

Service Contract
Lifts

OTIS

Scope of Services

With the Otis Service Contract, Otis is committed to providing its most comprehensive preventive maintenance, repair and communication programme delivering:

- Safe and Quality servicing of the Equipment,
- Increased reliability of the Equipment through planned repairs,
- Committed response time in the event of a Breakdown,
- Communication of changes to regulations, legislation and technical assistance.

PREVENTION AND SAFETY

OTIS COMMITMENT

Specialist Otis engineers performing the Services detailed below will promote safe and reliable operation of the Equipment.

- Programmed Maintenance to ensure stability of operational characteristics of the Equipment through the term of the Contract,
- Detailed examination of all safety devices,
- Undertake to expose and/or test certain components required by a competent person in performing a thorough examination of a lift where this is recommended and at the maximum intervals detailed in the SAFed guidance note Appendix III (published at the date hereof),
- Constant Remote Elevator Monitoring ("REM[®]") to ensure declared Equipment availability,
- Fault identification by REM[®] to ensure Optimised Equipment availability.

Specialist Otis Personnel

All service operation functions are performed by specialist Otis engineers or pre-qualified sub-contractors. These engineers have the backup of a network of regional, national and international experts ensuring Otis' industry-leading safety and quality standards are maintained.

Otis engineers are trained and up-dated on in-house developed training programmes to promote safe and reliable operation of the Equipment.

Programmed Maintenance

Otis Programmed Maintenance is individually designed for the type of Equipment and its environment. This tailored programme of inspection, cleaning, adjustment and lubrication will ensure safe, reliable and efficient operation, minimising risk of Equipment failure and prevention of premature component wear.

The Programmed Maintenance system is further enhanced by the use of Remote Elevator Monitoring (REM[®]) system, which constantly monitors and assesses the Equipment's performance against set parameters and dictates supplementary Maintenance tasks.

Maintenance visits are performed during Otis Working hours.

Remote Elevator Monitoring ("REM[®]")

Otis will connect all lifts designated as passenger carrying listed in the contract schedule to REM[®]. The REM[®] system monitors the operational status of the Equipment 24 hours a day and communicates information on performance to Otisline[®]. With this information Otis is often able to initiate the required action before a malfunction of the Equipment occurs.

Safety and Quality Audit

Every year a safety and quality audit will be carried out by an Otis specialist.

The results of the audit and inspection will be reported to the Customer by Otis. The report will include changes to codes, regulations and legislation and contain sections on Equipment repair, not covered by the Contract, for budgetary purposes. Details of Otis new technology to help improve the Equipment's reliability, performance and aesthetics will also be included.

Otis Programme of Risk Assessment ("OPRA[®]")

As part of alternate safety and quality audits, an Otis Programme of Risk Assessment will be carried out by an Otis specialist.

The results of this risk assessment will be reported to the Customer by Otis for inclusion in the building safety plan. The report will detail the risk associated with the lift equipment, the numerical risk rating, an estimate of an acceptable risk rating, together with the recommended mitigating safety measures to reduce the risk.

Scope of Services

Repair & Replacement of Parts

Minor repairs required to the Equipment as a result of normal use will be undertaken at the time of performing Programmed Maintenance. Major repairs will be planned and carried out by specialist Otis engineers or sub-contractors at times agreed with the Customer on a minimum of one week's notice being given by Otis.

The Otis Service Contract ensures that during the design life of the Equipment all replacement parts and Labour are provided including the following major assemblies:

- Gear parts and drive sheaves;
- Motors and motor generators;
- Brake coil and brake linings;
- Relays, printed circuit boards and components including latest versions of software;
- Solid state drive units;
- Traction, compensation and overspeed governor ropes or chains;
- Door equipment including motors, gears, locks, rollers, shoes and hanger tracks;
- Lamps for standard Otis car lighting, indicator lamps, matrix display units for indicators and direction signals;
- Rollers and liners for car and counterweight guide shoes;
- Pumps, pump motors, cylinders, pistons, seals, oil, valves and non sealed in piping for hydraulic installations;
- Lamps for lift shaft lighting.

Otis warrants that only Otis fully approved parts will be used in carrying out repairs. Repairs will be carried out during Otis Working Hours.

SAFed Examination and tests

If required by a competent person performing a thorough examination of a lift, Otis will expose and/or test certain components where this is recommended at the maximum intervals detailed in the SAFed guidance note Appendix III (published at the date hereof). The thorough examination performed by a competent person indicates the condition of the lift at that time. The absence of any defects requiring attention either immediately or within a specified time scale implies that subject to normal use, with no change of duties and with Otis Programmed Maintenance, the lift is suitable for safe use until the next scheduled thorough examination.

