

ORDER FOR MAINTENANCE SERVICES FOR:

Rosas Thai Café Earlham St

Contents	2
1. Summary.....	3-6
2. Terms and Conditions of Maintenance.....	7-12
3. Contract Cover.....	12
4. Contract Management.....	13-14
5. Callout Charges.....	15
6. Schedule of Maintenance Services.....	16-17

1. Summary.

The following document describes in detail our proposals for the **Planned Preventative Maintenance** of HVAC building services located at:

The extent of equipment to be covered by the proposed contract would be as detailed in the various **Schedules** and the extent of the maintenance visits would be as per our **Planned Preventative Maintenance Planner** based on manufacturers recommended service interval and the demands of the particular restaurant.

When programming the visits by our engineers we take into consideration restaurants operating needs. We always endeavour to arrange the intended date and time of the service visit in advance with the restaurant and ensure that our service engineers minimise disruption to food preparation and/or trading. We understand fully the nature of the restaurant industry and therefore work as efficiently as possible, to allow operational staff to continue unhindered.

During the first, and subsequent, routine maintenance visits, our engineers will check the operation of the plant and/or condition of the property and any defects found would be reported to you, together with an estimate of costs for remedial works, where appropriate.

Unless otherwise stated works would be carried out during normal working hours.

Details of this proposal and the services it includes are as specified in **Appendix 1 Scheduled Maintenance Services**

We will provide a **dedicated mobile engineer** for the contract with additional support from other mobile engineers within the area.

At all times our engineers will present themselves in a clean and tidy manner and are recognisable in their Chapman Ventilation livery, in addition they should have all the necessary tools and test instruments to carry out the schedule maintenance tasks.

Order for Maintenance Services	
This order is placed subject to and with the intention of incorporating the Order for Maintenance Services, Terms and Conditions of Maintenance and the Appendices which are appended hereto.	
Title of Contract:	Ref:
HVAC, ESP, UV	
For: Rosas Earlham St	
Date: TBC	
Scope of Maintenance Services:	
Works covered under HVAC service	
Air Conditioning	
<ul style="list-style-type: none"> • Clean evaporator filters • Clean facias and grilles • Clean and test condensate and internal lift pumps • Brush condenser coil and removing debris • Visual check of electrical connections • Test system can be safely isolated by means fitted • Test running of system • Check all refrigerant gas fittings for signs of oil or gas leaks • Complete indirect F-Gas check and complete F-Gas paperwork as required (annually) • Log any issues and report. 	
Supply AHU	
<ul style="list-style-type: none"> • Clean and / or replace filters • Replace motor belts (if required – ie: if RHF yes, direct drive no) • Visual check of motor and motor mountings • Test system can be safely isolated by means fitted • Log any issues and report • Test system for operation (this does not include any gas checks, as this would be covered under a gas service) 	
Toilet and General Extract	
<ul style="list-style-type: none"> • Check operation of extract fan • Wipe down grilles • Test system can be safely isolated by means fitted • Log any issues and report 	
Continued...	

Over Door Heaters

- Clean all filters and grilles
- Clean heater housing
- Visual check all electrical connections and crimped terminals are tight and are in good condition
- Test system can be safely isolated by means fitted
- Log any issues and report
- Test system for operation

Kitchen Extract

- Check condition of baffle filters, report any damage or signs of poor cleaning
- Check canopy for signs of grease leaks, report leaks and location
- Check all lights are working, report if not
- Check air flow through the canopy
- Check operation of extract fan and settings of any speed controls and record
- Visual check of electrical connections
- Test system can be safely isolated by means fitted
- Test system is interlocked with gas shut off
- Replace motor belts if required
- Check bearings and drive shafts (where applicable)
- Log any issues and report

Electrical Controls

- Visual check of HVAC control panel
- Check internal cooling fan
- Clean any dust and debris from internal of control board
- Visual check of lamps
- Test system can be safely isolated by means fitted
- Log any issues and report

** Above is subject to time constraints and access to equipment**

ESP and UV

(most works are completed over night)

- Remove cells
- Degrease and clean cells (replace periodically or as required)
- Deep clean ESP box
- Clean insulator and ball catches
- Replace clean cells
- Log any issues and report
- Remove UV rack
- Deep clean UV reflectors
- Clean UV lamps
- Change lamps as required (extra costs which are quoted)
- Visual check of cables
- Test operation of system (due to overnight works we cannot test systems where they are isolated from the control panel)

Property or Properties at which the Services are to be provided:

Rosas Thai Café – Earlham St

Order signed by

Madison Harrigan

Maintenance Manager

For and on behalf of
Chapman Ventilation Limited

Order signed by

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For and on behalf of

2. Terms and Conditions of Maintenance

1. Definitions

The following words and expressions shall have the following meanings in the Contract:

"Commencement Date" means the date for commencement of the Services as specified in the Order.

