



Maintenance and Service Contract

Effective Date:

End Date:

Level: III



Swift

Catering Equipment Ltd

Client:

Address:



About Swift Catering Equipment

Established in 1981, Swift Catering Equipment has evolved into a catering equipment manufacturer, distributor, and service company, renowned throughout the trade for providing quality installations and support services. Our success is not achieved by chance; it is the result of concentrated work, realisation of ideas with the will and expertise of our professionalism is confirmed by our expanding client portfolio. Swift Catering Equipment is recognised as a Leading Provider of 'Complete Solutions' within the Catering Industry. Our designers have been tailoring customer's dreams and building or rebuilding industry facilities for years. Our comprehensive range of services from the initial discussions include, taking a client instruction or briefing, site surveys and evaluation, detailed design, equipment manufacture or procurement, to delivering and installing a fully equipped food service facility. Our ongoing service support, with the offer of a service maintenance agreement ensures the equipment is maintained to a high standard.

Service & Maintenance

Service is regarded as the most important aspect of our company policy. Our engineers attending site will be dressed in our company uniform and are trained to work in a safe and professional manner reducing any injury risk and reducing interference in the running of the kitchen whilst working tirelessly to 'first fix visit' a breakdown so your down time is at a minimum.

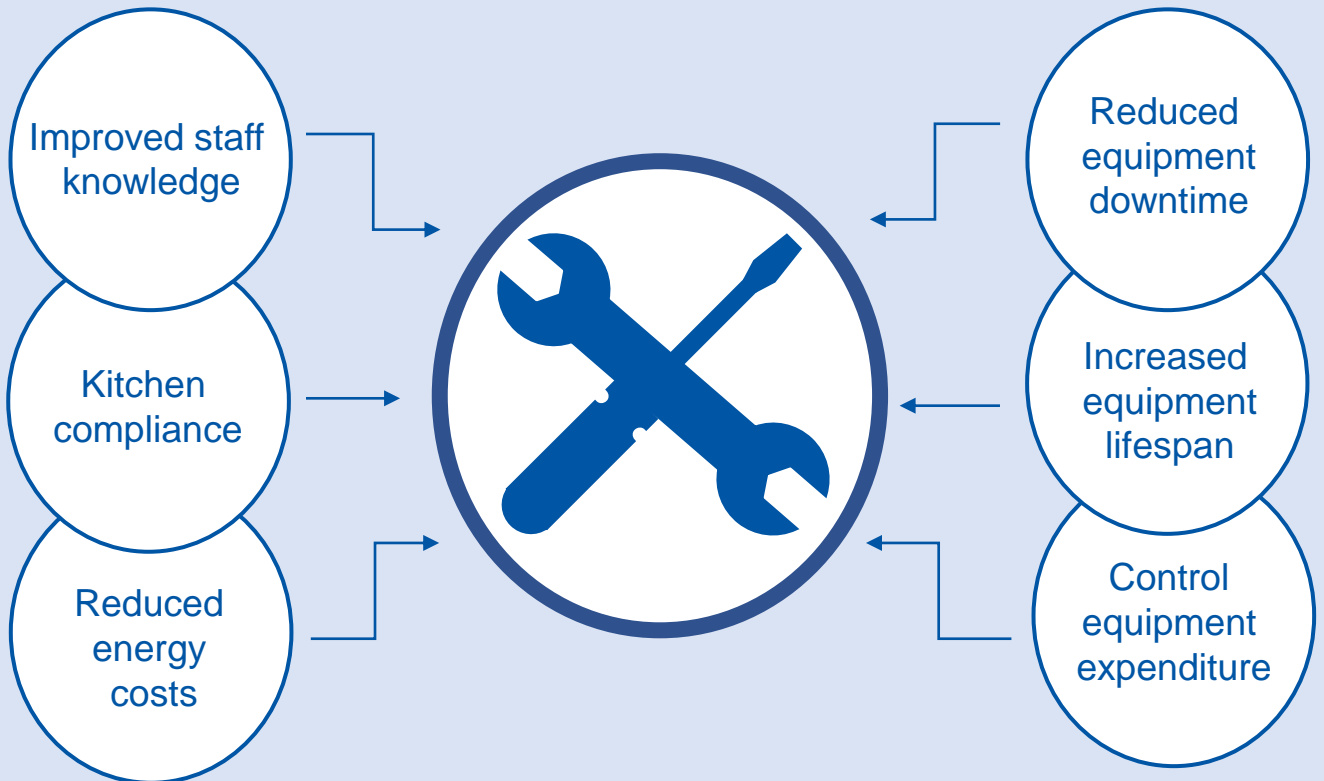
Our 'on phone' office service team will log your calls and organise engineers' site visits as soon as possible to reduce equipment down time. We may assess whether the call warrants a call out or if there is anything you could possibly do to rectify the situation.