RESPONSIVENESS

OTIS COMMITMENT

In the event of Equipment Breakdown resulting in passenger entrapment, Otis warrants that:

- The passenger will be reassured by a telephone link forming part of the REM[®] system,
- Action will be taken immediately to dispatch a specialist Otis engineer,
- The specialist Otis engineer will arrive at the site with access assured, within the time stated in the Contract Schedule irrespective of time, day or night.

In other cases where passengers are not entrapped, the arrival time will be within the time stated in the Contract Schedule.

Otisline[®]

Otisline[®] a national Freephone response service, ready to receive telephone calls 24 hours a day every day all year around. On receipt of a telephone call or Equipment malfunction message from the on-site REM[®], a specialist Otis Engineer will be alerted.

Each telephone call is logged and tracked through a computerised call management handling system, to measure the response by Otis and check that it is within the response time specified in the Contract Schedule.

REM[®]: Entrapped Passenger Reassurance

When an entrapped passenger pushes the alarm button, REM[®] sets up an immediate voice communication between Otisline[®] and the lift ensuring entrapped passengers are reassured and informed of the action being taken.

REM[®]: Failure Diagnosis

On detection of an Equipment malfunction, REM[®] automatically sends an alarm to Otisline[®]. Using this information, and with access assured, Otis are able to respond and take corrective action for reinstatement of the Equipment.

Twenty Four Hour Service

Otis provides a twenty four hour Emergency and Breakdown service.

Scope of Services

Breakdown Service

On receipt of a Customer call informing of Equipment Breakdown, a specialist Otis engineer will be instructed to attend site within the response time stated in the Contract Schedule.

Priority response is guaranteed to incidents involving entrapped passengers.

Availability of Spare Parts

In the performance of this Contract, Otis utilises only Otis fully approved replacement parts, assemblies and lubricants. Currently the Otis Service Centre stocks in excess of 9000 parts and is computer linked with Otis world-wide spare parts centres.

COMMUNICATION AND TECHNICAL ASSISTANCE

OTIS COMMITMENT

Otis will work in partnership with the Customer to pursue the objective of maximising the safety, reliability and availability of the Equipment. This includes Otis providing a detailed report every year covering:

- Safety tests and repairs completed during the period;
- Equipment failure summary stating response and repair times;
- The findings and recommendations of the Safety and Quality Audit or the Otis Programme of Risk Assessment.
- Equipment availability analysis.

Visit Report

At each visit the specialist Otis engineer will request information regarding the performance of the Equipment. Should the visit be in response to Equipment malfunction which cannot be repaired during the visit, the specialist Otis engineer will advise the Customer's representative of the plan for reinstatement.

On completion of work undertaken the specialist Otis engineer will report to the Customer's representative prior to leaving the Building.

Information Notices

Otis will display at agreed positions in the Building, notices to advise users of the Equipment that work is being undertaken.

Information and Advice

Otis will submit for discussion with the Customer recommendations and proposals on:

- Meeting new regulations, legislation and codes of practice;
- Mitigating safety measures to reduce the risk rating for the installation;
- Budgeting for new technology to maximise the reliability and availability of the Equipment;
- Budgeting for new technology to improve the performance of the Equipment.

Safety Training

Otis undertakes to train the Customer's representative responsible for the Equipment in the correct and safe manner for releasing entrapped passengers. Training will be available every other year.

Otis Service Desk

Otis provides a service desk, to assist Customers should Otis not be meeting its contractual commitments. The service desk is available during Otis Working Hours.

Partnership

The commitments (including the achievement of the Availability Target) accepted by Otis in this contract are on the basis of a mutual partnership where the customer undertakes to fulfil the requirements contained in this contract's Conditions.

Service Contract

The Agreement

Customer Canary Riverside Estate Management Ltd.
C/o JSS Pinnacle
146-148 Cromwell Road
London
SW7 4EF

Company Registered Number:

Contract Number

M0279C

Building BELGRAVE COURT (REAR)
36 Westferry Circus
Canary Wharf
London
E14 8RL

Type: Apartments / Flats

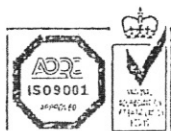
Otis OTIS PLC
40 Adler Street
London E11E

Tel. 0171 377 1588 Fax: 0171 377 5486

Otis Registered Office: The Otis Building
43-59, Clapham Road
London
SW9 0JZ

Registered In London No. 66410

Otisline® 0800 181363
Building Code Number:



OTIS

Service Contract Schedule

Agreed Otis Working Hours for Programmed Maintenance Visits and Planned Repairs

- Monday - Thursday 0800 - 1700
- Friday 0800 - 1500

• Other : . . .

