

	<b>Priority VIP – Platinum Contract</b> <small>REF: PKP081.1</small>	<b>Priority Level 1 Silver Contract</b> <small>REF: SKP081.1</small>	<b>Priority Level 2 NO CONTRACT</b>
<b>Call Out Rate (£)</b>	<b>NIL*</b>	<b>£95.00</b>	<b>£120.00</b>
<b>Hourly Labour Rate (£)</b>	<b>NIL*</b>	<b>£40.00</b>	<b>£60.00</b>
<b>Annual Servicing*</b>	<b>1 included</b>	<b>1 included</b>	<b>£344.50+</b> (please call for specific rates)
<b>Breakdown Response**</b> <small>(1<sup>st</sup> Visit from time of reporting fault)</small>	<b>Within 2 working Days</b>	<b>Within 5 working days</b>	<b>Next available weekday appointment</b>
<b>Business Critical Benefit***</b> <small>*** see additional terms &amp; conditions sheet</small>	<b>4 hour breakdown response on total range failure</b>	<b>4 hour breakdown response on total range failure</b>	<b>No Discounts or Guaranteed Responses</b>
<b>Discount Benefit****</b>	<b>25% discount</b> on fitted parts	<b>10% discount</b> on fitted parts	<b>0% discount</b>
<b>Annual Cost</b>	<b>£1295.00</b> excluding VAT	<b>£595.00</b> excluding VAT	<b>pay as you go</b>

**\*\*\*\*SEE OVERLEAF & ACCOMPANYING DOCUMENT FOR FULL TERMS AND CONDITIONS**

**We're happy to answer ANY questions regarding our service contracts:**

**CALL 01778 380 448 (Option 2)**

A) Formation of the Contract (Acceptance, Title & Payments)

1. Requests for a contract sent to the seller (KFE Ltd) by the purchaser shall be accepted entirely at the discretion of the seller, and, if accepted, will be accepted upon these conditions (hereafter referred to as 'conditions') via means of the seller's contract acceptance form and acceptance of full payment. KFE Ltd has the right to withdraw, alter or refuse to issue service contracts to any purchaser. Each 'accepted' order, shall constitute an individual legally binding contract between seller and purchaser and such contract is hereafter referred to in these conditions as an 'order'.
2. These conditions shall override any contrary, different or additional terms or conditions (if any) continued in, or referred to, in any prior maintenance documentation from the purchaser and no addition, alteration or substitution of these terms will bind the seller or form part of any order unless payments for such alterations are expressly accepted by the seller.
3. Pre-inspection of a range may be required after payment is processed but before commencement of contract as ongoing range issues/issues at the time of contract signing are separately chargeable
4. Each service contract is for one specified range at one specified premises and is between the named parties on the acceptance form and is not transferable to third parties of the purchaser
5. The purchaser shall be deemed to have made an offer for a service contract upon their return of signed acceptance documentation and by fulfilling the full payment amount to KFE Ltd
6. KFE Ltd will have deemed to have accepted the order by the processing of the purchaser's payment and the issuing of dated service certificate.
7. The price paid by the purchaser includes goods and services as set out in the KFE grid overleaf and as expressed in the additional terms & conditions sheet regarding the \*\*\*4 hour response.
8. The seller warrants that (except in relation to intellectual property rights of third parties) the seller has good title to the contract and may transfer goods and services to the purchaser in line with the supply of goods and services act 1982. Title to the goods and services delivered pursuant to an order shall not pass to the purchaser until the purchaser has paid their price to the seller
9. The price shown on the acceptance form and quoted by the seller at time of acceptance will not be subject to any change within the commenced 12 month contractual period

B) Cancellation, Non-Acceptance and Execution

10. The seller reserves the right to refuse to execute any order or part of the contract if the arrangements for payment of goods & services already provided are not considered satisfactory by the seller
11. An order, once accepted, can be cancelled by the purchaser in writing within 21 days of signing. In the absence of special circumstances it is policy of the company to grant such cancellations providing that no contract benefits have been received by the purchaser. A refund will be granted but any benefits received will become individually chargeable at the rates at time of cancellation.
12. Customers with outstanding balances on their account may not be eligible for contract commencement until full payment is made— similarly, service will be suspended during the contractual period if an account falls outside of KFE's payment terms.

C) Parts Discounts, Benefits and Response Timings

13. \*\*Contract customers receive absolute priority and any times & dates given for services, breakdowns & repairs are given in good faith, but are estimates only and in response to the nature of the business (and in absolute emergencies) cancellations may need to be made.
14. \*\* Response Times quoted for breakdowns are KFE Ltd's 'working' days (Monday to Friday 9am to 5.00pm) and are quoted as a maximum time allowance.
15. Response timings are for breakdowns affecting frying operation, minor faults like lights, lexan etc will not be classified as a breakdown but contract customers will be responded to as a priority
16. Any Claims for any issues occurring due to overdue servicing are not accepted by KFE Ltd & sufficient notification must be given to KFE Ltd to allow scheduling before servicing becomes due/overdue.
17. \*\*\*\*Parts discount excludes pans, modifications, fabrication; welding, consumable items (ie filter bags, lexan (top box doors) and baskets). Part discount only applies to parts fitted by KFE engineers
18. Please see 4 Hour breakdown response sheet for full details of the 4 hour breakdown terms and conditions. 4 hour breakdown is not guaranteed during Bank Holidays, weekends and late evenings.
19. **\*It is the RESPONSIBILITY of the PURCHASER to ENSURE Annual Services are BOOKED for mutually convenient times with the service office on 01778 380 448 (option 2)**

