

Terms and Conditions

Extent of the Contract:

Bells Power Services Ltd will be responsible for the maintenance and the resolution of fault clearances of the equipment as specified and listed within our Agreement. To guarantee adequate service and maintenance, Bells Power Services Ltd will provide the necessary qualified & trained personnel with complete documentation, instruments, and tools.

Intervention Time:

Bells Power Services Ltd will resolve the requested fault clearance intervention within the emergency response time option detailed in our offer letter.

Bells Power Services Ltd will meet the response time indicated but will not be held responsible for delays outside of the reasonable control of Bells Power Services Ltd

Excluded Services:

The following services are not covered under this contract and will be invoiced separately after their execution:

- Maintenance, Repair or Fault clearance on electrical installations, accessories, additional equipment, or machines outside of the equipment delivered by Bells Power Services Ltd and listed in our offer letter.
- Maintenance, Repair or Fault clearance after incidents caused by external short circuits, improper manipulation of the controls, negligence of the environmental conditions (such as insufficient ventilation, etc), fire, theft, water, and other causes beyond the control of Bells Power Services Ltd
- Maintenance, Repair or Fault clearance after incidents that could have been rectified by scheduled maintenance, on or around the due date, which could have been prevented if the maintenance had been undertaken but was delayed by others.
- An intervention requested by the customer to modify the system will be carried out after acceptance of Bells Power Services Ltd cost estimation only. It will be invoiced separately after the execution.

Definitions of Service and Working Hours:

The contract services will be undertaken during normal working hours, from Monday to Friday excluding public holidays, unless the option for 'out of hours' service is taken out at the time of the order, as detailed in our offer letter.

Requests for service visits, particularly those out of normal hours, should not be considered fixed or acceptable until confirmed by Bells Power Services Ltd.

Executions:

- As far as possible, the maintenance will be executed at approximately equal intervals each year. Bells Power Services Ltd will confirm to the customer in writing by e-mail the schedule for this maintenance.
- The customer must keep the system fully at disposal for the scheduled preventive maintenance works and allow a power down of part of the system if necessary. On redundant parallel systems the load can be continuously supplied, and the preventive maintenance work can be done on one unit at a time.
- If during a preventative maintenance work, important parts for the equipment operation are recommended they be replaced, and the customer declines to replace them, then any repair intervention during the period between this maintenance work and the next maintenance schedule, caused by failure of one of these parts, will be invoiced separately outside of the contract conditions.

Tests:

During the scheduled preventative maintenance works, the customer if possible, should provide the opportunity to test the system on its normal load (computer system, emergency lighting, process control, etc) to monitor its performance.

Where a load bank option is taken, the system is to be tested on load bank.



Safety Instructions:

The customer has, for safety reasons, to provide a competent person on site. This person must undertake the necessary manipulations on the different distribution boards and must be able to carry out the necessary safety procedures.

The customer has the responsibility for the different manipulations, outside of those provided by Bells Power Services Ltd equipment and for the installation/building protocols overall.

Fees:

The fees & durations of the contract are listed on our offer letter.

The following is a summary of the contract cover.

Included (if 24hr call out cover taken out):

Around the clock service support 24/7, 365 days per year.

Telephone 'Helpdesk' support

Availability of an engineer to respond in an emergency within the response time applicable.

Labour & travel associated with the annual Preventative Maintenance visit(s)

Reduction from list price on spares & labour rates.

Service Material – if Silver/Gold options taken up

Not included:

The spare parts for the maintenance and repair works

Call out cover for third party works

Labour & Travel during any emergency call out(s), this is charged at the current rate.

Labour and travel for works not subject to the conditions of the contract.

Additional Manufacturers Costs:

In the event of manufacturers being invited to site to either assess or repair any equipment under a current, valid contract, their costs will be charged in addition to those required by Bells Power Services Ltd.

Price Validity

The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the buyer.

Miscellaneous:

Other travel & living expense: Cost +50% (Supported by VAT invoices, copies available upon request)

Fees for Waiting Time:

If for any reason beyond the control of Bells Power Services Ltd the maintenance work cannot begin on the scheduled arrival of the technicians, Bells Power Services Ltd will be entitled to invoice all costs incurred as a result of the delay, based upon the fees detailed herein.

Special Agreements:

Special agreements on different prices, particularly for spare parts should be contracted in writing before the order placement.

Minimum Order Charge (MOC):

A minimum order value charge of £ 50.00 is valid on all orders.

A minimum call out charge of 4hrs shall apply where an engineer attends site.

Replacement parts/works can be added to an existing order and will not incur a surcharge. In these cases, where possible, parts will not incur a shipping charge.



Cancellation Charges:

Our service engineers are pre-booked at your site in advance of any visit; therefore, if agreed service visits are cancelled, we reserve the right to make a charge for the disruption to our schedules.

Charges would be based upon our allocated labour element associated with the planned work, as per the table below.

Days Notice	Engineer's Allocated		
	1	2	3+
<1	100%	100%	100%
1-2	50%	75%	75%
3-5	25%	50%	50%

All materials purchased for a specific task, and which could not be reasonably used elsewhere or would cause us to incur further costs in re-stocking shall be charged in full should the works be cancelled.

Contracts can be cancelled at any time, subject to 3 months written notice. Charges for the 'expired' part of the contract will be based on the work completed to date, in the case of preventative maintenance visits, parts used, etc, together with a pro-rata element based on actual call-outs and/or ability to call out engineers where no call out has taken place.

Cancellation charges will never be more than the full contract price.

Consumables:

Consumable items are excluded from the contract and are therefore additional costs.

Initial inspection:

Bells Power Services Ltd reserves the right, before the commencement of the contract, to an inspection of the equipment to ensure that no major defects exist prior to the initial service visit. Where no inspection takes place Bells Power Services Ltd may reasonably assume that all equipment is fully operational; however, all defects found in our first maintenance inspection may then be excluded from this contract.

Health and safety policy:

The maintenance service shall be carried out by Bells Power Services Ltd with full and proper regard to safety and in compliance with the Health and Safety at Work Act.

Services will also be performed within the terms of the Bells Power Group Health and Safety Guidelines which are available upon request.

Acceptance and continuation of the service contract is contingent upon the existence of a safe environment in which to perform the work.

Change of Location:

The rates within this contract are valid only if the system is operating where it was initially installed.

Terms of Payment:

The annual fees will be invoiced at the beginning of the contract period. Fees for ad-hoc services and any further parts will be invoiced following performance of the services. Payment of all invoices will be due 30 days from the date of issue.

Liabilities:

Bells Power Services Ltd shall not be liable in respect of claims arising from any consequential damages. Example, but not limited to:

Loss of income or third-party claims,

Any accident caused by the customer's improper installations or for incidents on site beyond the reasonable control of Bells Power Services Ltd. Spare parts must be fitted by a Bells Power Services Ltd or manufacturer certified engineer to ensure warranty is maintained.

Court of Arbitration & Applicable Law:

This contract shall be governed & interpreted exclusively according to English Law. This contract constitutes the entire understanding between the parties & supersedes any prior representations or arrangements relating to the subject matter of this contract.

