



Service Contract Terms & Conditions

BBCS Limited service contracts are designed to maintain your equipment to the highest possible standard. Correct maintenance and servicing will prolong the life of your equipment, ensure that the equipment is safe to use and save time and wasted resources caused by equipment breakdowns.

1. Definitions

- 1.1 'Normal working hours' are between 8.30am and 5.00pm Monday to Friday, excluding Bank Holidays and Public Holidays.
- 1.2 'Contract' - the agreement for the servicing of equipment, signed by both parties and incorporating these terms and conditions and any other conditions specified by us in writing.
- 1.3 'Contract Level' - a Bronze, Silver, Gold or Platinum Contract as selected by you.
- 1.4 'Our Charge Rate' - our relevant charges in force and notified to you either in writing or verbally.
- 1.5 'Our Engineer' - an engineer, sub-contractor or agent approved by us.
- 1.6 'WE / US' - B.B.C.S. Limited, (registered in England, registration number 4994605).
- 1.7 'You' - the customer named in all correspondence.

2. Scope of This Contract

- 2.1 This contract does not apply to services connected to the equipment, such as installations of water, electric, gas, chemicals etc. Should any such equipment or installation be considered at any time to be unsafe in the reasonable opinion of our engineer our obligations under this contract shall cease until the condition is rectified to our satisfaction.

Contracts do not cover the following:

Repair or reinstatement of services to building

De-installation and re-installation of equipment to allow for works to be carried out on site

Extraction or make up air input systems

Gas Interlock or Gas Interlock Proving systems

Blocked drains (either internal to equipment or building services)

Workshop repairs when the equipment cannot be worked on in situ due to space limitations and or danger to you the customer

Any replacement parts free of charge

Repairs to mains gas pipework, mains gas pipework testing or certification

Repairs to electrical installation and wiring systems, testing or certification of wiring systems

Repairs or servicing to external water softeners, softening plants, carbon treatment units not listed in our contract proposal

- 2.2 Any modification of the equipment required by statute or statutory regulation shall be at your expense, and will be charged at our standard charge rates.
- 2.3 In the event of a machine breakdown, we will endeavour to repair the machine within a reasonable timescale.

3. Bronze Contract

- 3.1 In the event of a machine breakdown, we will endeavour to repair the machine within a reasonable timescale.
- 3.2 We will carry out the number of service visits agreed with you.
- 3.3 Service visits will only be carried out during normal working hours as defined at 1.1, outside of these hours an extra charge will be applied.
- 3.4 We will provide you with a written report on each machine, after each service visit is completed.

- 3.5 Following each service visit, estimates will be raised for any repairs deemed necessary. These will be charged for separately at our standard rates in force.
- 3.6 Any estimates raised for repair will have a callout charge applied at our standard rate, in the event of multiple estimates being authorised (more than one) at one time these call out charges will be reduced if repairs can be completed in a single visit to site, a call out charge will be applied for each visit to site.
- 3.7 Where an inspection is required by an insurer, our engineers' time will be charged at our standard charge rates.
- 3.8 Either party may terminate the contract upon the renewal date or by giving 30 days notice in writing, a cancellation charge may apply see 7.4.
- 3.9 Any complaints concerning the delivery of this contract should be submitted to us in writing; in the event that a contract is cancelled due to breach of contract by us cancellation charges may be waived.
- 3.10 Any service visits which cannot be completed as arranged due to factors beyond our control will not be refunded.
- 3.11 BBCS Limited is not responsible for the loss of any products or services related to a refrigeration fault however caused.
- 3.12 Warranty on labour is limited to a maximum of three months from the date of repair, as stated at 8.3 the warranty given on spare parts will be limited to that given by the manufacturer

4. Labour Inclusive Contracts (Silver, Gold, Platinum)

- 4.1 In the event of a machine breakdown, we will endeavour to repair the machine within a reasonable timescale.
- 4.2 We will carry out the number of service visits agreed with you.
- 4.3 Service visits and breakdown calls will only be attended during normal working hours as defined at 1.1, outside of these hours an extra charge will be applied.
- 4.4 Labour charges on breakdown calls will be covered by this contract, unless the breakdown is deemed to be caused by misuse, vandalism, operator error, external services or lime scale or any of the exclusions listed at 2.1
- 4.5 Transportation of parts to specialist repair agents for repair or refurbishment and labour charges by such third party repair agents are not covered by this contract, any such costs incurred by BBCS Ltd will be re-charged to you.
- 4.6 Repairs needed to be carried out on contract appliances where a repair has been attempted by others will be charged in full at our standard charge rates.
- 4.7 Replacement of contract appliance(s) with same or similar specification or model should be notified to us in writing, if we deem the appliance(s) are fit to be taken onto contract at the first call out or service visit a repair estimate will be submitted as stated at 4.10
- 4.8 Call outs where we are unable to isolate any mains services in order to repair an appliance will be charged at our standard charge rates.
- 4.9 We will provide you with a written report on each machine, after each service visit is completed.
- 4.10 Following the first service visit, estimates will be raised for any repairs deemed necessary in order to bring the machine up to a serviceable standard, these will be fully charged at our standard rates in force.
- 4.11 Any estimates raised for repair following the first service visit will have a callout charge applied at our standard rate, in the event of multiple estimates being authorised (more than one) at one time these call out charges will be reduced if repairs can be completed in a single visit to site, a call out charge will be applied for each visit to site.
- 4.12 You may choose not to authorise repair estimates submitted following the first service visit. In this instance you accept that labour charges at our standard rates will be applied if we are required to rectify identified faults at any time during the contract period; or we are required to carry out any other repair which is necessary due to an identified fault not being rectified following the initial visit.
- 4.13 Where an inspection is required by an insurer, this maybe arranged to coincide with a service visit, at any other time this will be charged at our normal charge rates.
- 4.14 Either party may terminate the contract upon the renewal date or by giving 30 days notice in writing, a cancellation charge may apply, see 7.4.
- 4.15 Any complaints concerning the delivery of this contract should be submitted to us in writing; in the event that a contract is cancelled due to breach of contract by us cancellation charges may be

waived.

