



Your Lift Maintenance Contract

Cardiff Lift Company
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Whatever your lift needs, We Are Here To Help



**24 Hours a Day
7 Days a Week
365 Days a Year**



Lift Service & Maintenance



Lift Repairs



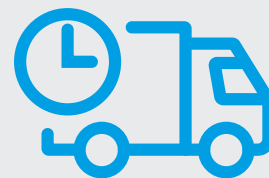
**Refurbishment
Modernisation**



**24 Hour Breakdown
Service**



**NVQ Level 4 - Technicians
NVQ Level 3 - Engineers**



**GPS Monitored Fleet to
enable a swift response.**

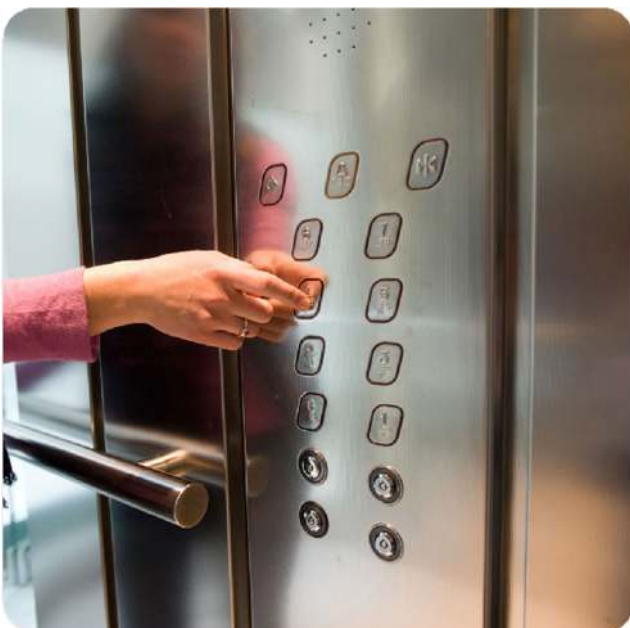
Company Profile

Cardiff Lift Company was founded as a family-owned business in 1969 by the late John Patterson and his wife Glenys Patterson. It was formed as an independent Maintenance Company initially serving the South Wales Region.

Throughout these years Cardiff Lift Company has continued to expand its Maintenance portfolio, which now includes South, Mid and West Wales as well as the Avon and South West regions of England, providing all categories of Maintenance regimes, Refurbishments, Repairs and Breakdowns.

Cardiff Lift Company provides a professional, quality assured, 24hr/365-day service, ensuring our customer's transport needs are safely and reliably met.

In 1985, following a move to a 6000sq ft factory in the Cardiff Bay area, Cardiff Lift Company became Wales' only Lift Manufacturing Company providing bespoke designed Service Lifts.



The success of the Service Lifts created a demand for custom designed Lifts of all types, including:

- Passenger
- Goods
- Bed
- Scenic
- Platform
- Bespoke
- Car

These varied from compact Passenger Lifts to 7000Kg fully automatic Goods Lifts of either Electric Traction or Electro Hydraulic Drive types.

Cardiff Lift Company offer a Nationwide Installation service, appointing an 'In House' Installation team, we ensure continuity from placement of order to handover.

In 1999, driven by demand and to enable further expansion, Cardiff Lift Company acquired a 17,000sq ft factory on the outskirts of Cardiff, which was opened by the world-renowned Welsh and British Lions International rugby player Scott Gibbs along with Cardiff RFC and Welsh International rugby player Andy Booth.

To this day, over 54 years since Cardiff Lift Company was founded, it is still a family run business. We have second and third generations working within the business, with the same priorities as the original founders, John and Glenys, to maintain all the family traditions and values they led with of giving quality service to all our customers.

Quality

Since the turn of the millennium Cardiff Lift Company has not only become Wales' only lift manufacturing company, it was also one of the first independent lift companies to achieve full compliance with the European Lift Directive 95/16/EC. This ensures from design, manufacture, installation and commissioning, Cardiff Lift Company is able to provide high quality lifts incorporating the latest technology and features, in total compliance with current safety and legislative requirements.

To ensure the quality of our products and the safety of both our employees and customers, Cardiff Lift Company has become a full ISO 9001 certified company, an accredited member of Avetta, Bureau Veritas, Construction Line, CHAS, SMAS, SSIP as well as being a 14001 Environmental Certified Company. We also are an A45001 Health & Safety Certified company and a member of LEIA - The Lift and Escalator Industry Association.