D) Force Majeure

20. \*\*All Response times shown will be aimed for, however, KFE Ltd cannot be held responsible for failure to perform any of its obligations under the order due to Force Majeure. Following notification by the seller to the purchaser of such cause the seller shall be allowed a reasonable extension of time for the performance of its obligations. (for the purposes of this condition, 'force Majeure' means traffic accidents, road closures, fire, explosion, flood, lightning, act of god, act of terrorism, war, rebellion, riot, sabotage or official strike or similar official labour dispute or events or circumstances outside the reasonable control of the party accepted thereby.)

E) Invalidation and exclusions

21. Customers who claim to have a total range shut down in order to obtain 4 hour call out for a lesser problem will invalidate this contract, service will be suspended and no refund will be given.
22. Bank Holidays are exempt and fall outside of the breakdown response timings. Saturday and Sunday calls outs will be on an emergency basis only and are for faults affecting full frying operation.
23. Ongoing Issues prior to the commencement of the contract will not be covered under this service contract, EXTRACTION faults do not fall within the service contract as it specifically covers the frying range only and call outs to other operator errors may be charged separately. Pan Fires and other catastrophes do not fall within the scope of the service contract.
24. The customer has a contractual obligation to undertake appropriate housekeeping measures as stated in the range manual – multiple attendances to remove blockages due to deficiencies in cleaning and site maintenance may result in additional charges for such visits been made to the purchaser
25. Customer Accounts must be paid in full in line with KFE payment terms and in full. Customer's carrying overdue balances may suffer delayed response times to faults & servicing which may result in the whole account and contractual service contract being suspended until monies are paid.
26. Any physical abuse or inappropriate behaviour towards any member/s of KFE personnel will invalidate all service contracts of a purchaser immediately and no further visits or refunds will be offered

F) Other Terms, Conditions and Considerations

27. All repairs & services will be carried out by qualified service engineers. A requirement is that the purchaser ensures safe premises to continuously carry out work. Any interruptions or suspensions of work, directly or indirectly caused by the purchaser will be chargeable.
28. Any loss of business due to breakdowns or repairs been undertaken will not be claimable by way of compensation from KFE Ltd
29. Engineers endeavour to fix problems first time where possible (not guaranteed) but no penalties will be incurred for additional time taken in the ordering of special parts & arranging secondary visits
30. Specialist work such as Pan Changes or conversions are exempt from response timings and will require a quotation, acceptance and payment period and may require special ordering of parts
31. In certain circumstances engineers may only be able to operate in a non-trading environment on cool equipment and mutually convenient times for a visit in these conditions will be discussed
32. Any engineer attending a site whereby access is unavailable will be termed as a 'missed appointment' and will be charged for in terms of labour and call out expenses incurred



# KFE Ltd Service Contract Customer Acceptance Form for Kiremko and Perfecta Ranges



I would like to apply for a service contract with KFE Ltd, Bentley Business Park, Market Deeping and take out the following 12 Month contract:

*Please tick as appropriate:*

<b>Priority VIP</b> <b>Platinum Contract REF: PKP081.1</b>		<b>Priority Level 1</b> <b>Silver Contract REF: SKP081.1</b>	
<b>£1295.00</b> excluding VAT Price including vat is £1489.25		<b>£595.00</b> excluding VAT Price including vat is £684.25	

**\*SEE OVERLEAF FOR FULL TERMS AND CONDITIONS OF SERVICE CONTRACTS**

## Customer Details

**Customer Ref:**  
**Name** .....  
**Address**.....  
 .....  
**Mobile Telephone**.....  
**Home Telephone**.....

## Shop and Range Details

**Shop Name** .....  
**Address**.....  
 .....  
**Shop Telephone** .....  
**Shop Manager's Name** .....  
**Age of Range** .....yrs **Number of Pans** .....  
**Date of last service** .....  
**Any Current issues with the range?** ..... ( Y/N )  
 If yes please explain (failure to do some may invalidate your contract):-

**I have read, understood and agree to the terms and conditions\* of this service contract and enclose payment in full via cheque or a card detail below:**

Signed: \_\_\_\_\_ Print: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ on behalf of \_\_\_\_\_ *Company name*

### **KFE Limited - Direct Debit Mandate:**

*I would like to make payment by Credit or Debit card. I agree that the above amount can be taken from my card (details as below)*

**Card Type:** Visa/Mastercard/Electron/Switch/Delta/Other \_\_\_\_\_ **Card Number:** \_\_\_\_\_ **Expiry Date** \_\_\_/\_\_\_  
**Issue Number** \_\_\_\_\_ (If applicable) **Security Code** \_\_\_\_\_ (3 digits found on the back of your card)  
**Card Holders Address** (if different from customer details above) \_\_\_\_\_  
**Cardholders Name** \_\_\_\_\_

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