- 4.16 Any service visits which cannot be completed as arranged due to factors beyond our control will not be refunded.
- 4.17 BBCS Limited is not responsible for the loss of any products or services related to a refrigeration fault however caused.
- 4.18 Fridge coils will be cleaned and sanitised fully during every service visit, faults relating to blocked refrigeration coils between service visits will only be cleaned one further time free of charge, thereafter our standard charges will apply.
- 4.19 Warranty on labour is limited to a maximum of three months from the date of repair, as stated at 8.3 the warranty given on spare parts will be limited to that given by the manufacturer
- 4.20 Servicing or labour to repair external water softening devices which are connected to a contract appliance are not covered unless they are listed in our contract proposal
- 4.21 Any labour resulting from the failure of connected water softening devices which cause a contract appliance to fail will be subject to our standard charges
- 4.22 BBCS limited is not responsible or liable for any repairs either parts or labour to any contract appliances where connected water softening devices have either failed in operation or are exhausted. Where replacement filters are required you the customer are responsible for ensuring that filters are exchanged.

5. Lapsed Contracts

- 5.1 In the event of a labour inclusive service contract lapsing for more than 90 days, following the first service visit after the contract is re-instated; BBCS Limited reserves the right to apply clauses 4.10 and 4.11

6. Weekend Cover

- 6.1 Working hours' are between 8.30am and 5.00pm Saturday and Sunday, including Bank Holidays and Public Holidays.
- 6.2 All service calls should be made to our usual office number and will be relayed to our on call engineer
- 6.3 Gold and Platinum customers are eligible to receive service calls between our normal "Weekend" hours as per 1.0, Calls answered and or attended after this time are at the discretion of our engineer and will be fully chargeable at our out of hours rates.
- 6.4 The ordering of spare parts not held on vehicle stock cannot be carried out until the next available working day

7. Price and Payment

- 7.1 VAT is payable on all amounts due.
- 7.2 Where a credit account is established BBCS Limited will determine the amount of the credit limit and reserves the right to make adjustments to the credit limit, including the removal of any credit limit at its absolute discretion.
- 7.3 Where a credit account is held full payment of all charges is due within 30 days of the invoice date, unless a payment schedule has been agreed in writing.
- 7.4 Where no credit facility is agreed payment will be required on a pro-forma basis.
- 7.5 Payments made by credit card will be subject to a 2.5% processing fee.
- 7.6 All replacement parts fitted remain our property until paid for in full.
- 7.7 Should any contract be cancelled before the expiry date or in years 2 or 3 of extended contracts a cancellation fee of 35% of the remaining value of the contract will be applied.
- 7.8 Should you not wish us to carry out any work for which an estimate has been submitted, you will be charged for our engineers' time spent inspecting the equipment at our normal charge rates.
- 7.9 We reserve the right to charge for abortive calls at our standard rates.
- 7.10 BBCS Limited reserves the right to charge interest and administration fees for overdue payments beyond terms, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

8. Replacement Parts

- 8.1 All replacement parts supplied or fitted by us will be manufacturers branded parts or those of the original manufacturer of the component. Where these are not available we will use alternative parts which we consider to be suitable. If parts for an appliance become obsolete you will be informed in writing and the appliance may be removed from contract as per 8.2.
- 8.2 Our inability to supply replacement parts will not be considered a breach of this contract, but will entitle you to cancel your contract on the affected appliance only by giving us 30 days notice in writing.
- 8.3 Guarantee given on spare parts will be limited to that given by the manufacturer.
- 8.4 When necessary we will arrange delivery of replacement parts to your premises. Safekeeping of the delivery will be your responsibility.
- 8.5 All parts remain the property of BBCS Limited until paid for in full, you authorise by non-payment for any parts fitted to be removed

9. Your Obligations

- 9.1 You agree to be responsible for the day to day cleaning of the equipment and its immediate surroundings.
- 9.2 You are responsible for the upkeep and routine maintenance of all mains services. We will not incur any obligations or liability as a result of any failure or fluctuation in the mains services.
- 9.3 You are responsible for providing information relating to the use of the equipment by your employees.
- 9.4 Relocation of the equipment should only be carried out by or in accordance with the recommendations of our engineer. Any remedial work required due to relocation of equipment by others will be fully chargeable at our standard charge rates.

10. Liability

- 10.1 We shall not be liable for death or personal injury, except for any attributable to our negligence.
- 10.2 We do not accept liability for any damage or loss caused by a variation to the services which are connected to the equipment or by any appliances which are connected to the equipment.
- 10.3 We do not accept liability for any damage or loss caused by the use of defective materials.

11. Force Majeure

- 11.1 We shall not be liable for any default due to any circumstance beyond our reasonable control including, but not limited to, acts of god, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply or failure to deliver by our suppliers.

12. General

- 12.1 The headings in these conditions are for ease of reference only and shall not affect the interpretation of any of the conditions.
- 12.2 Each of the parties agrees that save in respect of statements made fraudulently, it shall have no remedy in respect of any untrue statement upon which it relied in entering this agreement and that its only remedies shall be for breach of contract.

13. Governing Law and Jurisdiction

- 13.1 The laws of England and Wales shall govern this agreement and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

14. Rights of the consumer

- 14.1 Nothing in these terms and conditions shall affect the statutory rights of a consumer.