PPM Terms and Conditions

Business customers | Silver, Gold and Platinum packages | Version 1.1

These terms apply to Sanderson Facilities planned preventative maintenance (PPM) packages and to any separately authorised additional works. Your customer-specific PPM proposal (the Proposal) and these terms together form the agreement between us.

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IMPORTANT - CONTRACT ACCEPTANCE AND TERM
By setting up the GoCardless Direct Debit, you accept these Terms and your PPM Proposal and enter the contract. The agreement runs for 24 months and has one break option at the first anniversary. To end the agreement at 12 months, you must give at least one calendar month's written notice before the first anniversary. If valid notice is not received by that deadline, the break right expires and the agreement continues for the remaining 12 months to month 24. No separate signature is required.

1 Agreement and activation by Direct Debit

“We”, “us” and “our” mean Sanderson Facilities Ltd. “You” and “your” mean the business customer identified in the Proposal. These terms are for business purchases only. The Proposal should identify the contracting business, covered site, selected package, equipment or quantities covered, price, service requirements and any customer-specific terms. If you complete the Direct Debit on behalf of a company, partnership, sole trader or other business, you confirm that you are authorised to bind that business.

By using the GoCardless link provided with the Proposal and successfully setting up the Direct Debit mandate, you confirm that you have read and accept the Proposal and these terms, that the information supplied to us is accurate, and that you are authorised to enter into the agreement for the business named in the Proposal. The agreement becomes binding and the contract start date is the date GoCardless confirms the mandate setup to us, unless the Proposal expressly states a later start date. No separate signature is required. If the mandate is not successfully confirmed, the package does not activate. No retrospective cover applies. Any customer-specific term expressly agreed by us in the Proposal takes priority over these standard terms; customer purchase-order terms apply only if we expressly accept them in writing.

2 Contract term and break right

The agreement has a fixed 24-month term from the contract start date, with one contractual break option at the first anniversary. To exercise that break right, you must give at least one calendar month's written notice under clause 18 before the first anniversary. If valid notice is received by the deadline, the agreement ends on the first anniversary. Notice received after the deadline does not exercise the break right unless we expressly agree otherwise in writing.

If valid break notice is not received by the deadline, the break right expires and the agreement automatically continues for the remaining 12 months to the end of month 24. During that second 12-month period there is no cancellation for convenience unless we agree an early termination in writing. The agreement ends automatically at month 24 unless we both expressly agree a renewal or replacement agreement. The monthly Direct Debit is an instalment arrangement for the agreement, not a rolling monthly cancellation right. Cancelling the Direct Debit mandate does not itself cancel the agreement.

3 Packages, prices and site limits

Package	Monthly fee	Boilers	Kitchens	Reactive labour / hr
Silver	£149.50	Up to 2	Up to 1	£70
Gold	£199.50	Up to 4	Up to 1	£65
Platinum	£249.50	Up to 5	Up to 1	£60

All prices exclude VAT. Each package applies to one agreed site and the equipment or quantities recorded in the Proposal. Plumbing, heating and electrical call-out fees are £0, including out-of-hours attendance. The Proposal controls any customer-specific price or scope. Additional sites, more than five commercial boilers, more than one commercial kitchen, unusual or specialist plant, or other non-standard requirements require our written quotation or approval before they are included.

4 Included planned maintenance

For the equipment recorded in the Proposal, the package includes annual commercial boiler servicing, annual gas safety testing and the applicable records, commercial kitchen gas testing and CP42 documentation where a kitchen is included, and copies of the resulting compliance documents. Labour for those planned services is included in the monthly package fee. Commercial kitchen gas testing does not include a full mechanical service of each cooking appliance unless the Proposal expressly says it does.

Routine boiler service parts are included where they are reasonably required as part of the scheduled annual service for a commercial boiler recorded in the Proposal. This covers normal boiler-specific service items of the type commonly supplied in manufacturer annual service or care kits, such as combustion-chamber or burner-door gaskets, seals, O-rings, washers, gas-valve gaskets, flue test-point seals or adaptors, ignition or flame-sensing electrodes and equivalent routine service items where replacement forms part of the planned service. We will use suitable parts for the make and model concerned.