Service Contracts & Planned Preventative Maintenance

Our preventative maintenance and service contracts have a variety of options to customise them to the needs within your kitchen. Swift offer an asset management and our after sales service is second to none as our engineers are factory trained by the relevant manufacturers and we are +F Gas registered, please see our certificates below.

Why your kitchen needs Preventative Maintenance
















Preventative maintenance saves you money by reducing equipment breakdowns and improving operating performance. It will also maintain both the safety and the energy efficiency rating of your equipment in accordance with the manufacturers guidelines. Pre-planning your maintenance before a busy period also helps to identify issues before they become a problem, keeping your kitchen running for when you need it most.



What plan is right for me?

Swift Catering maintenance service programmes are designed to keep your kitchen operational. So whether you have a new or existing kitchen, we have a plan to suite you.

The below service plans offer a range of options to suit your requirements and budget.



Type of Contract	Level 1	Level 2	Level 3
Summary	Gas cert & reactive maintenance	PPM, gas cert & reactive callout	Labour inclusive, gas cert & PPM
What's included?			
Yearly Gas Certificate & Maintenance Reports			
Recommendation on any remedial works			
Callout & labour charged on a reactive basis			
Maintenance visit on agreed equipment			
Callout & labour inclusive			
Priority over non-contract customer			
Duct cleaning	Optional via Sub-Contractor	Optional via Sub-Contractor	Optional via Sub-Contractor
Fire Suppression	Optional via Sub-Contractor	Optional via Sub-Contractor	Optional via Sub-Contractor
Grease trap	Optional via Sub-Contractor	Optional via Sub-Contractor	Optional via Sub-Contractor

Appendix 2

Labour will be charged **if** any avoidable calls such as scale and misuse at the below rates.

Attendance for any equipment not on the maintenance agreement.

Hourly rate is charged in 15 minute intervals with a minimum charge of the
First half hour.

Hours	Callout	Hourly Rate (chargeable in 15mins intervals)	
In Hours (Local)	£60.00	£52.00	
Non-Contract	£64.00	£64.00	
London – In Hours	£95.00	£60.00	
Non-Contract	£105.00	£70.00	

Maintenance and Service Contract

1. **THIS AGREEMENT** is made between Swift Catering Equipment Ltd (Contractor) 10 Braiswick Place, Laindon North Industrial Estate, Basildon Essex, SS15 6EB, and (Customer), WHEREBY IT IS AGREED as follows:-
 - (a) This agreement to provide the services at _____ will commence on _____ and remain in force for an initial term of 1 year until _____
 - (b) The Customer shall pay the Contract for the Level 3 Service:-
LEVEL 3 – TWO SERVICES A YEAR, INCLUSIVE OF LABOUR – Twice a year all equipment will be thoroughly checked by the Contractor’s engineers as part of the Planned Preventative Maintenance (“PPM”). With this service level there are no labour costs or call out charges.
 - (c) The Level 3 Services will be charged in the amount of £ _____ Per annum to be paid on receipt of invoice.
 - (d) Exclusions will be charged at the rates shown in Appendix 2.

2. **For its part THE CONTRACTOR will ensure that:-**
 - (a) Two routine maintenance service visits are made per annum by suitably trained and qualified engineers and an annual Gas Certification will be issued.
 - 1 the timing and dates of which will be agreed between the parties, those services to take place approximately 6 months apart.
 - 2 the services to be undertaken during normal working hours (8.30am-4.30pm Monday to Friday).
 - 3 this contract includes labour charges.
 - (b) To calibrate, adjust and service the equipment listed in as per Appendix 1 (Asset Schedule, separate document, to be added once Swift asset list is completed following first PPM), making minor repairs where necessary.
 - (c) Performing all statutory and legal compliance checks.
 - (d) Report sheets will be supplied (scans) following completion of the services.
 - (e) To report any noticeable parts which may fail between visits and any incident that may have caused such failure.
 - (f) Engineers and sub-contractors will adhere to the Customer’s and (Company) health and safety requirements as directed by induction.
 - (g) RAMS and SSOW documentation will be issued for breakdowns and service work at the commencement of the contract. Any remedial works requiring specific RAMS will be done on an ad hoc basis.
 - (h) Spare parts will be marked up by 10% on our manufacturers’ costs.

