

REPAIR AND MAINTENANCE CONTRACT

MUNICIPAL EQUIPMENT

The Contract is made on 1st May 2019 between SCHMIDT UK LIMITED of Southgate Way, Orton Southgate, Peterborough, Cambs, PE2 6GP, England (hereinafter called "the Contractor") and Southampton City Council, Town Depot, Albert Road North, Southampton, SO14 5AT (hereinafter called "the Customer").

SPECIFIC CONDITIONS OF CONTRACT

1. EQUIPMENT

Details of the Equipment covered by this contract (hereinafter defined as "the Goods") are detailed in schedule 1 of this contract (hereinafter called 'the schedule'). The inclusion of additional goods is to be mutually agreed.

2. SCOPE

The Contractor shall maintain the Goods including routine periodic servicing, and the supply of normal service lubricants in line with manufacturer's recommendations based on contractual vehicle usage section 4.

Where workshop facilities are required for detailed repair and servicing, the customer will where possible make these available. (as per 3.3 General Terms and Conditions)

All goods covered by this contract must be fitted with a Schmidt approved 'Auto lube' or automation lubrication system.

The Contractor may, at the request of the Customer, carry out service or repairs which are not covered by this contract, in which case they will be charged for at the published contractor's rate.

Customer responsibilities-

- a. The customer is responsible for all daily/weekly maintenance both pre and post use as defined by the manufacturer.
- b. The machine will be made available at a mutually agreed time and location and will be cleaned thoroughly throughout.
- c. The customer will provide a safe, covered and enclosed work area
- d. The customer will inform ASUK 5 working days / 40 machine hours prior to a service being due and allow for the necessary time in the machine's workload for the service to be completed. The allowance should be ½ day for 50/300/600 hour services and 1 day for 900/2700 services.
- e. Any waiting time incurred due to non-availability of the machine for any reason will be charged back to the customer at the prevailing hourly labour rate.
- f. Faults with hour meters must be reported immediately and provision must be made to manually record all additional hours not recorded due to hour meter failure

Note: The given rate in the schedule is based on a minimum of 2 machines.

The charges under this contract are as detailed in schedule 1 and in line with Charge escalation, based on operator working hours of 30 per week per machine averaged over a three month period. Where the usage of any one machine exceeds 390 hours in any three month period, the contractor reserves the right to invoice the Customer at the contracted hourly rate surcharged by 25% the value of which will be given in the schedule.

4. CHARGES

Each item of Goods added to this contract and identified by its chassis number, will be subject to its terms for a specific period of time and will be detailed in schedule 1, commencing from its date of addition as detailed in schedule 1, unless previously terminated.(7.1)

3. PERIOD

- Fuel system failures due to contaminated or frozen fuel.
- Any supplementary equipment installed by the customer
- Paintwork / sign writing / chevrons and all other decals
- Washing / steam cleaning
- Nozzle components (for example rubbers / tyres / wheels / skids)
- Wear plates
- Battery
- Exhaust System
- Water jets
- Suction nozzle ducting
- Winder hose ducting
- Hopper tanks seals
- Upgrading and modification due to legislation change after contract commencement.
- Repairs required as a result of third party maintenance
- The use of none genuine parts
- Visits due to a lack of understanding of the operation of the machine and incorrect operation
- Aborted visits due to machine not being made available

The following are excluded (Cont)

- Daily and weekly maintenance as specified in the Operator's Manual.
- Faults arising for the misuse or abuse of the equipment
- Incorrect use of the equipment
- Failure to carry out daily / weekly checks and maintenance
- Tyres, puncture repairs, glass, bulbs, brushes and wiper blades
- The supply of lubricants, fuel, grease and antifreeze for topping up.
- Damage due to the use of oils and products not approved by the manufacturer.

The following are excluded from the contract and shall be the responsibility of the Customer.

5. PAYMENT

Charges are payable Monthly in advance. All outstanding invoices must be paid within 30 days or queried within 5 working days.

6. CHARGE ESCALATION

Upon the first and each subsequent anniversary of this agreement the Contractor reserves the right to vary the charges in accordance with any percentage variation in the Retail Price Index (as given in the Monthly Digest of Statistics published by the Central Statistical Office) over the preceding twelve months, such variations to be cumulative from year to year.

7. LOCATION

The location of each addition to the contract must be agreed by the contractor, as must any subsequent relocation.

8. CONDITIONS OF CONTRACT These Specific Conditions and the Contractor's General Conditions of Contract for Maintenance and Service Contracts (date of issue February 1999) shall apply. (attached)