Response Time to Breakdowns Agreed Otis Working Hours

- Trapped Passenger : 1 hour
- Breakdown : 4 hours
- 24 Hour Service

Response Time to Breakdowns Outside Agreed Otis Working Hours

- Trapped Passenger : 1 hour
- Breakdown : 4 hours
- 24 Hour Service

Reliability

- Availability : percentage of time each unit is fully operational
- Equipment Performance Measures : stopping accuracy (mm)
: floor to floor performance time (s)

Target

95%
± 6
8

The Term

- Commencement Date : 1 January, 2000
- Initial Term : 30 years

EQUIPMENT DESCRIPTION			
Unit Number	Otis Unit Description	Customer's Identification	Unit Fee
NW4004	Electric Traction	A8b1	£3,169.00
NW4005	Electric Traction	A8b2	£3,019.00
Annual Fee			£6,188.00

Payment Terms In Advance: Quarterly Invoices

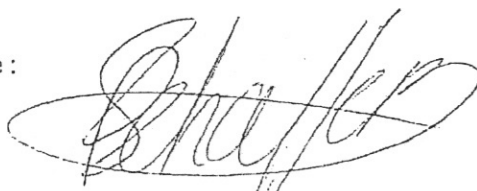
Invoicing Address Canary Riverside Development Pte Ltd., c/o JSS Pinnacle, 146-148 Cromwell Road, London SW7 4EF

OTIS undertakes to provide the Services to the Customer's Equipment subject to and in accordance with the Conditions.

Customer (name and title): *Ms P Schaffer*

Otis (name and title):
Gary Avis
Service Sales Consultant

Signature :



Authorised Signature :

Gary Avis
23.4.99

Service Contract

The Agreement

Customer Canary Riverside Estate Management Ltd.
C/o JSS Pinnacle
146-148 Cromwell Road
London
SW7 4EF

Company Registered Number:

Contract Number

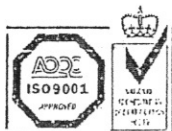
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Building BELGRAVE COURT (FRONT)
36 Westferry Circus
Canary Wharf
London
E14 8RJ
Type: Apartments / Flats

Otis OTIS PLC
40 Adler Street
London E11E
Tel. 0171 377 1588 Fax: 0171 377 5486

Otis Registered Office: The Otis Building
43-59, Clapham Road
London
SW9 0JZ
Registered In London No. 66410

Otisline® 0800 181363
Building Code Number:



OTIS

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EQUIPMENT DESCRIPTION			
Unit Number	Otis Unit Description	Customer's Identification	Unit Fee
NW4001	Electric Traction	A8a\1	£3,533.00
NW4002	Electric Traction	A8a\2	£3,383.00
NW4003	Electric Traction	A8a\3	£3,558.00
Annual Fee			£10,474.00

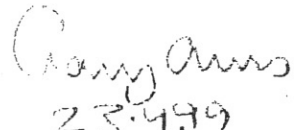
Payment Terms In Advance: Quarterly Invoices

Invoicing Address Canary Riverside Development Pte Ltd., c/o JSS Pinnacle, 146-148 Cromwell Road, London SW7 4EF

OTIS undertakes to provide the Services to the Customer's Equipment subject to and in accordance with the Conditions.

Customer (name and title): *Ms P Schaffer* Otis (name and title):
Gary Avis
Service Sales Consultant

Signature: 

Authorised Signature: 
23.4.99

Service Contract Schedule

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• Initial Term : 30 years

EQUIPMENT DESCRIPTION			
Unit Number	Otis Unit Description	Customer's Identification	Unit Fee
NW4014	Electric Traction	C1	£2,601.00
NW4015	Electric Traction	C2	£2,728.00
NW4016	Electric Traction	C3	£2,930.00
Annual Fee			£8,259.00

Payment Terms

In Advance: Quarterly Invoices

Invoicing Address

Canary Riverside Development Pte Ltd., c/o JSS Pinnacle, 146-148 Cromwell Road, London SW7 4EF

OTIS undertakes to provide the Services to the Customer's Equipment subject to and in accordance with the Conditions.