- (i) For any equipment that is deemed to be beyond economical repair, a like for like quotation will be sent to the appropriate individuals but alternative quotes may be sought.
 - (j) All equipment will be allocated an asset number and suitable stickers will be placed on equipment during the first service.
3. The following shall not be covered under this agreement and are therefore chargeable in these instances and will be charged at call out and hourly labour rates shown in Appendix 2.
- 4.
- (a) Emergency call outs for fault(s) found to be non-existent on arrival.
 - (b) Repairs necessary due to misuse, negligence, abuse or vandalism. This includes 'Acts of God'.
 - (c) Breakages of glass doors, tops, side panels etc. and light failure/breakage other than where such breakages are directly attributable to the actions of the Contractor.
 - (d) Cleaning equipment.
 - (e) Scale related problems.
 - (f) Weekend, bank holidays and out-of-hours work.
 - (g) Equipment not included in the asset schedule.
5. **For its part THE CUSTOMER will ensure that:-**
- (a) Free access is available to the equipment during normal working hours provided the appropriate notice is given of such visits and the relevant personnel have been booked onto site via the approved process. Also suitable parking is pre-arranged.

The company is absolved from any liability for consequential loss of any nature caused by parts or equipment failure, previous to or following on from breakdown or routine service visits, where it is proved the liability lies with a third party e.g. parts manufacturer.

6. **Equipment Schedule Changes:-**

- (a) The equipment listed in Appendix 1 may be changed from time to time during the Term.
- (b) Any equipment removed from site will be removed from the schedule.
- (c) Any new equipment that the Customer wishes to add to the schedule may be added following agreement between the parties.
- (d) Both parties agree to work in good faith to agree additional charges or reimbursements that may result from equipment changes.

7. Invoice & Payment:-

- (a) Payment for the Level 3 Service will be made on receipt of the Invoice.
- (b) Payment for additional reactive maintenance will be paid upon the presentation of a valid invoice, which must contain a valid Purchase Order Number issued by the Customer related to the job being invoiced.
- (c) All invoices will have VAT applied at the prevailing government rate.
- (d) Payments will be made by BACS and invoices shall become due for payment upon receiving the invoice.

8. Account Management:-

- (a) Both parties will nominate a representative who will manage the relationship
 - 1 (Customer name)
 - 2 Swift Catering – David Page
- (b) The representatives will meet regularly to review services

9. Advertising:-

- (a) The Contractor shall not, without the prior written consent of the Customer, advertise the fact that Contractor is providing the goods or services to the Customer, its Clients, or to any location at which Customer or its Clients conduct business
- (b) Display or otherwise use in advertising or marketing materials any name, logo, brand or picture of the Customer or its Clients, or relating to any location at which the Customer or its Clients conduct business.

10. Termination:-

- (a) Either Party may terminate this Agreement without liability by giving 6 months' notice to the other party provided that such notice shall not be given during the first 6 months of the initial Term.
- (b) In addition, without prejudice to any other rights or remedies to which it may be entitled, either party may by written notice to the other an without liability in the event that the other party;
 - 1 commits a material breach of its obligations (if the breach is capable of remedy) fails to remedy the same within 14 days after receipt of notice, or
 - 2 commits or suffers any act of insolvency or reorganisation of its financial affairs, however evidenced, including under section 123 or 268 of the Insolvency Act 1986 (as applicable).

11. Consequences of Termination:-

- (a) In the event that the Agreement is terminated by the Customer before the end of the term and the services described herein have been partially performed. The Contractor will be entitled to pro rata payment for services already performed, up to 30 days from receipt of termination.
- (b) In the event that the Agreement is terminated by the Contractor before the end of the Initial Term and excess payments have been made the Client will be entitled to a pro rata reimbursement of the advance charges paid within 30 days of received of termination

12. Liability:-

- (a) The Contractor will be liable for any damage or losses resulting from or caused by the Contractor whilst on the Customer of their Client's premises or working on the equipment. The Contractor shall take out and maintain industry standard liability insurance at its own expense and in accordance with usual industry standards to support its liabilities and obligations assumed under or arising in connection with this agreement. The Contractor shall provide evidence of such coverage, in the form of an insurance certificate, to the Customer upon receipt of a written request by the Customer. Nothing in this agreement shall limit the Contractor's liability for Death or Personal Injury.
- (b) The Contractor will maintain a Public Liability Insurance Policy cover of £10,000,000.

