not be liable in respect of any failure on his part to locate, report and/or rectify any defect which is a latent defect is. R J Lift Services Ltd will not be liable for any indirect, substantial, incidental or imputative damages including but not limited to loss of use and loss of profits due to R J Lift Services Ltd maintenance services or contract.

## 4. Visits

It is understood and agreed that every effort will be made by R J Lift Services Ltd to visit the plant at the stated intervals but failure to do so shall not invalidate the contract or imply any additional liability. Intermediate 'call-out' visits whether included in the contract or not made as expeditiously as possible, but no liability will be accepted for consequences of delay beyond R J Lift Services Ltd control or invalidate the contract.

## 5. Comprehensive and intermediate contracts and warranties: Exclusions from Contractors obligations

- a) Replacement of obsolete parts and equipment. However, basic repairs are included if possible.
- b) Callouts where the cause is accidental damage, abuse, misuse, power failure or/and cases when equipment working on arrival.
- c) Parts and equipment in a poor condition as identified by R J LIFT SERVICES during inspections up to and including the first full service
- d) Upgrades required due to changes in legislation and regulations.
- e) Total replacement of rams, main drive/gearbox, motors, controller, load ropes, sheaves and all decorative finishes. However basic repairs are included if possible.

## 6. Cancellation or Termination

R J Lift Services Ltd shall be relieved of all liability under this contract in any of the following circumstances:

- a) If the customer fails to pay R J Lift Services Ltd any moneys due under this contract within 30 days:
- b) Where R J Lift Services Ltd is prevented from performing any obligation by any cause beyond his control:
- c) Where, without R J Lift Services Ltd prior consent, any work upon the plant within the scope of this contract is carried out by anyone other than R J Lift Services Ltd servants or agents;
- d) Where, after written notice from R J Lift Services Ltd of the need for work or replacements to be carried out which are not included in this contract, the customer refuses to carry out the said work and/or make the said replacement;
- e) Where R J Lift Services Ltd is relieved of liability under the provisions of Condition 3, above, and
- f) Where, in the opinion of R J Lift Services Ltd, the plant is being unreasonably used by the customer
- g) Contracts can be terminated by the customer subject to 3 full calendar months' notice and with one months' notice by R J Lift Services
- h) Premiums will be refunded on a pro rata basis less an administration fee of £50

And in any of these circumstances, R J Lift Services Ltd may, by notice in writing, forthwith terminate this contract and thereupon shall cease to have any further liability whatsoever or be responsible for any further work. Any notice given under this contract shall be communicated sufficiently if sent by prepaid letter-post addressed to either party or that party's agent at his registered office or last known address and shall be deemed to have been received at such time as it should have arrived in the ordinary course of post. Where either party is in breach of any term of this contract then the party not in breach may give notice in writing to terminate the contract forthwith.

## 7. Insurance

It is agreed that this contract will not in any way be constructed as a contract for Insurance against accident or damage. R J Lift Services Ltd will insure and keep insured his own workmen, against all claims for which he may be responsible at Common Law.

## 8. Legal Construction

R J Lift Services Ltd shall in all respects be constructed and operate as an English contract and in conformity with English Law.



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R. J. Lift Services Ltd.



**Main Contact Information**

**Company Name**

Downham Market Town Council

Trading Name (if different to above)

Companies House Number (if applicable)

Registered Address 15 PARADISE ROAD DOWNHAM MARKET PE38 9HS

Telephone Number 01366 387770

VAT Number 168 1666 79

Website downhammarkettowncouncil.org.uk

**D-U-N-S Number**

**Contact Details**

Contact Name ELAINE OLIVER

Position Held TOWN CLERK

Telephone Number 01366 387770

Email Address info@downhammarket.co.uk

**Invoice Contact Information**

Name ELAINE OLIVER

Position Held TOWN CLERK

Telephone Number 01366 387770

Invoice Postal Address 15 PARADISE ROAD DOWNHAM MARKET PE38 9HS

Invoice Email Address info@downhammarket.co.uk

\* Authorised Signature Elaine M. Oliver

**RJ Lifts Office Use Only**

Account Code (Xero) \_\_\_\_\_

Contract Type

Account Manager

Service Agreement YES / NO SA

Commencement Date

**D-U-N-S Check**

**Comments**



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