Cardiff Lift Company is the solution

Cardiff Lift Company can offer a regular lift maintenance programme, a rapid breakdown service and any repair option which may be required. These services can not only improve the reliability of your lift, they can also extend the working life and optimise your lift's performance.

Customer Care

Cardiff Lift Company is committed to ensuring our Customer Care team are available to discuss and advise on any aspect relating to our products and services.

Accreditations and Trade Associations



Some of the more technical wording we use in our contracts along with a brief explanation of what each means:



Maintenance consumables

These are the small items we use to keep your lift in good working order, such as fuses, lubricants or cleaning equipment. These are normally included in your contract fee.



Parts

These fall in to two categories; Minor and Major parts. Minor parts are small, generic items that are quick to replace such as relays, door rollers, shoes and catches that your engineer can carry in their van. Major parts include the larger electronic, electrical and mechanical parts that make up the brains and heart of the lift.



Planned maintenance

This forms the basis of all our contracts and is the most common reason for an engineer's visit. All work is carried out by our NVQ Level 3 qualified engineers, ensuring safety, reliability and confidence in your lift operation. The frequency of visits will depend on the type and condition of your lift.



Communication

Our engineers carry PDA's to receive their work, record completion of maintenance tasks, repair visits and provide recommendations for improvements. We will send you a copy of their worksheet to your nominated email address.



Callout attendance

We provide the peace of mind that when something is not quite right, whether morning, noon or night you can call and rely on Cardiff Lift Company to help 24 hours a day, seven days a week. You can opt to include this in your annual contract fee or pay for each attendance as you require – either way, you will always be assured of our finest service.



Rates

These are the rates that we will apply if work falls outside of your chosen contract cover. You can find more details in clause 13 of our Terms and Conditions.



Out of normal working hours

Our engineers normally work Monday to Friday between 8:00am and 17:00pm, but we provide full emergency cover for trapped passengers and unsafe situations outside of these times.

1. Maintenance Contract Plans

Maintenance contract plans:	Annual fee excluding VAT	Select option	Planned maintenance and consumables	Attendance to callouts <i>(Included within the contract price)</i>		Parts <i>(see clause 13 for exclusions)</i>
				Mon-Fri, 08:00-17:00	All call outs included 24/7 including Bank Holidays	
Bronze	£.....		✓	✗	✗	✗
Silver	£.....		✓	✓	✗	✗
Gold <i>(parts and Labour up to £500)</i>	£.....		✓	✓	✗	✓
Platinum <i>(parts and Labour up to £500)</i>	£.....		✓	✓	✓	✓
Warranty	£.....		✓	✓	✗	✓
6 Monthly LOLER Inspection	£.....		✗	✗	✗	✗

✓ Included in annual fee ✗ Excluded from annual fee, item is chargeable

2. Equipment Details

Lift name / manufacture / location etc	Contract Type	Planned Maintenance visits p/a	Annual Fee Ex VAT

Equipment Details *(continued)*.

Lift name / manufacture / location	Contract Type	Planned Maintenance visits p/a	Annual Fee Ex Vat

3. Rates

Where work is excluded from the contract, the following rates will apply.

Rate Type	Normal Working Hours Mon-Fri, 08:00-17:00	Out of normal working hours: Mon-Fri, 17:00-23.59 and Saturdays 06:00-23.59	All other times, Sunday and Bank Holidays
Travel time to/from site	£75 + vat per hour	£112.50 + vat per hour	£150 + vat per hour
Callout Fee	£75 + vat	£112.50 + vat	£150 + vat
Hourly Charge	£75 + vat per hour	£112.50 + vat per hour	£150 + vat per hour
Technician	£112.50 + vat per hour	£150 + vat per hour	POA
Repair Team	£112.50 + vat per hour	£150 + vat per hour	POA

Standard Terms and Conditions of Contract

1. Contract price adjustment

- The customer agrees to pay the price shown in the contract and the annual maintenance price will be fixed for the first year of the contract. The rates in table 3 are reviewed every April and October and may increase prior to the contract anniversary. The rates in table 3 are subject to change without notice and are available on request.
- The payment(s) quoted are based on costs current at the date of this Contract and may vary on the anniversary of the contract. Any increase shall be in accordance with the index figures issued by the Lift and Escalator Industry Association.
- The price will be subject to further variation in respect of any additional costs, taxes or other expenditure arising by virtue of any statute, regulations or orders issued by any Government departments or other duly constituted authority.
- Interest shall be paid on all overdue amounts from the date when payment was due until actually made in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- Payment terms are strictly 30 days net unless otherwise agreed in writing.