"Contract" means these terms and conditions, the Order and all appendices.

"Insolvency Event" means the bankruptcy, insolvency, liquidation, administration, administrative or other receivership, winding up or dissolution of any person, and any equivalent or analogous proceedings and any step taken for or with a view to any of the foregoing.

"Order" means the order for maintenance services to which these terms and conditions of maintenance are attached.

"Property" means the property stated in the Order and **"Properties"** shall be construed accordingly.

"Reactive Maintenance Services" means (if any) any reactive maintenance services required to correct a failure in a System at a Property from time to time and instructed by you to us under the terms of the Contract.

"Schedule of Rates" means the schedule of rates attached to the Contract at Appendix 2.

"Scheduled Maintenance Services" means (if any) the maintenance services included in Appendix 1 to these terms and conditions.

"Services" means the Scheduled Maintenance Services (if any) and the Reactive Maintenance Services (if any) as may be required of us pursuant to the Contract.

"System" means the HVAC system at the relevant Property.

"we" means Chapman Ventilation Limited (company number: 06273275) whose registered office is at 15-20 Woodfield Road, Welwyn Garden City, Hertfordshire, AL7 1JQ.

"Working Hours" means 8am to 5pm Monday to Friday (excluding bank holidays).

"you" means the person or entity as named in the Order.

2. Term

2.1 Our obligations under this Contract will begin on the Commencement Date.

2.2 This Contract is an annual maintenance contract starting on the Commencement Date and shall be automatically renewed each year unless terminated by either party on 3 months' written notice to the other party.

2.3 Either of us may give 3 months' written notice to the other at any time removing a Property or Properties from the scope of the Contract. Following the expiry of such 3 months' notice period we shall no longer be obliged to perform the Services for the Property or Properties specified in such written n

notice but each of our obligations in relation to the remaining Properties

2.4 shall continue unaffected.

3. The Services

3.1 We shall perform the Services at each Property with all the reasonable skill, care and diligence of a properly qualified and competent maintenance contractor and in a safe, efficient and professional manner and in accordance with all applicable statutory requirements and good industry practice.

3.2 You may from time to time request that we perform the Services at a new

property not listed in the Order and following your request we shall confirm whether we agree to perform the Services at such property. If we agree to perform the Services at such property that property shall become a "Property" for the purposes of the Contract and these terms and conditions of maintenance shall apply to such Services at that Property.

4. Scheduled Maintenance Services

If required pursuant to the Order, we shall perform the Scheduled Maintenance Services at each relevant Property in accordance within the timeframes and frequency specified in Appendix 1 to the Contract.

5. Reactive Maintenance Services

5.1 If required pursuant to the Order, we shall undertake the Reactive Maintenance Services requested by you in accordance with the Contract.

5.2 If you require Reactive Maintenance Services you shall either:

- (a) notify us by phone or in writing that you require Reactive Maintenance Services, specify the Property at which the Reactive Maintenance Services are required and instruct us to carry out the Reactive Maintenance Services at that Property prior to preparing a proposal. Any instructions by telephone shall be confirmed by us to you by email as soon as reasonably practicable; or
- (b) notify us by phone or in writing that you require Reactive Maintenance Services specifying the Property at

which the Reactive Maintenance Services are

required and request us to prepare a proposal prior to the commencement of such Reactive Maintenance Services at that Property.

5.3 If clause 5.3(b) applies:

- (a) we shall prepare and supply to you our proposal in respect of those Reactive Maintenance Services at that Property including the price for such Reactive Maintenance Services according to the prevailing market rates from time to time and including details of the required labour, materials and other services;
- (b) you shall confirm to us whether you accept our proposal or whether you have comments on our proposal and for the avoidance of doubt we shall not be obliged to carry out the
- (c) Reactive Maintenance Services until we receive your written confirmation that our proposal (as may have been amended in discussions between us) has been accepted.