The included-parts benefit applies only to routine boiler service parts fitted as part of the planned annual boiler service. It does not provide breakdown cover and does not include parts required because of a fault, failure, damage, age or general wear and tear outside the normal service items. Components such as pumps, fans, gas valves, PCBs and controls, heat exchangers, expansion vessels, actuators, motors, major valves, burners and other repair or replacement components are chargeable unless the Proposal expressly includes them. Routine service parts for commercial kitchen appliances or other equipment are also excluded unless expressly stated in the Proposal.

We agree the first service date and later annual dates with you, taking account of existing certificate dates, manufacturer requirements and the information you provide. Tell us before activation if any service, inspection or certificate is overdue or immediately due. We will then confirm availability and the intended service date; there is no undisclosed waiting period. Planned visits may be combined where this does not compromise the agreed scope or relevant due dates. Customer-caused delay, lack of access or failure to provide information does not transfer your statutory or compliance responsibilities to us.

We use appropriately qualified personnel, exercise reasonable care and skill and remain responsible for the performance of subcontractors we appoint. Inspection and certification documents record the findings at the time of the visit; a satisfactory result cannot be guaranteed. Where defects or non-compliances are found, we will report them and explain any further work recommended or required. The package does not certify every aspect of the premises and does not replace the customer’s continuing legal, safety or compliance duties.

5 £0 call-outs and reactive labour

The £0 call-out benefit applies to plumbing, heating and electrical attendance at the covered site while the agreement is active. We do not add a standard attendance, dispatch or travel call-out fee for those visits. Reactive diagnosis, repair and make-safe labour is chargeable at the package hourly rate shown in the Proposal, including out of hours, based on actual time on site per engineer. If specialist attendance, additional engineers or a different charging basis is required, we will explain and agree this before the additional work starts wherever reasonably possible.

Other trades and specialist services are quoted separately at the PPM customer rate available for that work. There is no guaranteed fixed percentage discount across every trade. Parts, materials, consumables, specialist access, parking or other exceptional third-party costs are additional where applicable and will be disclosed or agreed before they are incurred wherever reasonably possible. A lawful suspension under clause 13 does not retrospectively change the price of work already authorised.

6 Emergency and out-of-hours support

Urgent plumbing, heating or electrical faults can be reported on 01253 280078 and our contact service operates 24/7. For an accepted emergency involving immediate risk to people, property or essential site operations, we target attendance within four hours after receiving sufficient information and accepting the emergency booking. This is an attendance target, not a guaranteed arrival or repair time. Access, engineer availability, travel conditions, major incidents and circumstances outside our reasonable control may affect attendance. Completion depends on diagnosis, customer authorisation and parts availability. Where there is immediate danger, contact the relevant emergency service and do not wait for our attendance.

7 Exclusions and additional works

Except for the routine boiler service parts expressly included under clause 4, repairs, replacement equipment, breakdown parts, consumables for other equipment, filters not forming part of the agreed boiler service, descaling, flushing, water treatment, remedial or improvement works, repeat testing following repairs, specialist access, asbestos work and third-party charges are additional unless the Proposal expressly includes them. EICRs, fire alarm systems, emergency lighting, air conditioning, ventilation, Legionella work, fabric maintenance and other specialist compliance services are not included annual services unless specifically listed in the Proposal. Ordinary tools and normal travel for included planned visits are included.

This is a maintenance agreement, not breakdown insurance and not a promise that equipment will not fail. Existing defects, misuse, accidental or third-party damage, lack of maintenance outside our agreed scope, breakdowns and ordinary wear and tear outside the routine boiler service parts included in clause 4 are not repaired or replaced free of charge. These exclusions do not excuse our own negligence or a failure to carry out agreed work with reasonable care and skill. We may stop unsafe or unlawful work and may carry out reasonable make-safe measures where authorised or urgently required, explaining the findings and any further work needed.