Customer (name and title): *Ms P Schaffner*

Otis (name and title):

Gary Avis
Service Sales Consultant

Signature :



Authorised Signature :

Gary Avis
23.9.99

Service Contract

The Agreement

Customer Canary Riverside Estate Management Ltd.
C/o JSS Pinnacle
146-148 Cromwell Road
London
SW7 4EF

Company Registered Number:

Contract Number M0261C

Building EATON HOUSE (FRONT)
38 Westferry Circus
Canary Wharf
London
E14 8RN
Type: Apartments / Flats

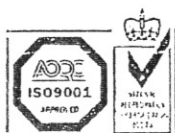
Otis OTIS PLC
40 Adler Street
London E11E

Tel. 0171 377 1588 Fax: 0171 377 5486

Otis Registered Office: The Otis Building
43-59, Clapham Road
London
SW9 0JZ

Registered In London No. 66410

Otisline® 0800 181363
Building Code Number:



OTIS

Service Contract Schedule

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The Term

- Commencement Date : 1 January, 2000
- Initial Term : 30 years

EQUIPMENT DESCRIPTION			
Unit Number	Otis Unit Description	Customer's Identification	Unit Fee
NW3994	Electric Traction	A7a 1	£3,654.00
NW3995	Electric Traction	A7a 2	£3,504.00
NW3996	Electric Traction	A7a 3	£3,565.00
Annual Fee			£10,723.00

Payment Terms In Advance: Quarterly Invoices

Invoicing Address Canary Riverside Development Pte Ltd., c/o JSS Pinnacle, 146-148 Cromwell Road, London SW7 4EF

OTIS undertakes to provide the Services to the Customer's Equipment subject to and in accordance with the Conditions.

Customer (name and title): *Ms P Schaffer*

Otis (name and title):

Gary Avis
Service Sales Consultant

Signature:



Authorised Signature:

Gary Avis
23.9.99

Service Contract

The Agreement

Customer Canary Riverside Estate Management Ltd.
C/o JSS Pinnacle
146-148 Cromwell Road
London
SW7 4EF

Company Registered Number:

Contract Number

M 02322

Building EATON HOUSE (REAR)
39 Westferry Circus
Canary Wharf
London
E14 8RW

Type: Apartments / Flats

Otis OTIS PLC
40 Adler Street
London E11E

Tel. 0171 377 1588 Fax: 0171 377 5486

Otis Registered Office: The Otis Building
43-59, Clapham Road
London
SW9 0JZ

Registered In London No. 66410

Otisline® 0800 181363
Building Code Number:



OTIS

Service Contract Schedule

Agreed Otis Working Hours for Programmed Maintenance Visits and Planned Repairs

- Monday - Thursday 0800 - 1700
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: floor to floor performance time (s)

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The Term

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• Initial Term : 30 years

EQUIPMENT DESCRIPTION			
Unit Number	Otis Unit Description	Customer's Identification	Unit Fee
NW3997	Electric Traction	A7b11	£3,350.00
NW3998	Electric Traction	A7b12	£3,201.00
NW3999	Electric Traction	A7b13	£3,375.00
Annual Fee			£9926.00

Payment Terms In Advance: Quarterly Invoices

Invoicing Address Canary Riverside Development Pte Ltd., c/o JSS Pinnacle, 146-148 Cromwell Road, London SW7 4EF

OTIS undertakes to provide the Services to the Customer's Equipment subject to and in accordance with the Conditions.

Customer (name and title): *Ms P Schaffer*

Otis (name and title):
Gary Avis
Service Sales Consultant

Signature :



Authorised Signature :

Gary Avis
23.9.99

Service Contract

The Agreement

Customer Canary Riverside Estate Management Ltd.
C/o JSS Pinnacle
146-148 Cromwell Road
London
SW7 4EF

Company Registered Number:

Contract Number

M0208C

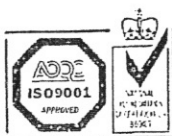
Building BERKELEY TOWER
48 Westferry Circus
Canary Wharf
London
E14 8RP
Type: Apartments / Flats

Otis OTIS PLC
40 Adler Street
London E11E
Tel. 0171 377 1588 Fax: 0171 377 5486

Otis Registered Office: The Otis Building
43-59, Clapham Road
London
SW9 0JZ

Registered In London No. 66410

Otisline® 0800 181363
Building Code Number:



OTIS

Service Contract Schedule

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Target

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- ± 6
- 8

The Term

- Commencement Date : 1 January, 2000
- Initial Term : 30 years

EQUIPMENT DESCRIPTION			
Unit Number	Otis Unit Description	Customer's Identification	Unit Fee
NW3989	Electric Traction	A111	£4,080.00
NW3990	Electric Traction	A112	£3,929.00
NW3991	Electric Traction	A113	£4,103.00
Annual Fee			£12,112.00

Payment Terms In Advance: Quarterly Invoices

Invoicing Address Canary Riverside Development Pte Ltd., c/o JSS Pinnacle, 146-148 Cromwell Road, London SW7 4EF

OTIS undertakes to provide the Services to the Customer's Equipment subject to and in accordance with the Conditions.