13. Force Majeure:-

Neither party shall be liable for any delay in or failure to perform its obligations if the delay or failure is caused by circumstance beyond the control of that party. The parties hereby agree that any delay in or failure to perform as a result of strike or dispute with its employees or permitted sub-contractors shall not constitute force majeure.

14. Confidentiality:-

The Parties agree that during the Initial Term and any subsequent extension period and after the end date of the agreement all information of any kind acquired in connection with the agreement confidential.

- 15.** The laws of England shall cover this agreement.



Cont...

16. Authority:-

By signing this Agreement, the signatories confirm that they have the actual authority necessary to enter into this Agreement.

Signed on behalf of the Customer

Name:.....

Signature:.....

Position:.....

Date:.....

Signed on behalf of the Contractor

Name: David Page

Signature: *David Page*

Position: Service Manager

Date:.....

Gas & Electrical Items – PPM Schedule

Electrical Check (where applicable)

- ✓ Check main control switches and cable contacts
- ✓ Check thermostats and adjust if necessary
- ✓ Check earth continuity and insulation
- ✓ Check lamps, indicator lights and fuses, renew as required
- ✓ Check motors and fans, clean
- ✓ Check internal wiring
- ✓ Check and clean pressure switches
- ✓ Check all switches
- ✓ Check for leaks and clean pumps
- ✓ Check plus and flexes

Gas Check (where applicable)

- ✓ Check gas tightness
- ✓ Check gas pressure
- ✓ Issue gas Certificate
- ✓ Check and examine burners, jets and adjust
- ✓ Check ventilation and make up air
- ✓ Check gas hose and safety chain
- ✓ Check FFD drop out time
- ✓ Check pilot lights
- ✓ Check thermocouple
- ✓ Check flue for operation
- ✓ Check heat exchanger for corrosion and report

General (where applicable)

- ✓ Check hard water, doors and seals
- ✓ Check safety valves
- ✓ Check drain for operation
- ✓ Check leaks
- ✓ Check all fitting are present and correct
- ✓ Check and clean all water strainers
- ✓ Vac out internal dust

Refrigeration – PPM Schedule

Standard Schedule Checklist

- ✓ Check condition of evaporator, clean fan blades and guards
- ✓ Clean condenser and check operation of fan motor
- ✓ Check drains are secure and clean
- ✓ Check condition of wiring
- ✓ Check operation of auto defrost system
- ✓ Check refrigeration system for correct charges and leaks
- ✓ Check security of fixtures and fasteners
- ✓ Record condition of gaskets
- ✓ Record operating temperature
- ✓ Record site conditions
- ✓ Perform earth continuity test
- ✓ Perform insulation resistance test
- ✓ Check supply voltage
- ✓ Check condition of all the shelves
- ✓ Check condition of legs and castors

Coldroom – additional checklist

- ✓ Leak test
- ✓ Check light switches and cabling
- ✓ Check internal release mechanism
- ✓ Check condition of panels, joints and sealing
- ✓ Record condition of strip curtain
- ✓ Record condition of shelving
- ✓ Check operation of P.R.V.
- ✓ Check drain line heaters

Ice Machine – additional checklist

- ✓ Descale, clean and sanitise system (optional)
- ✓ Check condition of waer pumps and filters
- ✓ Replace filter (optional)
- ✓ Check bin outlets
- ✓ Check condition of inlets and drain hose
- ✓ Check operation of condensate pump

Warewashing – PPM Schedule

Covers – Passthrough dishwasher, under counter, glass washers and rack machines

- ✓ Remove and clean filters
- ✓ Check all doors, hinges and handles
- ✓ Check elements
- ✓ Check tanks, drains and overflow
- ✓ Check pumps for leaks obstructions and rotation
- ✓ Check tank filling, water level (adjust if required)
- ✓ Check temperatures (adjust if required)
- ✓ Check internal chemical dosage pumps (adjust if required)
- ✓ Check detergent and rinse aid tubes, replace annually
- ✓ Check wash and rinse arms and nozzles (clean if required)
- ✓ Check terminations to contactors, lamps and relays
- ✓ Check conveyor mechanism, chain tension, lube and adjust if required
- ✓ Check door/hood safety switches and end stop
- ✓ Check extractors, dryer fans and dryer batteries
- ✓ Test operation and results
- ✓ Sanitise machine and descale wash tank if required
- ✓ Check curtains

