



ATLAS

Agreement for TExT of LEV, Aftersales and Service



A Working Partnership between
Filtermist Systems Limited
and

Company name (Customer).....

Contract Period.....

For internal use only

Contact name.....

Quote reference.....

Filtermist contact.....

Your Legal Obligations

The Health and Safety at Work Act 1974, Control of Substances Hazardous to Health Regulations 2002 (COSHH) and the Management of Health and Safety at Work Regulations 1999, all place a legal requirement on owners of Local Exhaust Ventilation (LEV) systems to ensure that they are effectively controlling the operator's exposure to harmful airborne contaminants. The Thorough Examination and Test (TEt), alongside regular servicing, forms part of this legislation requirement - HSG258 "*controlling airbourne contaminants at work*" provides guidance on the minimum requirements.

Servicing

Filtermist's ATLAS programme provides service contracts tailored to your needs at extremely competitive rates. Having an ATLAS Service Contract with Filtermist ensures you are fully compliant with HSE guidelines and regulations. We offer a number of service packages (see over) and are able to service all Filtermist units as well as LEV equipment made by all other manufacturers.

LEV Examinations

The content of the TEt is individual to each system installation and we therefore tailor our service to give the most cost effective solution for the client. The frequency of the TEt is dependent on the process, and can vary from one month to a maximum of 14 months. Filtermist recommends that in most cases one TEt every 12 months is usually sufficient, but details of specific applications that require more frequent tests can be found in HSG258. All LEV examinations are completed by our competent, P601 qualified LEV Engineers.

To enable a TEt to take place the system(s) needs to be documented, this requires the following:

- A LEV User Manual
- A System Logbook
- The original commissioning report or a previous TEt report.

If the above items are not available, please let us know and we can ensure the system is fully documented and commissioned as part of our service.

Spare Parts

All Filtermist Service Engineers are highly qualified and carry a comprehensive range of spare parts, meaning they are usually able to complete minor repair works whilst on site. Should that not be feasible for any reason, a fully comprehensive report with recommendations is issued promptly after each visit to site. In addition to spares for Filtermist oil mist filters, we are also able to provide spares for a wide range of makes and models of oil mist, dust, spray or fume LEV equipment made by other manufacturers.

Filtermist offers...

- ✓ Site survey visits
- ✓ Full LEV system design and specification
- ✓ System installation
- ✓ Commissioning and re-commissioning
- ✓ Aftersales including spare parts, routine and reactive maintenance and COSHH compliant LEV Testing
- ✓ Workplace Air Monitoring and Air Sampling
- ✓ Mechanical technical guidance and support

ATLAS Service and LEV Packages from Filtermist

Dust, Fume and Spray Systems Service Packages	Bronze	Silver	Gold
All Service visits include labour, mileage & expenses	x	x	x
Easily manageable monthly payment instalment option	x	x	x
3-month system process review on all new units	x	x	x
Breakdown voucher visits included (excluding parts & repairs)		x	x
Dedicated Account Manager with telephone technical support	x	x	x
Annual LEV Test	x	x	x
Annual air monitoring check (grab analysis only)		x	x
Filter elements included			x
Includes weekend breakdown call outs		x	x
24-hour breakdown response time	x	x	x
12, 24 or 36-month contracts available	x	x	x
3-year contract with discounted rates	x	x	x

Oil Mist Service Packages	Bronze	Silver	Gold
All Service visits include labour, mileage & expenses	x	x	x
Easily manageable monthly payment instalments available	x	x	x
3-month filter replacement warranty on all serviced units	x	x	x
Breakdown voucher visits included (excluding parts & repairs)		x	x
Dedicated Account Manager with telephone technical support	x	x	x
Filtermist Unit filter consumables included (excluding Afterfilters)	x	x	x
Annual LEV test	x	x	x
Annual air monitoring check (grab analysis only)		x	x
Includes breakdown weekend call outs			x
24-hour breakdown response time	x	x	x
12, 24 or 36-month contracts available	x	x	x
3-year contract with discounted rates	x	x	x

Disclaimer - breakdown visits included within the contract are limited to one breakdown voucher per year, per contract. These can be rolled over year on year, to a maximum of three years. Any additional breakdowns shall be charged at normal call out fees.

The pricing for ATLAS Service Contracts is site specific.

If you require a bespoke Contract, our Aftersales Team will happily provide a quote.