Customer (name and title): Ms P Schaffer

Otis (name and title):
Gary Avis
Service Sales Consultant

Signature :



Authorised Signature :

Gary Avis
23.9.99

Service Contract

The Agreement

Customer Canary Riverside Estate Management Ltd.
C/o JSS Pinnacle
146-148 Cromwell Road
London
SW7 4EF

Company Registered Number:

Contract Number M0256C

Building HANOVER HOUSE
32 Westferry Circus
Canary Wharf
London
E14 8RH
Type: Apartments / Flats

Otis OTIS PLC
40 Adler Street
London E11E
Tel. 0171 377 1588 Fax: 0171 377 5486

Otis Registered Office: The Otis Building
43-59, Clapham Road
London
SW9 0JZ

Registered In London No. 66410

Otisline® 0800 181363
Building Code Number:



OTIS

Service Contract Schedule

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- : floor to floor performance time (s)

Target

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- Commencement Date : 1 January, 2000
- Initial Term : 30 years

EQUIPMENT DESCRIPTION			
Unit Number	Otis Unit Description	Customer's Identification	Unit Fee
NW3992	Electric Traction	A3 1	£3,048.00
NW3993	Electric Traction	A3 2	£2,897.00
Annual Fee			£5,945.00

Payment Terms In Advance: Quarterly Invoices

Invoicing Address Canary Riverside Development Pte Ltd., c/o JSS Pinnacle, 146-148 Cromwell Road, London SW7 4EF

OTIS undertakes to provide the Services to the Customer's Equipment subject to and in accordance with the Conditions.

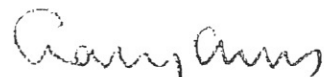
Customer (name and title): Ms P. Schaffer
Operations Director

Otis (name and title):
Gary Avis
Service Sales Consultant

Signature:



Authorised Signature:


23.4.99

Service Contract

The Agreement

Customer Canary Riverside Estate Management Ltd.
C/o JSS Pinnacle
146-148 Cromwell Road
London
SW7 4EF

Company Registered Number:

Contract Number M0280C

Building CANARY RIVERSIDE ESTATE
Westferry Circus
Canary Wharf
London
E14 8RR
Type: Apartments / Flats

Otis OTIS PLC
40 Adler Street
London E11E
Tel. 0171 377 1588 Fax: 0171 377 5486

Otis Registered Office: The Otis Building
43-59, Clapham Road
London
SW9 0JZ
Registered In London No. 66410

Otisline® 0800 181363
Building Code Number:



OTIS

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: floor to floor performance time (s)

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95%
±

The Term

- Commencement Date : 1 January, 2000
- Initial Term : 30 years

EQUIPMENT DESCRIPTION			
Unit Number	Otis Unit Description	Customer's Identification	Unit Fee
NW4017	Hydraulic	Loading Bay	£2,177.00
Annual Fee			£2177.00

Payment Terms In Advance: Quarterly Invoices

Invoicing Address Canary Riverside Development Pte Ltd., c/o JSS Pinnacle, 146-148 Cromwell Road, London SW7 4EF

OTIS undertakes to provide the Services to the Customer's Equipment subject to and in accordance with the Conditions.

Customer (name and title): *Ms P Schaffer* Otis (name and title): Gary Avis
Service Sales Consultant

Signature :



Authorised Signature :

Gary Avis
23.9.99

Terms and Conditions of Service

1. Services

During the Term and in accordance with the provisions of this Contract Otis will in relation to the Equipment provide to the Customer, the Services

2. Replacement Parts

Any replacement part that Otis provides in the performance of the Services shall become the Customer's property once installed or when paid for whichever is the later. A part removed from the Equipment, for which a replacement part is provided, shall, at Otis' election, become Otis' property once the replacement part is installed and becomes the Customer's property.

3. Service Equipment

3.1 Any counter, remote elevator monitoring system ("REM"), meter, or tool (collectively "service equipment") which Otis may use or install under this Contract, with the exception of any telecommunication lines, is and remains the property of Otis and is provided solely for the use of Otis' employees. The Customer grants Otis the right to store or install service equipment on the Equipment and in the machine room and to electrically connect it to the Equipment. The Customer will restrict access to the service equipment to authorised Otis personnel. The Customer agrees to keep the service equipment and the software in the service equipment in confidence as a trade secret for Otis. If the Contract is terminated for any reason, Otis is hereby irrevocably licensed to and the Customer will give access to the Building to remove the service equipment.

