

## **SOURCE ENERGY TERMS AND CONDITIONS OF MAINTENANCE SERVICES**

1. SCOPE OF SERVICES
  1. Repair and maintenance services for heat pump and associated water tanks confirmed within the separate Schedule.
  2. Exclusions: Any materials supplied, and works completed, by third parties.
2. DURATION
  1. The Agreement (Contract) is for an initial 12 month period from a commencement date. It will then renew annually unless terminated. See clause 9.
3. PAYMENT
  1. Bronze/Silver/Gold service:
    1. Payment will be made by the client annually in advance or by quarterly in advance invoice.
    2. All maintenance services completed outside of the warranty period or outside of the scope of the warranty will be invoiced on completion. Payment is due on date of completion of work.
    3. Maintenance services will not be provided where customer payments are in arrears.
    4. All prices exclude VAT and will be charged at the prevailing rate at time of invoice.
  2. Non-contract service:
    1. Payment is due on date of completion of work.
4. MAINTENANCE SERVICES
  1. Emergency fault definition:
    1. No hot water.
    2. No heating during peak heating season. This is defined as 1<sup>st</sup> October to 31<sup>st</sup> March.
    3. Major leak within plant room.
  2. Contract Service:
    1. One annual health check inspection and service will be completed during each 12 month period.
    2. For older systems the annual health check will be carried out at the start of the contract. Any pre-existing maintenance issues will be resolved and charged at the standard non-contract labour rate.
    3. All non-emergency maintenance will be completed during normal weekday working hours.
  4. Bronze
    1. Maintenance services via telephone and on-site engineer shall operate weekdays between 9am and 4pm excluding public holidays.
  5. Silver
    1. Maintenance services via telephone and on-site engineer shall operate weekdays between 9am and 4pm excluding public holidays.
    2. Emergency next day on-site engineer will be provided for emergency fault calls received by 1pm.
  6. Gold
    1. Maintenance services via telephone and on-site engineer shall operate weekdays between 9am and 4pm.
    2. Emergency next day on-site engineer will be provided for emergency fault calls received by 1pm.
    3. Weekend/public holiday maintenance services will be completed between 9am and 4pm.
  7. All maintenance services completed outside of the warranty period or outside of the scope of the warranty will be charged at the contracted hourly engineering

- rate.
- 8. All parts supplied outside of the warranty period or outside of the scope of the warranty will be chargeable.
- 9. Travel to site is included within the call out fee.
- 3. Non-contract service:
  - 1. All maintenance services will be completed during normal weekday working hours.
  - 2. All fault calls will be responded to on a best endeavor basis
  - 3. All maintenance services completed outside of the warranty period or outside of the scope of the warranty will be charged at the prevailing rate.
- 5. STANDARD OF SERVICES
  - 1. All maintenance services will be delivered by competent engineers with the relevant experience, manufacturer and industry technical accreditation.
- 6. REPORTS
  - 1. Maintenance Services:
    - 1. A Service Report will be completed by the engineer that details the work completed, time taken and charges if applicable. The Client will sign the form to accept the work has been completed. A copy will be left with the client. Where the Client is unavailable the engineer will state this and a copy of the report will be forwarded to the client.
- 7. SPARE PARTS
  - 1. SOURCE ENERGY Ltd will hold a supply of general spares, but may be required to obtain additional parts from the manufacturer before a repair can be completed.
- 8. LIABILITY
  - 1. SOURCE ENERGY LTD shall not be liable for any indirect or consequential losses arising from the provision of the Services, including without limitation any delays, loss of use or loss of profits.
- 9. TERMINATION
  - 1. The Client has the right to terminate at any time after the initial 12 month period, providing 3 months written notice.
  - 2. The Client has the right to terminate if the Contractor commits a breach of contract.
  - 3. SOURCE ENERGY LTD has the right to terminate if the Client is overdue in making payment, providing 1 months written notice.
  - 4. Each party can terminate in the event of the others insolvency.
- 10. ASSIGNMENT AND SUBLETTING
  - 1. The contract is not assignable.