

Planned Service Contract

1st January 2010 – 31st December 2010

- 1 This Agreement is between:
- “Minden”** Minden Systems Limited
12 Rutherford Close, Drayton Fields
Daventry, Northants NN11 8XW
- “Customer”** «Customer»
«Address1» «Location» «Town» «County» «Postcode»
- Contact: «Contact» Position: «Position»

MINDEN DUST EXTRACTION SYSTEM:

Model: «System» Serial No: «Ser_No»
«Sys2» «Ser2»
«Sys3» «Sys3»

Planned Service Price: «Price»

2. **“Equipment”** This agreement covers the above dust extraction equipment which will be serviced **ONCE** during the contract year
- 3 **“Term”** This agreement covers a period of 1 calendar year and will be updated by letter each subsequent year.
- 4 **“Routine Maintenance”** During the term, Minden will provide the Customer with a maintenance service for the Equipment consisting of routine maintenance of the equipment in accordance with the Schedule.

Routine Maintenance will be conducted during daytime working hours Monday – Friday 8.30 – 5pm (excluding Public Holidays)
- 5 **“Planned Service Price”** The Planned Service Price includes travel and labour. **Parts will be charged extra.**
- 7 **“Breakdown Cover”** If the customer reports a breakdown or malfunction of the equipment, Minden will use its best endeavours to effect repair as speedily as possible – priority will be given to contract customers.
- 8 **“Breakdown Cover Charge”** The Breakdown Call out Charge will be charged to the Customer at £95 for the first hour on site and an hourly rate of £45.00 thereafter – plus parts. (+VAT)

- 9.1 The customer will:
- 9.1.1 At all times keep the Equipment in the environmental conditions recommended by Minden.
 - 9.1.2 Use the Equipment only in accordance with such instructions and recommendations relating to the care and operation of the Equipment as may be issued by Minden or as may from time to time be advised by Minden; and
 - 9.1.3 Not allow any person other than Minden's representative to adjust, maintain, repair, replace or remove any part of the Equipment without written consent of Minden.
- 9.2. The Customer will ensure that Minden's representatives have full and free access to the Equipment and to any records of its use kept by the Customer to enable Minden to carry out its duties.
- 9.3 The Customer will provide Minden with such information concerning the Equipment, its application, use, location and environment as Minden may reasonably request to enable it to carry out its duties.
- 9.4 The Customer will take all such steps as may be necessary to ensure the safety of any of Minden's representatives who visit any premises of the customer.
- 10 Minden's responsibility under this Agreement is limited to the Equipment and does not apply to any defect or malfunction which is due to faulty materials or workmanship which in Minden's opinion has arisen as a result of:
- 10.1 Electrical supply and apparatus external to the Equipment;
 - 10.2 Any error or omission relating to the operating of the Equipment;
 - 10.3 Any modifications, adjustment or repair to the Equipment made by a third party without the written consent of Minden;
 - 10.4 The subjection of the Equipment by the Customer to unusual physical or electrical stress, the neglect or misuse of the Equipment or any failure or fluctuation of electrical power, air conditioning, humidity control or other environmental controls;
 - 10.5 Any other cause (except fair wear and tear) which is not due to the neglect or default of Minden.
- 11 If during inspection, or when completing the Routine Maintenance or Breakdown visits, replacement components or parts are required, the sanction of the Customer will be obtained before fitting these and they and the cost of fitting them will be charged to the Customer.
- 12 Minden will not be in breach of this Agreement or otherwise liable to the Customer for any delay in performance or non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to forces outside the control of Minden of which it has been notified to the customer and the time for the performance of such obligations shall be extended accordingly.

Signed for on behalf of Minden Systems Ltd:



Position:Les Brooker...Director.....

Date:01/01/2010.....

CUSTOMER COPY