3.2 The Customer will be responsible for providing, arranging for and for continuing the connection to and payment of all usage and rental fees for the telecommunication and associated communication lines for the operation of the service equipment except those from Otis' office to its local exchange.

4. Equipment Immobilisation

On endeavouring to advise the appropriate representative of the Customer, Otis shall have the right (but not the obligation) to immobilise the Equipment if, in Otis' reasonable opinion, not to do so may risk injury or damage to any person or property.

5. Annual Fee

5.1 In consideration of Otis agreeing to perform the Services, the Customer undertakes to pay each Year annually in advance (unless otherwise specified or referred to in the Contract Schedule), without deduction or set off (other than any discount expressly provided in the Contract Schedule), the Annual Fee in the amount specified in the Contract Schedule as varied in accordance with the provisions of Condition 5.2.

5.2 The Annual Fee for the First Year shall be fixed at the rate appearing in the Contract Schedule. Thereafter Otis shall be entitled from time to time to increase the Annual Fee, provided that any such increase together with any prior increases introduced pursuant to this Condition shall not as a percentage of the Annual Fee in respect of the First Year exceed the percentage increase in the Electrical Engineering Labour Cost Index published by the British Electrotechnical and Allied Manufacturers Associations "BEAMA" for the period from the Commencement Date to the date from which such increase is to be effective.

5.3 The Annual Fee and all other charges are expressed exclusive of VAT or other similar governmental levies or taxes which shall be payable by the Customer at the same time as the relevant Annual Fee or charge at the then prevailing rate.

5.4 Otis reserves the right to charge the Customer interest at the rate of 2 per cent above the base rate of Barclays Bank PLC from time to time in force where the Annual Fee or any part thereof remains unpaid for 30 days after the due date, and the Customer shall forfeit any right to claim any discounts from the Annual Fee expressly provided in the Contract Schedule or otherwise.

6. Term

This Contract shall commence on the Commencement Date specified in the Contract Schedule and subject to any earlier termination as provided for in these Conditions, shall, unless otherwise specified in the Contract Schedule, continue for an initial term of five (5) Years ("the Initial Term") and shall remain in force thereafter for periods of five (5) Years up to a maximum period of twenty (20) Years unless and until terminated by either party receiving from the other not less than three (3) months prior written notice of termination to expire at the end of the Initial Term or any subsequent five (5) Years period.

7. Termination

7.1 Either party ("the fault free party") may terminate this Contract forthwith:-

- If the other party has committed a breach of a material provision of this Contract and fails to remedy such breach within a reasonable period (being seven (7) days in the case of the Customer's default in payment of the Annual Fee or any part thereof and not less than sixty (60) days in the case of any other breach) of receiving a written notice expressed to be pursuant to this Condition from the fault free party identifying the breach and requesting its remedy; or
- If the other party has entered into any composition or arrangement (whether formal or informal) with the other party's creditors or has a bankruptcy order made against the other party under Section 123 of the 1986 Insolvency Act or becomes the subject of a voluntary arrangement under Section 1 of the said Act or is unable to pay its debts within the meaning of Section 123 of the said Act, or has a receiver, manager, administrator or administrative receiver appointed over its undertaking, assets or income or any part thereof or has passed a resolution for its winding up or suffers any distress or execution or has otherwise ceased to trade.

7.2 The Customer shall be deemed to be in breach of a material provision of this Contract, and Otis may terminate the Contract (as to that part of the Equipment) where work has been undertaken on the Equipment by a person other than an employee of Otis, and where as a result of such work, to perform the Services may in Otis' reasonable opinion give rise to the risk of physical injury to any of Otis' employees or a user of the Equipment or require a material change in the Services, or the cost of providing the Services. Where the Customer sells or otherwise disposes of its interest in the Building, the Customer may assign that part of this Contract with Otis' consent, such consent not to be unreasonably withheld.

7.3 Where the Customer is in breach of a material provision of this Contract Otis may at its election suspend performance of the Services (but without affecting the Customer's obligation to pay the Annual Fee) until such time as such breach is remedied. Where the breach is default in payment of the Annual Fee or any part thereof Otis shall be at liberty to demand security for payment before performing or restoring the performance of the Services.

8. Contract Clarification

8.1 The Customer undertakes to report promptly to Otis any irregular performance of, or defect in or damage to the Equipment.