2. General liability

The Contractor will indemnify the Customer against direct damage to its property or the property of others and against death or injury to persons on the Customer's premises to the extent that such direct damage to property or death or injury has been caused by the Contractor's failure to carry out its obligations under the Contract or by the negligence and/or breach of statutory duty of the Contractor or of its servants or agents in and about the work which is the subject of this Contract, but not otherwise, by making good such damage to property or compensating personal injury.

The customer shall make every reasonable effort to facilitate the work to be carried out under this contract provided that:

- a) The Contractor's total liability for damage to the Customer's property (including damage caused by the Contractor's breach of contract, tort or breach of statutory duty) shall not exceed the cost of making good such damage but, in any event shall not exceed £500,000
- b) The Contractor shall not be liable to the Customer for any loss of profit or any other financial loss whether or not caused by the Contractor's breach of contract, tort, breach of statutory duty or otherwise.

The Contractor shall be under no liability for non-fulfilment of any obligation to the extent that this is prevented, frustrated or impeded as a consequence of any statutes, regulations or orders issued by any Government departments or other duly constituted authority or as a consequence of strikes, lock-outs, fire, explosion, theft, floods, riot, civil commotion, war, malicious damage, national or global pandemics or act of God or for any reasons beyond its control.

3. Visits

Whether included in the contract or not visits will be made as expeditiously as possible. No liability will be accepted for consequences of delay nor shall this invalidate the contract. Where monthly inspections are due, we reserve the right to attend the said due visit after 21 days from the last attendance which means there could be two visits in one calendar month.

4. Suspension

The Contractor shall have the right, on giving the Customer notice in writing (letter or email), to suspend any or all of its obligations in place under the Contract, without affecting the Customers obligation to pay the Contract Sum in any of the circumstances contained in Clause 5 and the Contractor shall be relieved of all liability under the Contract during suspension. On receipt of payment of all outstanding amounts the Contractor shall resume performance of the Contract.

5. Cancellation or termination

The contract shall remain in force for the initial contract term and thereafter continue to automatically renew from the renewal date for periods equal to one (1) year, unless cancelled in writing by either party not less than ninety (90) days prior to the renewal date. Provided that in addition to the provisions mentioned in Clause 2 hereof that the Contractor shall be relieved of all liability under this contract in any of the following circumstances:

- a) If the Customer fails to pay the Contractor any monies by the due date;
- b) Where the Contractor is prevented from performing any obligation by any cause beyond its control;
- c) Where, without the Contractor's prior written consent, any work upon the lift within the scope of this Contract is carried out by anyone other than the Contractor's servants or agents;
- d) Where, after written notice from the Contractor of the need for work or replacements to be carried out which are not included in this Contract, the Customer refuses or fails to carry out the said work and/or make the said replacement;
- e) Where, in the opinion of the Contractor, the lift is being unreasonably used by the Customer;
- f) The Customer makes a voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation or the Customer generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- g) Failure to comply with the health and safety provisions referred to in Clause 7 and in any of these circumstances, the Contractor may, by notice in writing, forthwith terminate this contract and thereupon shall cease to have any further liability whatsoever or be responsible for any further work.
- h) We are unable to refund any part contracts

Any notice given under this Contract shall be communicated sufficiently if sent by email or prepaid letter post addressed to either party or that party's agent at his registered office or last known address and shall be deemed to have been received at such time as it should have arrived in the ordinary course of post. Where either party is in breach of any material term of this Contract then, if the breach is not remedied within 30 days, the party not in breach may give notice in writing to terminate the Contract.

6. Immobilisation

If the Contractor is of the opinion that the lift is likely to cause injury or damage to property then it shall have the right, but not the obligation, to immobilise the lift temporarily and/or to take such other temporary measures as are in the circumstances necessary and reasonable providing that at the time or as soon thereafter as is practicable, the Contractor shall give a written notification to the Customer or the customer's representative, that the lift is in or is likely to be in such a condition.

No liability shall attach to the Contractor as a result of implementing the foregoing.

7. Operation

The Customer shall permit servants or agents of the Contractor to enter upon the premises aforesaid and shall make the said lift available to them at such time and for such periods as may be necessary for the performance of this Contract. The Customer shall ensure access/egress and working conditions that satisfy the requirements of the Health and Safety at Work Act and all other relevant legislation are in place.

