

Service Department Terms of Business (Automatic Systems)

1.0 DEFINITIONS

- 1.1 THE SERVICE PROVIDER means ATG Access Ltd.
- 1.2 THE CLIENT means the person, company or organisation with which the Service Provider is in contract for the execution of the Works and all those for which the Client is responsible or over which it has control.
- 1.3 THE PMT means Planned Maintenance Tasks.
- 1.4 THE WORKS means the work subject of the contract between the Service Provider and the Client.

2.0 CONDITIONS UNDERPINNING THE PROVISION OF SERVICE

- 2.1 The client must supply Electrical power where applicable.
- 2.2 The Service Provider is responsible for providing a replacement engineer if the Client's regular engineer is not available.
- 2.3 The PMT must be reviewed prior to a session commencement.
- 2.4 It is the Client's responsibility to ensure the PMT is completed to their satisfaction.

3.0 PAYMENT

- 3.1 Payment must be made by direct debit, debit/credit card, direct transfer or cheque. A 3% processing charge applies for all card transactions.
- 3.2 Our payment terms are on receipt of invoice although allowances can be made to this proviso (a maximum of thirty days grace may be granted in such circumstances - subject to credit checks and suitable credit references).
- 3.3 Failure to pay will terminate the "Call out" agreement.
- 3.4 A call out which results in a "No fault found" (NFF) will still result in a call out charge.
- 3.5 Title does not pass until goods paid in full.

4.0 CANCELLATION

- 4.1 The Client can change the fundamentals of their Preventative Maintenance service (frequency, dates, times etc) by giving at least 5 working days notice in writing, before their next visit.
- 4.2 Cancellation of a planned visit will need 24 hours notice to the Service Provider.
- 4.3 The Client may terminate the service contract with the Service Provider by giving no less than 3 months' notice in writing specifying the last service date. The Client must also pay to the Service Provider any amounts due under this agreement.
- 4.4 The Service Provider reserves the right to terminate a service with immediate effect due to non-payment.

5.0 CLAIMS AND INSURANCE

- 5.1 The Service Provider has full public and employer's liability cover. Any query or claims regarding the service provided must be made to the Service Provider (for the attention of the Company Secretary) within 24 hours by telephone or within 48 hours in writing subsequent to the completed service. No claims can be made against the Service Provider after the above time limits. The Service Provider shall indemnify the Client against any liability for injury or damage to any person or any property when caused by its negligence or that of its agents or servants, subject to the following restrictions. The Service Provider's liability for damage shall not exceed £5,000,000 for any one event, or £5,000,000 for the aggregate of all events related to, or arising from the same Works.
- 5.2 The Service Provider shall not be liable for indirect or consequential loss arising from such injury or damage.
- 5.3 The Service Provider must have the opportunity to rectify any problems arising as a result of its work. If the Client is indeed dissatisfied with the work carried out by The Service Provider personnel, then The Service Provider's operatives must be allowed to return to redo the job free of charge in the first instance.

6.0 WARRANTY

- 6.1 We offer 12 months warranty, the period following completion of the Works on all parts. A return to base policy is operated using our Return Materials Authorisation (RMA) process. All labour has a 3 month warranty. The Service Provider will repair the Works (except for Induction Loops) at no cost to the purchaser with the exception that damage or fault caused by misuse or physical abuse will be repaired only at the Client's cost. The Warranty does not cover:
 - Misuse.
 - Fair Wear and Tear.
 - Vandalism.
 - Incorrect Use.
 - Non-compliance with the Service Providers installation instructions.

6.2 Exclusion from Warranty include:

- The Service Provider shall be under no obligation to provide any of the above services to any item, if repair or parts replacement is required because of accident or causes other than normal use.
- Maintenance service does not include electrical supplies or painting or re-finishing the equipment.
- Vandalism, vehicular impact, any forces, terrorism, acts of nature outside the control of The Service Provider.
- Any damage to the inductive loops used by the bollard systems.
- Consumable items i.e. Lamps, oil etc.

7.0 HOURS OF WORK

- 7.1 Unless otherwise specifically noted in a Quotation or Confirmation Order all prices offered by The Service Provider and all programme periods are based upon working hours being between 8.30am and 5.00pm Monday to Friday only (excluding Bank or Statutory holidays, Company specific shutdowns and Training Days). In the event that The Service Provider works outside these hours, by reason of agreement to a request in writing, or as a necessary consequence of any act or default by the Purchaser, or of any person, firm or organisation not employed by The Service Provider, then the additional costs thereby incurred by The Service Provider shall be added to the Contract Price and paid to The Service Provider by the Client.

8.0 ACCESS TO SITE / BOLLARDS

- 8.1 It is the Client's responsibility to allow the Service Provider's engineer(s) full access to the bollard system(s), bollards, control cabinet(s) and traffic indicators. The Service Provider's engineer(s) will need to be able to park their vehicle in front of the bollards or control system during the repair / servicing, should this access be refused then an abortive call will be raised. It is the responsibility of the Client to provide a valid parking space /facility for the Service Provider's engineer(s). If during the Works any parking tickets are given to the Service Provider's vehicles accessing the system the cost of these parking tickets will be passed on to the Client with any additional administration charges.

9.0 TECHNICAL SUPPORT

- 9.1 All systems come with a comprehensive manual.
- 9.2 The Service Provider offers, for supply only installations, a free of charge 10 minute telephone support facility.
- 9.3 Hints & Tips are available @ www.atgaccess.com.

10.0 ROLLING CONTRACT

- 10.1 The Service Provider fully supports all systems in the field, once a contract is established the Service Provider will, subject to reasonable price reviews, treat all contracts as rolling annual agreements.
- 10.2 Please see cancellation period above.
- 10.3 The Service Provider reserves the right to revise scope and cover, depending on the condition or age of an installation.

11.0 AFTER CANCELLATION OF THE SERVICE

- 11.1 By entering into a Service Agreement with The Service Provider, the Client agrees that after the termination of the Service Agreement they will not hire or use any employee provided by a present or past engineer introduced to the Client by The Service Provider.

12.0 VALUE ADDED TAX

- 12.1 All process, rates, fees and costs quoted by the Service Provider are exclusive of VAT; all such prices etc to be paid by the Client to the Service Provider will be increased by the addition of VAT calculated at the appropriate rate.

13.0 COPYRIGHT

- 13.1 The Service Provider owns the copyright in information, drawings, specifications and other documentation prepared by it for the execution of The Works. The Client shall not without the previous consent of The Service Provider disclose to a third party or use the said documentation for any purpose than the execution of the works or the operation of the goods supplied.

14.0 PROPER LAW

- 14.1 By ordering any service provided by The Service Provider by telephone, e-mail, fax or the website (www.atgaccess.com), the Client agrees to be bound by these Terms of Business. These conditions and all other terms of contract shall be governed and construed in accordance with the laws of England.