



**National Electrical and Communications  
Association**

**Electrical Service -  
Maintenance Agreement**

## Agreement for Maintenance Work

This Agreement is made between the parties named in the schedule as “the customer” and “the contractor” upon the date of the parties’ signature.

### Definitions

This “Agreement” shall mean these terms and conditions together with the schedules completed by the contractor and the customer.

“additional work” shall mean any work which is not maintenance work and which is requested of the contractor by the customer in writing or in the event of oral instructions, confirmed in writing by the contractor.

“charges” shall mean the “maintenance charge”, the “call-out service charge” and the “emergency call-out service charge” as specified in the schedules.

The “customer’s special requirements” shall be the specific work required by the customer regarding the installation, not incorporated in the “contractors proposals”.

The “contractor’s proposals” (the proposal) shall be set out in the schedule stating how the customer requirements are to be satisfied, describing the maintenance work to be carried out and the relevant standards applicable to the proposal.

The “contract period” shall mean the duration of this Agreement as specified in schedule A.

The “contract start date” is the date of the commencement of this Agreement as specified in schedule A.

The “installation” shall mean the customer’s electrical installation, equipment and/or works as specified in the schedule by the customer.

“Charges” shall mean the “maintenance charge”, the “call-out service charge” and the “emergency call-out service charge” as specified in the schedules.

“normal business hours” shall mean 8.00am to 5.00pm Monday to Friday excluding public holidays or amended to such hours as agreed between the parties.

“maintenance work” shall mean the defined work to the installation as specified in the schedules.

The “premises” shall mean the customer’s premises as specified in the schedules.

The “payment due date” shall mean the date specified in the schedule. This period is calculated from the date of the contractor’s invoice.

## 1. The Services

### The Standard Service

1.1 In consideration of the maintenance charge payable by the customer to the contractor, the contractor shall provide the following services during the contract period:

1.2 The contractor shall visit the premises for a specified number of visits as set out in the schedule and upon the dates set out (which can be varied by mutual agreement) during normal business hours to carry out maintenance work to the installation.

1.3 The contractor shall upon completion of the maintenance work set out in the proposals compile a status report regarding the installation.

### Additional Work

1.4 The contractor shall upon the customer’s written instruction carry out any additional work to the installation in consideration of such sum calculated in accordance with the provisions of Clauses 1.5 and 1.7.

### Call-Out Service

#### Stand Alone or for Additional Work

1.5 The contractor shall upon the customer’s written instruction provide the customer with the following additional optional call-out service or services during the contract period.

#### The Call-Out Service

1.5.1 In consideration of the call-out service charge payable by the customer to the contractor as set out in the schedule, the contractor shall provide a call-out service **during normal business hours** upon request from the customer. The contractor shall use its best endeavours to attend the installation during normal business hours **within 48 hours** of receipt of the customer’s request for such attendance.

#### The Emergency Call-Out Service

1.5.2 In consideration of the emergency call-out service charge payable by the customer to the contractor, the contractor shall provide either or both of the following call-out services:

##### Option A

In response to the customer’s request for the contractor to **attend the installation within normal business hours**, the contractor shall use its best endeavours to attend the installation as soon as is reasonably practicable after such request and in any event within the time period specified under Option A in the schedule and/or

##### Option B

In response to the customer’s request for the contractor to attend the installation, the contractor shall use its best endeavours to **attend the installation outside normal business hours**, as soon as is reasonably practicable after such request and in any