8.2 During the Term the Customer shall use all reasonable endeavours to ensure that, and the Services shall exclude any work necessitated by the Customer failing to ensure that:-

- proper environmental conditions and clean electricity supplies are maintained for the Equipment,
- the Equipment is used in a normal and proper manner, including preventing a material change in the use or usage of the Equipment and the Equipment is not used to lift loads in excess of the specified competence of the Equipment,
- the Equipment is not vandalised, abused or misused and does not suffer accidental damage,
- the Equipment is kept clean, that no act or omission on the part of the Customer results in the cost of providing or the ability to provide the Services being adversely affected, and that the Equipment is not damaged by the presence of or contaminated by water or other material

8.3 During the Term the Customer will make available to Otis free of charge, all facilities and services, including certified and tested scaffolding and lifting points. Otis reasonably requires to enable Otis to perform the Services

8.4 The Customer will comply with The Health and Safety at Work etc. Act 1974, The Management of Health and Safety at Work Regulations 1992 and all other environmental, health and safety and other related Acts, regulations, codes and legal obligations and good safety practices. Otis may suspend the Services a) if Otis informs the Customer that work outside the scope of the Services is required for the safe or efficient operation of the Equipment or the performance of the Services and the Customer fails to have the work carried out or b) which may involve exposure to any Hazardous Material. The Customer will at its expense promptly remove or neutralise the effects of the Hazardous Material. Hazardous Material includes any hazardous or toxic material (which may be brought into contact or close proximity to an Otis employee have adverse consequences to health), techniques or processes.

8.5 Unless otherwise expressly stated in the Scope of Services the Services do not include any work in relation to decorative and architectural finishes or lighting, the cleaning of bottom tracks and shaft enclosures or any work resulting from shrinkage or settlement of the Building and on hydraulic lifts the inspection or replacement of buried or sunken piping, cylinders or pistons if these extend below the bottom of the shaft.

8.6 Notwithstanding any other provision of this Contract in no event shall the Services include work required by accidental damage or other than fair wear and tear incurred in the ordinary and proper use of the Equipment.

8.7 Unless otherwise expressly provided in the Scope of Services the Services do not include any work necessitated a) as a result of any failure by the Customer to comply with the provisions of Conditions 8.1 to 8.6 inclusive; b) by the Equipment not being in a safe or satisfactory condition at the Commencement Date or c) by modifications to the Equipment not performed by Otis.

8.8 Otis may charge and the Customer agrees to pay Otis for any call out to the Equipment where a) no fault exists with the Equipment or b) the cause of the fault is other than fair wear and tear or c) the service is described in the Scope of Services as being outside the terms of this Contract. Charges shall be calculated at Otis' then prevailing rates for such visit with a minimum charge equal to the then charge for three (3) hours of an Otis engineer's time.

8.9 Otis accepts no responsibility for, and the Customer shall pay to remedy or repair any damage to the Equipment or the Building arising from the proper performance by Otis of any examination or test undertaken at the request of the Customer or a competent person.

9. Limit of Liability

9.1 Neither party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delayed and such party shall be entitled to a reasonable extension of time for the performance of such obligations. Where Otis anticipates such delay will continue for more than three (3) months then either party shall be entitled to terminate this Contract free of penalty or payment of damages.

9.2 Otis will be responsible to repair, replace or renew physical damage caused to the Customer's property or compensate for personal injury including death to any person to the extent such damage or injury is caused by Otis' negligence, but not otherwise. Provided that Otis' total liability for such personal injury including death shall be unlimited and for the repair, replacement or renewal of physical damage to the Customer's property (including damage caused by breach of contract, tort or breach of statutory duty) shall under no circumstances in the aggregate exceed £1,000,000.

9.3 Except as expressly provided for in Condition 9.2 above, and notwithstanding any other Condition of this Contract, neither Otis nor Otis' subcontractors their respective servants or agents shall be liable to the Customer by way of indemnity or otherwise for breach of contract or statutory duty or in tort (including negligence) in respect of defects in the provision of or failure to perform the Services. In no circumstances whatsoever shall Otis be liable for Economic Loss.

9.4 In the performance by Otis of its obligations hereunder time shall not be of the essence.

9.5 The parties agree that any obligation to perform the Scope of Services is a warranty entitling the Customer to the exclusive remedy, subject to the provisions of this Condition 9, of claiming damages

10. Entire Contract and Priority

These Conditions in conjunction with the Scope of Services, the Agreement, and the Contract Schedule:-

- Subject to Condition 11, constitute the entire contract between the parties and shall not incorporate or be deemed to incorporate the provisions of any other or extraneous document;
- Shall supersede the provisions of any previous contract, warranty or representation made or given relating to the Services or Equipment the subject of this Contract.

11. Variation To Contract

No variation, extension, omission or cancellation of the express terms of this Contract shall be binding upon either party unless and until it is confirmed in writing under the hand of a duly authorised officer of such party.

12. Headings

Headings to these Conditions are included for convenience only and do not constitute a part hereof.