5.4 We shall use reasonable endeavours to carry out the Reactive Maintenance

5.5 Services at the relevant Property as soon as reasonably practicable after receipt of any instruction from you requesting such Reactive Maintenance Services at that Property.

At any time prior to you issuing us an instruction to undertake any Reactive Maintenance Services you shall be entitled to appoint a third party to undertake the Reactive Maintenance Services.

6. Your obligations

6.1 You shall provide us with access at all reasonable times to (and shall permit us to provide our subcontractors and employees with access to) the relevant Property for the purposes of performing the Services contemplated under the Contract.

6.2 To the extent that the Services fall within the scope of the Construction (Design and Management) Regulations 2015 you shall perform all obligations of the client and appoint the principal designer.

7. The fee and payment of the fee

7.1 In consideration of the performance of the Scheduled Maintenance Services at each relevant Property you shall pay us the relevant fee calculated in accordance with the Schedule of Rates.

7.2 In consideration of the performance of the Reactive Maintenance Services you shall pay us either:

(a) where such Reactive Maintenance Services at a Property are instructed under clause 5.3(a) the actual cost of such Reactive Maintenance Services at that Property based on the prevailing market rates from time to time and including

(b)

(c) the cost of the required labour, materials and other services; or

(d) where such Reactive Maintenance Services at a Property are instructed under clauses 5.3(b) and 5.4, the amount stated in our proposal (as may have been amended in discussions between us) for those Reactive Maintenance Services at that Property;

and in each case you agree that the amount payable will vary depending on whether we undertake the Reactive Maintenance Services during Working Hours or outside of Working Hours.

7.3 We shall be entitled to submit an invoice to you (setting out the amount we consider due and the basis on which that amount has been calculated) each month in respect of all Scheduled Maintenance Services performed at all Properties in the preceding month.

7.4 We shall be entitled to submit an invoice to you (setting out the amount we consider due and the basis on which that amount has been calculated) for each Reactive Maintenance Service on completion of that service.

7.5 Payment of each invoice submitted by us shall become due on the date of receipt by you of our invoice (the "**Payment Due Date**").

7.6 You shall not later than five (5) calendar days after the Payment Due Date give a notice to us specifying the sum that you consider due to us at the Payment Due Date and the basis on which that sum is calculated.

7.7

- The final date for payment by you in relation to each invoice shall be ten (10) days after the Payment Due Date (the "**Final Date for Payment**").
- 7.8 If no notice is given pursuant to clause 7.6, the amount to be paid by you, subject to any Pay Less Notice given under clause 7.9, shall be the amount specified in our invoice.
- 7.9 If you intend to pay less than the amount specified in our invoice you shall not later than five (5) calendar days before the Final Date for Payment give notice to us of such intention (a "**Pay Less Notice**"). Such Pay Less Notice shall specify the sum that you consider due on the date the notice is served and the basis on which that sum is calculated.
- 7.10 If you fail to pay us any amount due under this clause 7 by the Final Date for Payment (and you have not issued a Pay Less Notice in accordance with clause 7.9) we shall be entitled to suspend performance of any or all the Services on giving you 7 days' notice and charge interest on such overdue amount from the day after the Final Date for Payment until the date that such amount is paid to us at a rate of 5% above the Bank of England base rate.
8. Insurance
- 8.1 We shall take out and maintain any insurances required by law.
- 8.2 You shall take out and maintain all other insurances relating to the Services.
9. Termination
- 9.1 Either party may terminate the Contract on written notice pursuant to clause 2.2 or where the other party:
- (a) suffers an Insolvency Event;
 - (b) commits a material breach of the Contract and where such breach is capable of remedy the defaulting party fails to remedy such breach within 21 days of notice from the non-defaulting party specifying such breach and requiring its remedy; and/or
 - (c) the Services have delayed for a continuous period of 90 days due to an act, event or circumstance beyond the reasonable control of the parties.
- 9.2 If the Contract is terminated pursuant to clause 9.1:
- (a) you shall pay us for the Services performed at all Properties
 - (b) prior to the date of termination (but not paid for by you prior to the date of termination) and the cost of any goods and materials ordered prior to the date of termination for which we are legally bound to pay; and
 - (c) the non-defaulting party may recover from the defaulting party an amount equal to its reasonable and direct losses arising from the termination.
- 9.3 If the Contract is terminated pursuant to clause 2.3 in respect of a Property or selected Properties only then you shall pay us for the Services performed at the relevant Property or Properties specified in the notice of termination