8. Customer obligations

If the Customer becomes aware of any defect in or damage to the Equipment, this must be reported to the Contractor forthwith. The Customer shall make available the following services:

- a) An electricity supply meeting all applicable codes and not containing levels of interference, harmonic distortion or voltage or frequency variation that would cause damage to the Equipment or its malfunction.
- b) Environmental conditions which allow the proper operation of the Equipment and provide an acceptable working environment for the Contractor.
- c) That the Equipment is used in accordance with its original specification and that no material change is made in the use or usage, including the use of equipment for loads beyond which it has been certified.
- d) The Equipment is not subjected to accidental damage, nor is it misused, abused or vandalised.
- e) The Equipment is not exposed to water or other potentially damaging material; it is kept clean and that no act of omission by the Customer causes either the cost of or the ability to provide the Services to be adversely affected.

The Contractor shall not be liable in the event of not being able to carry out work as a result of the Customer's failure to provide the above services.

9. Insurance

This contract shall not in any way be construed as a contract for insurance.

10. Acceptance

- The contract is open for acceptance for thirty days from the date quoted on the contract.
- The client agrees that on issuing a purchase order or making payment our terms and conditions will apply. Terms and conditions on client purchase orders will not supersede the terms and conditions on this contract unless agreed in writing.

11. Legal construction

The Contract shall in all respects be construed and operate as an English contract and in conformity with English Law.

12. Third party rights

This Contract does not confer or purport to confer any benefit on any third party. In particular, rights that would otherwise arise in favour of third parties under the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

13. Exclusions and Other Terms

- a) Any work or replacement, repairing or finishing whatsoever of major parts, car enclosures, shaft enclosure, landing doors, door frames, casings, sills, main hoist ropes and sheaves/diverters or main wiring or anything caused by interruption to or variation in the incoming power supply.
- b) Cleaning of doors and bottom tracks, steps and car/shaft enclosures.
- c) Any work or replacement whatsoever caused other than by ordinary and reasonable use of the lift.
- d) Changes in working conditions of the lift.
- e) Modifications of technical features to comply with new statutory regulations.
- f) Major modules including but not limited to the complete controller, machine and gearbox, main hoist ropes and sheaves/diverters and the cylinder/piston and buried or sunken pipework for hydraulic lifts are excluded from the contract. All repairs where parts and labour are over the value of £500 are excluded and fully charged in its entirety.
- g) Any work required identified by Cardiff Lift Company by reason of the lift not being in a good and safe condition at the commencement of this contract or prior to and including the first service visit and defects reported on the first LOLER inspection report.
- h) Replacement of equipment, which has corroded due to age or atmospheric conditions has since become obsolete, at the end of its working life cycle (Normal wear and tear) and/or uneconomical to repair. Parts Cardiff Lift company deem serviceable.
- i) The thorough examinations and reports required under the Lifting Operations and Lifting Equipment Regulations 1998 and SAFed LG1 tests and LOLER examinations unless included for under 1. Maintenance contract plans
- j) Any work resulting from misuse, incorrect use or vandalism of the lift(s).
- k) The contract price does not include the uploading documents to client specific portals. All paperwork will be sent by Cardiff Lift Company's current procedure which can change without notice.

l) The contract price does not include costs for completing client forms, joining client specific trade associations, waiting time for permits, time spent carrying out site inductions etc. Cardiff Lift Company reserves the right to charge an administration fee for completing client paper work. Administration charges will be charged at our hourly rate plus vat. Cardiff Lift Company reserves the right to charge for any time lost in waiting for permits and site inductions.

m) If fitted the hands free autodialler unit maybe of the lift manufacturers own dedicated system which are programmed to call direct to the lift manufacturers own help desk and may not be reprogrammable. We strongly advise clients to check with their current lift maintenance provider before accepting this contract. We will advise on our service visit should this be the case. Replacement of open protocol systems are available at extra cost. If possible, reprogramming of the autodiallers will be carried out during the first planned service visit, if a special visit is required to program the autodialler this will be charged at our hourly rates.

n) On accepting this contract, the Client agrees that any terms and conditions on their purchase order will not supersede the terms and conditions stated on this contract unless agreed in writing.

14. Breakdowns And Repairs

Where attendance to breakdowns and repairs is included in the annual fee, this excludes breakdowns where the root cause is listed under clause 13. Where breakdowns, callouts and repairs have a limited value and the total value of the work falls within this limit there will be no charge unless the root cause falls under clause 13. Where the total value of works exceeds the limit then the works will be charged in its entirety. Where attendance to breakdowns and repairs are chargeable, we will charge travelling time at the prevailing hourly rate to site if during normal working hours and travelling time to and from site at the prevailing hourly rate if out of hours.

Notes



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