

Service Contract Agreement

AN AGREEMENT BETWEEN T.V.S. (Hereafter referred to as the company) of the **one part**

And

Date _____

(Hereafter referred to as the user) of the **other part.**

1 (a) This contract will cover the machines listed in the schedule for a minimum period of 12 months from the commencement date of the contract.

(b) This contract can be defined as providing repair and maintenance to machines as specified in the schedule within a reasonable period of time from notification. This service will be available during the company's normal working week and normal working hours of 08.30 and 18.00.

(c) All parts used in the repair of, or maintaining of the machines will be supplied by the company free of charge, provided the wear or damage is caused by fair wear and tear under normal use.

(d) The following are not covered under the terms of this contract and we reserve the right to charge for such service calls at our normal rates and terms current at the time.

- (1) Parts damaged or service calls made as a result of vandalism, manhandling, theft or attempted theft.
- (2) Parts damaged or service calls made as a result of the use of incorrect or unsuitable ingredient.
- (3) Parts damaged or service calls made as a result of the use of incorrect, foreign, badly damaged or spurious coins.
- (4) Parts damaged or service calls made as a result of operator / hygiene component loss or damage and / or replacement.
- (5) Refrigeration repairs to compressor or gas on units over 3 years old.
- (6) Water scale damage if TVS water filter systems are not used or maintained by TVS.

2 The Company agree:-

That upon receipt of a completed copy of this document plus receipt of the appropriate payment, to provide the user with the following service:-

On site emergency breakdown service as per paragraph 1, including all travelling, labour and materials free of charge except as per paragraph 1 (d).

3 The agreement does not include the following services:-

- (a) Adjustment to beverage dispenser following a change of beverage ingredients dispensed, unless agreed by the company.
- (b) Adjustment to food or snack vendors following a change in size, shape or weight of items to be vended.
- (c) Changes of vend prices, or changes to the range of coins accepted.
- (d) Cleaning and/or sanitising of machine due to lack of performance by users staff in carrying out the cleaning routines or faults caused by negligence on the part of the user's staff.
- (e) Routine changing of gas bottles, lights and water filters or any routine which is the responsibility of the user staff.

Date _____

4 Charges

During the minimum period of this maintenance contract the total maintenance charge for the machines listed in the schedule will be £ _____ (plus vat at the current rate).

Terms:- The first charge must be paid in advance on the signing hereof and each subsequent charge must be paid in advance upon invoice, yearly.

5 This contract is not transferable unless agreed in writing by both parties.**6 In consideration of the forgoing the user agrees:-**

- (a) To allow the company's service staff free access to the machines at all reasonable times.
- (b) To allow master locks to be fitted where deemed necessary by the company for ease of access to machines, carried out at the companies expense.
- (c) To clean and sanitise the machines to the satisfaction of the environmental health officer and in compliance with the Health and Safety at Works act.
- (d) To absolve the company of any liability for the failure to perform the obligation if such failure is caused by force majeure, fire, storm, war, civil disorder or any other circumstances beyond control of either party.
- (e) To absolve the company from any loss of the users stock and/or revenue from the machines, howsoever caused.

The schedule of goods covered by this contract are as per appendix A.

The commencement date of this agreement is:-

I/We have read the agreement and agree to the terms therein.

Signed for the user _____ Position _____

Signed for the company _____ Position MANAGER _____