9.4 prior to the date of termination (but not paid for by you prior to the date of termination) and the cost of any goods and materials ordered for Services to be performed at those Properties prior to the date of termination for which we are legally bound to pay.

10. Liability

10.1 Subject to clause 10.3, we shall not be liable (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any loss of profit or revenue, loss of production or downtime costs, loss of opportunity, loss of business, loss of contract or consequential or indirect loss.

10.2 Notwithstanding anything else contained in the Contract, our aggregate liability arising under or in connection with the Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for each 12 month period from the Commencement Date will be

limited to an amount equal to the amount paid by you to us in that 12 month period.

10.3 Our liability shall not be limited or excluded in respect of:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter which it would be illegal for us to exclude or to attempt to exclude our liability

11. Dispute Resolution

11.1 Either party may at any time refer any dispute or difference arising between the parties under, out of or in connection with the Contract to adjudication in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended).

11.2 The adjudicator shall be nominated by the President or Vice President of the BMFI.

12. Assignment and Sub-Contracting

12.1 Neither party shall assign the Contract without the consent of the other party (such consent not to be unreasonably withheld).

12.2 We shall be entitled to sub-contract the Services or any part of the Services without your consent.

13. Entire Agreement

13.1 The Contract sets out the entire agreement and understanding between the parties and supersedes all

prior agreements, understandings or arrangements (whether oral or written)

in respect of the subject matter of the Contract.

13.2 Each party acknowledges that it has entered into the Contract in reliance only on the representations, warranties, promises and terms expressly referred to in the Contract and, save as expressly set out in the Contract, neither party shall have any

13.3 liability in respect of any other representation, warranty or promise made prior to the date of the Contract unless it was made fraudulently.

14. Severance

To the extent that any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction that provision shall be deemed not to be a part of the Contract and such invalidity, illegality or unenforceability shall not affect the enforceability of the remainder of the Contract.

15. Third Party Rights

Nothing in the Contract is intended to confer on any person any right to enforce any term of the Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

16. Law and Jurisdiction

The Contract and any non-contractual claim or obligation arising out of, or in connection with it, shall be governed by, and construed in accordance with, English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts.

3. Contract cover.

This offer allows for the provision of the following:

- Planned preventative maintenance visits to equipment as described in the maintenance schedule
- 24 hours / 365 day emergency call out facility

The offer assumes the following:

- All equipment is in a fully operational and maintainable condition. A report would be provided within 60 days of the contract start date detailing any latent defects/repairs.
- Operation of the building services is during normal business hours i.e. 08.00 – 17.00 Mon-Fri excluding Public Holidays. (works out side theses hours could incur extra charges)
- We would not be responsible for any costs resulting from misuse, vandalism or accidental damage unless caused by representative of Chapman Ventilation Limited.
- Non-moving parts such as pipe work, ductwork or fixed wiring are excluded from this contract
- The kitchen staff clean the canopy baffle filters after each shift.
- Consumables are charged as an extra, unless stated.

4. Contract management.

Once you have signed up to a contract with Chapman Ventilation you will be appointed your own designated support team, this team will be your contact for all related issues to your sites. Your support team will be available between 07:00 and 17:30 Monday to Friday, however they will be available for escalated issues via our “out of hours” manager if required.

All call-outs and additional works are logged on the system thus ensuring all jobs are properly monitored and completed on time.

Having entered all the relevant contract information onto the system it is utilised to provide documentation and review the contracts as follows:

4.1. Documentation

Should we be awarded the Contract we would compile full documentation as follows:

a. Site Registration.

Each individual site will be entered onto our in-house maintenance system where it will be given a unique reference number.

b. PPM Schedule.

A detailed **PPM Schedule** would be drawn up to identify which item of equipment would be serviced and the type of service it would receive, e.g. monthly, quarterly, half-yearly or annual.