Unit / Asset list to be completed within this contract

Unit	Make	Model	S/N	Qty	Filter Qty	Comments

Total days per visit		Number of engineers per visit		Visits per year		Total engineer days per contract	
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Dust, Fume and Spray Systems Service Packages	Bronze	Silver	Gold

Oil Mist Service Packages	Bronze	Silver	Gold

Total cost of your (*) Filtermist contract

£0000.00

Based on (*) visits per year

This price is based on:

- Full access to systems internally and externally, plus all test points being uninterrupted
- All systems being located within the same building and / or close proximity, details submitted to support
- All systems and access points being accessible. If not accessible, access equipment is to be provided by the Customer

Exclusions

- Prices do not include VAT - this will be shown separately on any invoice
- Liability and indemnity does not include premises where asbestos is present and Filtermist Systems Limited has not been advised in writing before commencement of the contract
- Any other components not listed above that are replaced during the visit
- All electrical wiring, isolators or provision of power facilities

Cancellation Policy

Cancellation of an ATLAS Service Contract may incur cancellation fees as follows:

- If the ATLAS Contract is cancelled prior to any work being completed or scheduled, no cancellation fee is payable
- If the ATLAS Contract is cancelled when the first visit for a Service Engineer has been scheduled, a 25% cancellation fee will be charged
- If the ATLAS Contract is cancelled when the first visit from a Service Engineer has been completed, and the second visit has not yet been scheduled, a 75% cancellation fee will be charged
- If the ATLAS Contract is cancelled when the second engineer visit has been scheduled, a 100% fee will be charged.

Payment Terms

Monthly, Quarterly or Annual options – the Filtermist Systems Limited standard payment terms and conditions apply at point of sale.

Commencement of Contract

This ATLAS Contract will commence between **Filtermist Systems Limited** and **Customer** from **date**, and shall remain in force for the Minimum Term of **12, 24 or 36** months or as detailed in the 'Contract Period' and shall supersede any previous agreements between both parties.

This Contract shall continue for yearly terms (unless otherwise agreed by both parties in writing). There is no provision for any refund of part of the Annual Maintenance charge should the Customer be subject to a change of circumstances, however they arise.

Signed on behalf of the Customer

Signed on behalf of Filtermist Systems Limited.....

Renewal of Contract

This Contract will automatically renew on the anniversary of the commencement date and annually thereafter and may be subject to a price increase. The renewal can be cancelled by either party by providing written notice at least 30 days prior to the commencement of the renewal, provided the minimum term of agreement (the Contract Period) has been completed. Charges are reviewed annually by Filtermist Systems Limited and any increase will be notified to the Customer at least 45 days prior to the renewal date of the Contract.

Invoices for the renewal of the Contract must be paid in full before the commencement date. If the invoice remains unpaid any support will be provided on a time and materials chargeable basis and Filtermist Systems Limited reserves the right to amend or withdraw the renewal offer.

Termination of Agreement

The contract will be terminated if the Customer fails to pay any maintenance charge or any other charges due in accordance with these terms and conditions. In the event of this happening, Filtermist Systems Limited will provide written notice 30 days prior to the contract termination. In the event of the contract being terminated, the Customer remains liable for the full balance outstanding which will be payable immediately.

Service Provision

Filtermist will provide technical support on weekdays and weekends, excluding UK public holidays. Where entitlements include on-site service, engineer support will be provided on weekdays excluding UK public holidays. Additional work required outside of standard working hours is available at additional cost. Where the Customer query relates to an inherited problem with any third party associated to the equipment, Filtermist Systems Limited will wait for the third party to fix the error. If a site visit is necessary by the third party the cost of such site visits is not included in the maintenance charge.

Non-Payment

Filtermist Systems Limited is not obliged to provide any service under this Contract while any amount owed by the Customer to Filtermist Systems Limited remains outstanding beyond the due date of payment. All support provided during this period will be on a time and materials chargeable basis.

Data

Customer data will not be passed to any third party except for authorised sub-contractors appointed to fulfil the entitlements within this Contract.

Liability

In no event shall Filtermist Systems Limited be liable to the Customer or any third party for any incidental, indirect, special, or consequential damages arising out of, or in connection with this Contract.

Transfer and/or Reassignment

The agreement cannot be transferred or otherwise assigned by the 'customer' to any third party without prior written consent from 'the company'.

Warranty

All warranties, conditions and guarantees, express or implied, are not affected by this Contract.

Liability after Termination

On termination of this Contract, Filtermist Systems Limited reserves the right to collect any outstanding charges that may remain at that time including any spare parts stored and outlined within this Contract.



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