Fire Suppression – PPM Schedule (Optional via Sub-Contractor)

The annual preventative maintenance visits will include the following where applicable:

- ✓ Remove the nitrogen cylinder and check weight
- ✓ Check the gasket for elasticity and cuts
- ✓ Check ansulex tanks. Must not exceed 3.8-5cm
- ✓ Examine threads on tank/collar nuts
- ✓ Inspect blow-off caps, replace if required
- ✓ Check all nozzles are free from grease
- ✓ Test link cut to test fusible link system
- ✓ Remove and replace fusible links
- ✓ Check operation of manual pull station
- ✓ Check clearance of clamping device base
- ✓ Accessories operating as intended
- ✓ Check for equipment amendments since last visit
- ✓ Tag complete and sticker visible

Combi Oven – PPM Schedule

General

- ✓ Unit software is up to date
- ✓ Check service or gas errors in history
- ✓ Check cabinet door, door glass and door settings
- ✓ All parts of the interior cabinet are undamaged and working
- ✓ Clean water/dirt from water drain
- ✓ Electrical safety checked

Water/Drain

- ✓ Water distribution leak tight, water entrance filter is clean and valves are working
- ✓ Pumps and connecting components are working and leak tight
- ✓ Every component of the control box is working and clean

Steam Generator

- ✓ Steam generator and every part is working
- ✓ Steam pipe to cooking cabinet and drain hose is functional

Electrical

- ✓ Electrical wiring faultless
- ✓ Steam heating and hot air heating are working

Control Panel

- ✓ Control panel is working and tight
- ✓ All control elements are undamaged and working

Exhaust Hood

- ✓ Air filter installed and clean
- ✓ Ultra vent is working

Care

- ✓ Unit is being cleaned with correct chemicals
- ✓ Check door gasket and filter

Grease Traps – PPM Schedule

The annual preventative maintenance visits will include the following where applicable:

- ✓ Emptying the unit with a wet vac
- ✓ Test all the major parts, seals, thermostats, connectors, wiper blades, etc and replace as necessary
- ✓ Refill the grease trap and test if the water is discharging freely
- ✓ Before and after photos will be carried out
- ✓ Carry out staff training
- ✓ List an problems or remedial work required
- ✓ Leave job sheet on site

Microwave – PPM Schedule

The annual preventative maintenance visits will include the following where applicable:

- ✓ Check insulation
- ✓ Check earth bond
- ✓ Check interlocking and safety switches
- ✓ Check guards fitted and serviceable
- ✓ Inspect cable carbon brushes centrifugal switches, motors and thermal overloads
- ✓ Check housings castings seals and gaskets covers free from damage
- ✓ Inspect elements and sealing wire
- ✓ Check lubrication
- ✓ Tools and attachments presents serviceable
- ✓ Load test

Duct Clean – PPM Schedule (Optional via Sub-Contractor)

The annual preventative maintenance visits will include the following where applicable

Physical

- ✓ Site survey to ascertain exact cleaning specification, risk assessment, micron measurement of pre-condition, photographs
- ✓ Cleaning service to at a time to suit you (including out of hours)
- ✓ Before and after photos
- ✓ Before and after micron readings
- ✓ Cleaning of canopy, filters, risers, ducting and terminal to ensure system is risk free of grease and fire

Management

- ✓ Managed through our asset management system
- ✓ Schematic drawing of the system
- ✓ Recommendation of cleaning frequency
- ✓ COSSH data

Regulatory

- ✓ Certificate for compliance/insurance purposes
- ✓ Full cleaning report to meet BESA and TR19 guidelines

Summary

To summarise, I hope we have covered all your requirements within the enclosed proposal.

Our primary focus is to help support your business and keep your commercial kitchen running effectively and add value to your business.

As with all of the team I will be on hand to discuss any questions or concerns you may have around the proposal or any of the details within this document.

I would like to say on behalf of the Swift team, thank you for allowing us the opportunity to provide our proposal.

Service Manager
Dave Page

Please see below our contact information:

Service manager

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