The maintenance system would schedule all PMV's in the form of a planner and would be used to confirm maintenance visits are completed on time. The system will also identify breakdowns, repairs and call outs, creating a complete log of our works to your site.

The maintenance system also provides a quick visual review of the progress of all works as well as identifying equipment with recurring problems thus prompting further investigation and recommendations.

c. Contract Information.

Every contracted client will be entered onto our maintenance system which will contain all relevant data regarding the contract. Key item information consists of:

- PPM Schedule.
- PPM Reports.
- Call-out Reports
- Repair Reports
- Equipment Schedule
- Operating and Maintenance Instructions

4.2. Internal Review Meetings.

Regular internal reviews would be held involving the members of the management team and the site engineers. The review would cover the following:

- Confirmation of maintenance visits
- Confirmation of works undertaken
- Confirmation of call outs/response times
- Confirmation of faults/repairs
- Analysis of faults to identify trends
- Recommendations for future equipment replacement

4.3 Site Review Meetings.

We would suggest holding regular site review meetings between the client's representative and a senior member of your Chapman Ventilation support team. The frequency of the meetings would be arranged to suit the client and the type of contract however, we would strongly recommend this is carried out at least annually. Information would be provided on the following:

- Confirmation of maintenance visits
- Confirmation of works undertaken
- Confirmation of call outs/response times
- Confirmation of faults/repairs
- Analysis of faults to identify trends
- Recommendations for future equipment replacement/repairs

We feel that applying the above systems with regular reviews would be the best way to ensure that all planned preventative maintenance was carried out correctly and that recurring faults were identified as early as possible. This should ensure that the Client obtains the best possible service and life from their equipment and property and also budget for replacement or repairs in a controlled manner.

5. Call out charges.

Chapman Ventilation Reactive Call out Charge Rates for contracted clients:

Band A: £185.00 Arrival Inc. 1st Hour (£45 per hour after)

B: £245.00 Arrival Inc. 1st Hour (£55 per hour after)

Band A: Monday – Friday 08:00 – 17:00

B: Monday – Friday 17:00 – 08:00

All day Saturday, Sundays and Bank holidays

To report any fault please call our 24/7 helpdesk on: **01707 372 858**

Alternatively, non-urgent calls can be sent via email to: helpdesk@chapmanventilation.co.uk

When calling the Help Desk, please give the following information:

- Your Name, Trading company & Contact telephone number
- Nature of the fault
- The severity of the fault

All calls during business hours will be taken by head office in Welwyn Garden City. The call will be handled by our in house administration team and logged on our system.

The call out will then be assigned to the relevant Chapman Ventilation engineer covering that area.

Outside of normal working hours all calls will be picked up by our “Out Of Hours” Team. The administrator will take the details and pass the call to the relevant on call Engineer.

Appendix 1

Schedule of Rates/Maintenance Services

Discipline	Restaurant	Client	Address	Post Code	Visits	Client Price Per Visit	Parts per visit	Client Annual cost
HVAC	Rosas Thai Café	Rosas Thai Café	Earlham St		2	£290.00		£580.00
ESP	Rosas Thai Café	Rosas Thai Café	Earlham St		4	£340.00		£1,360.00
UV Systems	Rosas Thai Café	Rosas Thai Café	Earlham St		4	£20.00		£80.00
UV Annual Lamp Change	Rosas Thai Café	Rosas Thai Café	Earlham St		1	£750.00		£750.00

We are pleased to offer this maintenance proposal for your consideration. Planned maintenance will be carried out on the equipment and property in accordance with the enclosed schedules. Any malfunctions or damage would be reported to you together with associated costs of repair.

Unless stated otherwise our proposals are based on the following:

- Spare parts & repairs chargeable
- 24 Hour Call Out Facility, Call outs chargeable at rate above
- Extra visits other than the enclosed schedule will be charged on a per visit basis.

Our price for the full attached PMV schedule is £2770.00+ Parts and VAT per year. The attached charge rate sheet is subject to the Chapman Ventilation Terms and Conditions of Maintenance. Should the above offer be acceptable to you please sign and return the Order for Maintenance Services form.

Madison Harrigan
Maintenance Manager