8 Authority for chargeable work

Before chargeable work, we will agree a quotation, applicable rate and estimate, or a spending limit with your authorised contact. Requesting a reactive visit authorises reasonable diagnosis at the agreed package rate. We will obtain approval before exceeding an agreed limit or undertaking further repairs. If immediate action is reasonably necessary to prevent serious harm and your authorised contact cannot be reached, we will limit work to reasonable essential make-safe measures, respecting any emergency spending limit already agreed, and notify you as soon as practicable. Manufacturer warranties are passed on where available without reducing your rights against us for our own work or supplied goods.

9 Site access and customer responsibilities

You must provide accurate equipment, fuel and service information; disclose known defects, asbestos and site hazards; provide safe and timely access; arrange necessary permits, isolations and landlord or occupier permissions; and nominate an authorised contact where required. You must follow safety advice, report faults promptly and operate and maintain equipment appropriately between our visits. Tell us promptly about changes in ownership, occupancy, site conditions or equipment. Cover does not automatically transfer to a new site, owner or occupier and any addition or transfer requires our written agreement.

10 Planned appointments and missed visits

We arrange planned appointments with you. If a planned visit is cancelled by you with less than two working days' notice, or cannot proceed because safe access, permits or required information have not been provided, we may charge only reasonable evidenced wasted costs. No charge applies for a cancellation caused by us. We will rearrange missed planned work promptly. Customer-caused delay does not automatically stop monthly instalments or extend the contract term. If we fail to complete an included planned service when due for reasons within our control, we will arrange completion promptly or agree an appropriate credit or refund without removing any other rights you may have.

11 Payment and Direct Debit

The monthly package fee is collected by Direct Debit on the agreed collection dates. You must maintain a valid Direct Debit mandate while the agreement is active unless we agree another payment method in writing. We will provide collection notices in accordance with the Direct Debit scheme and any notice period agreed with you. The Direct Debit Guarantee remains fully unaffected. Cancelling a mandate, stopping a payment or obtaining a Direct Debit refund does not by itself end this service agreement or remove an otherwise valid underlying debt. If a collection is made in error, we will correct it.

Additional works are invoiced separately and are payable within 30 days of invoice unless another period was agreed before the work. Tell us promptly if you dispute an invoice item and pay any undisputed balance when due. Where legally applicable to a business debt, statutory late-payment interest, fixed compensation and reasonable recovery costs may be claimed. We will not duplicate recovery charges or apply an undisclosed failed-payment penalty.

12 Price and scope changes

The agreed monthly package fee and package labour rate remain fixed during the 24-month agreement unless a written variation is agreed. VAT changes apply as required by law. Changes to the site, equipment, quantities, service scope or other non-package work require written agreement before the changed work is carried out. A change to our website, standard price list or later version of these terms does not alter an existing agreement unless we both agree the change in writing.

13 Suspension and material breach

If an undisputed payment becomes overdue, or the required Direct Debit is cancelled without an agreed replacement payment method, we may suspend package benefits after giving at least seven days' written warning and a reasonable opportunity to correct the position. We may stop affected work immediately where reasonably necessary for safety, illegality or serious abuse of our personnel. We will explain the reason for suspension and what is required to restore service. We will act reasonably and will not use indefinite suspension as a substitute for dealing with a continuing breach or ending the agreement where appropriate.

Either party may terminate for a material breach that is not remedied within 14 days after written notice identifying the breach and the action required, or immediately where a sufficiently serious breach cannot reasonably be remedied. All rights to suspend, demand payment or terminate remain subject to applicable insolvency and other mandatory law.

14 Cancellation, early departure and final account

No early-exit charge applies where you validly exercise the first-anniversary break right under clause 2, where the agreement reaches the end of month 24, where you terminate because of our unremedied material breach, or where clause 15 gives a right to end the affected services. If you try to end the agreement for convenience before the first anniversary, or if we terminate during that first 12-month commitment because of your material breach, we may claim the reasonable net loss caused by the early ending. That claim will not exceed the package fees that would otherwise have fallen due to the first anniversary, and we will deduct costs saved and sums recovered or reasonably recoverable by mitigating the loss.