13. Law and Jurisdiction

This Contract is governed by and shall be construed in accordance with the Law of the country in which it is made. The parties submit to the non-exclusive jurisdiction of the English courts.

14. Wording

14.1 In these Conditions, the Scope of Services, the Contract Schedule and the Agreement the following expressions shall have the means set out in this Condition 14:-

"Breakdown" means an occurrence to any unit of Equipment, not caused by an event identified in Condition 8.2, which renders the unit of Equipment incapable of operation (and if the unit forms part of a group of lifts no other lift in the group is operational) or likely to enter or cause physical injury to any passenger.

"Conditions" mean these terms and conditions of service which together with the Agreement, the Scope of Services and the Contract Schedule, constitute the entire contract ("the Contract") for the provision of the Services.

"Economic Loss" means any loss of the following kinds whether direct or indirect or consequential and whether or not foreseeable: a) loss of rent, profits, revenue or business opportunity; b) damages representing or calculated by reference to rent, diminution in the value of property or accommodation or the payment to or reimbursement for payments to third parties, and c) economic or pecuniary loss or damage whatsoever or howsoever occurring that may be suffered by the Customer or by any third party.

"First Year" means that period of 12 months commencing on the Commencement Date.

"the Equipment" means each unit ("unit") of equipment specified in the Contract Schedule, which Contract Schedule may from time to time be varied by the mutual agreement of the parties.

"the Building" means the Customer's premises where the Equipment is installed as the same is identified in the Contract Schedule.

"the Services" means the services to be provided by Otis to the Customer in relation to the Equipment in accordance with the Contract, details of which are set out in the Scope of Services.

"the Scope of Services" means that part of this Contract which details the Services

"the Term" means the duration of this Contract as this is explained in more detail in Condition 6.

"Otis Working Hours" means the hours between 0800 and 1700 on each Monday to Thursday inclusive and 0800 and 1500 on each Friday excluding public and bank holidays unless varied in the Contract Schedule.

"Year" means a) the First Year, and b) any subsequent period during the Term of 12 months commencing on an anniversary of the Commencement Date

14.2 Words and phrases defined in the Agreement shall have the same meaning in these Conditions, the Scope of Services and Contract Schedule.

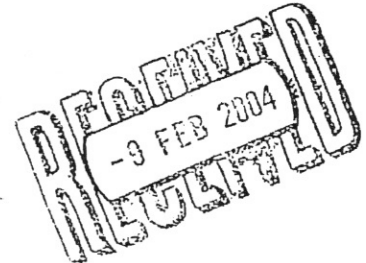
6th February 2004

www.otis.com

Mr Richard Daver
Gross Fine Surveyors & Property Managers
14 - 16 Stephenson Way
Euston Square
London
NW1 2HD

Dear Sir,

**Re:-Canary Riverside Estate, London E14
Lift Maintenance Contracts**



Further to your letter of 30th December 2003, please find enclosed copies of the current Maintenance Agreement for the lifts at Canary Riverside.

This 30-year contract is fully comprehensive and is designed to provide the very highest level of service. Through this contract Otis are committed to providing a service which maintains lift performance, maximises availability and operates a response which is swift and effective. This is demonstrated by the inclusion of breakdown response time and availability warranties that clearly define our objectives and level of service to be provided.

In addition to all parts, labour and 24-hour callout cover, the contract also includes for the statutory safety tests/LGI examinations. With every aspect of lift service and repair covered, this contract negates the need to budget separately for unexpected repairs. The single exclusion is for work, which is caused by misuse or abuse of the equipment.

Should you require any further information on this or any other matter, please do not hesitate to contact me.

Yours Faithfully
For Otis Ltd

David Thorogood
Customer Service Manager
Canary Wharf

Supplies

From:
Sent: 26 June 2015 09:44
To: Supplies
Subject: CREM discount

Importance: High

Hi,

I have raised the paperwork to process the discount from 01/04/2015 as agreed.

The previous total annual billing was £120,661.00.

The new annual billing will be £105,552.13.

This should mean monthly billing of £8796.00.

This is a monthly reduction of £1259.00.

This is to be further reduced by 15% upon the remaining 33 units coming over to us as agreed.

I will be on my way over to you with the contracts shortly.

Regards,

OTIS

United Technologies

UTC Building & Industrial Systems

Otis Ltd

Chiswick Park, Building 5, Ground Floor

566 Chiswick High Road

London W4 5YF

<http://www.ous.com>

Registered Office: Chiswick Park, Building 5 Ground Floor, 566 Chiswick High Road, London W4 5YF. Registered No. 147366



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