



JTM Service Ltd – Conditions of the JTM Service ‘Smartcare Plus’ Plan

Included within your service package is:

- Annual Inspection
- Call outs including repairs subject to the exceptions and exclusions listed below
- Telephone support
- Certificate of cover

- 1) This contract will commence on the date shown on this Service Agreement (‘The Service Agreement’) and is between JTM Service Ltd (‘The Company’) and you, The Customer. The Company will, subject to the exemptions and exclusions listed hereafter, repair the goods (‘The Goods’) and provide the service (‘The Service’) listed in this Service Agreement for The Customer. Such repairs will be carried out with all possible dispatch during normal working hours (9:00am to 5:00pm, Monday to Friday, excluding bank holidays) after receipt of notice of the defect.
- 2) General Expectations
The Service covered by this Agreement includes: -
 - a) Annual Service of the machines listed on the contract
 - b) Annual Gas Safety Inspection of the machines listed on the contract (where relevant)
 - c) Call outs including repairs subject to the exceptions and exclusions listed below
 - d) Telephone support
- 3) In the event of a breakdown the customer will check that all services to the appliance are functioning correctly i.e. the electric supply, the water supply and that the drainage system is clear of blockages. The company will charge for any call outs to the appliance where no fault is found or the fault was caused by user error.
- 4) Service - Specific exceptions:
The service covered by this contract does not include:
 - a) Repairs to exterior paintwork, scratching, bruising and denting
 - b) Repairs to corrosion which does not affect performance
 - c) The cost of repair or replacement of: plastic or metal trim of any description, sink and basin taps, wheels and castors, blades or cutters, lamps, cleaning of lint screens on tumble dryers and removal of foreign objects from valves, pumps and connecting pipes, replacement of cloth covers on ironing machines, door seals ripped or punctured by foreign objects
 - d) Repairs to electrical, gas, drainage, water, ducting or other services which are external to the equipment
 - e) Rectification of defects or failure arising from the use of accessories or consumables not appropriate to the machine/goods or the incorrect connection of signal leads

Commercial Laundry and Warewashing Experts

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- f) Repairs or replacement arising from the overflowing of liquids housed in, on or near the Goods
 - g) Repairs or replacement arising from unfair wear and tear or use for any other purpose other than for which the Goods have been designed
 - h) Repairs or replacement arising from the incorrect use of the Goods
 - i) Repairs or replacement arising from the build up of limescale in pipework, tanks or on the heater elements
 - j) Repairs or replacement of consumable items
 - k) Repairs or replacement arising from the incorrect installation of the equipment by the Customer or his Contractors
- 5) Specific exceptions:
- a) Call outs to any appliance when no fault is found or the fault is caused by misuse
 - b) Repairs or replacement of drum bearings and drum shafts on washers over 4 years of age or 15,000 hours
 - c) Structural failure of washers, tumble dryers or dishwashers over 4 years of age or 15,000 hours
 - d) Any repair where the Company deem the machine as beyond economical repair (BER). This may be due to the age of the machine, condition of the machine or repair cost.
 - e) Call outs to sites with restricted entry and exit procedures e.g. prison - the labour included on a call out is for up to a maximum of 2 hours. The time on site for a call out in excess of 2 hours is chargeable.
- 6) General Exceptions:
The service provided by this contract does not include repairs or replacements arising or happening through:
- a) The wilful act or neglect of the customer, his family, his customers or his employees
 - b) Fire, lightning, explosions, earthquake, aircraft or other aerial device or article dropped there from storm, flood, impact, malicious damage, theft or any attempt there at.
 - c) Riot, strike, industrial action or civil commotion.
- 7) Payment and Charges
- a) The Customer is responsible for the Charges and any Annual Charges in the Service Agreement. The charges and annual charges exclude VAT which is payable by the customer at the rates current from time to time.
 - b) After the first year from the date of this Service Agreement and in the years following the Company can increase any Annual Charges to cover an increase in the cost of providing the Service.
 - c) The Company reserves the right to cancel this contract if any payment due to the Company is not received within 14 days of the payment due date.
- 8) Agreement Term and Termination
- a) The Service Agreement is for an initial period of 12 months and will then continue on an annual basis. The Customer may terminate this Agreement by giving the Company no less than 1 month's

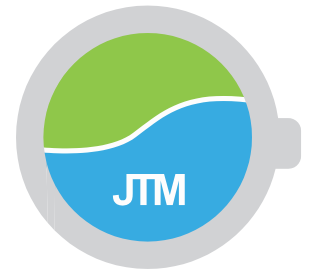
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notice in writing before the 1st anniversary of the Service Agreement or no less than 1 month before each subsequent anniversary of the date of the Service Agreement.

- b) The Company may terminate this Service Agreement by giving the Customer at least 1 month's notice at any time. In such event the Company will give the Customer a proportionate return of any premium paid after the cancellation date.
- 9) The customer will not repair or attempt to repair the goods nor allow anyone other than the company to repair the goods without the consent of the company
- 10) The Company will not be responsible for:
 - a) Special, indirect or consequential loss or damage however arising
 - b) Direct loss or damage arising by reason of the Goods being temporarily out of order for any cause

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