If the first-anniversary break right is not validly exercised and you then try to end or abandon the agreement during the second 12-month commitment, or we terminate during that period because of your material breach, we may claim the reasonable net loss caused by the early ending. That claim will not exceed the package fees that would otherwise have fallen due from the effective termination date to the end of month 24, and we will deduct costs saved and sums recovered or reasonably recoverable by mitigating the loss. We do not automatically bill every remaining instalment without taking those savings and mitigation into account, recover the same loss twice, or retrospectively reprice included services at standard rates.

Accrued package fees, authorised additional works and other sums properly due remain payable on termination without double counting. We will refund any advance payment that clearly relates to package services we will not provide, subject to a lawful itemised final account. Package benefits end on the effective termination date. Closing, selling or reorganising your business does not automatically transfer or cancel the agreement or remove amounts properly due.

15 Events beyond reasonable control

Neither party is responsible for delay or failure to the extent caused by an event genuinely beyond its reasonable control that could not reasonably have been prevented or overcome. The affected party must notify the other promptly, take reasonable steps to reduce the effect and resume performance as soon as reasonably possible. Ordinary avoidable staffing or scheduling difficulties do not automatically excuse performance. Charges will be fairly adjusted for package services that cannot be supplied. Either party may end the affected services on written notice if the disruption continues for more than 30 days, without an early-exit charge for those affected services.

16 Responsibility and liability

Nothing in the agreement excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited. Subject to that and to any applicable legal reasonableness requirement, neither party is liable for indirect or consequential loss. Loss of profit, revenue, business interruption or similar loss is not excluded merely because of its label if, in the circumstances, it is a direct loss that the law allows to be recovered.

We are not responsible for loss caused by pre-existing defects, inaccurate or incomplete information supplied by you, failure to follow safety or maintenance advice, third-party work, unsafe or unavailable access, or equipment failure that was not caused by our breach or negligence, except to the extent we caused or contributed to the loss. We remain responsible for direct loss caused by our breach of contract or negligence to the extent required by law. These standard terms do not impose a fixed monetary liability cap; any separate cap must be expressly agreed in the Proposal or another written agreement and must satisfy applicable law. Both parties must take reasonable steps to reduce avoidable loss, and you should maintain appropriate property and business interruption insurance.

17 Personal information

We use relevant business contact, site, billing, payment and credit-check information to assess and administer the agreement, arrange works, keep service records and collect payment in accordance with applicable UK data protection law. We may share necessary information with our scheduling, payment, credit-reference, subcontractor and service providers where needed to perform or administer the agreement, as explained in our Privacy Policy. These terms do not amount to consent to unrelated marketing. Tell us if our access will involve sensitive records or processing personal data on your behalf so any required separate arrangements can be agreed.

18 Notices and general terms

Send contractual notices, cancellation notices and complaints to enquiries@sandersonfacilities.co.uk or to our registered office above, identifying your business, covered site and agreement where possible. We send notices to the email or postal address you nominate. Email notices are treated as received when delivered without a failure message, or on the next working day if sent after 5pm or on a non-working day. Postal notices take effect on delivery. Keep evidence of delivery. A working day is Monday to Friday excluding bank holidays in England. We will acknowledge complaints and seek to resolve them promptly.

The Proposal and these terms form the agreement. Changes require written agreement. Neither party may transfer its obligations without the other party’s written consent, although we may use suitably qualified subcontractors and remain responsible for their work. Each party will keep the other’s non-public commercial information confidential except where disclosure is reasonably required to perform the agreement, obtain professional advice, enforce legal rights or comply with law. If any term is unenforceable, the remainder continues so far as legally possible. Failure to enforce a right is not a waiver. No third party has enforcement rights under the Contracts (Rights of Third Parties) Act 1999. The laws of England and Wales apply and the courts of England and Wales have exclusive jurisdiction, subject to any mandatory law that applies to the customer or site.