

CLIENT [Client name]

PROJECT [Project name]

REF [BMS-SMA-0000]

DATE [dd Month yyyy]

Service & Maintenance Agreement

Commercial kitchen, scullery, bar and cold-room equipment supplied and installed by Black Mango Solutions

Client	[Client name]	Project / site	[Project name, location]
Attention	[Client contact]	Agreement ref.	[BMS-SMA-0000]
Handover date	[dd Month yyyy]	Warranty ends	[dd Month yyyy]

1 PURPOSE

Black Mango Solutions (Pty) Ltd (“BMS”) supplied and installed the equipment listed in Annex A at [Project name]. Every item carries a **12-month warranty** from the handover date. This agreement sets out how BMS keeps that equipment safe, compliant and in service — during the warranty year and afterwards — through scheduled preventive maintenance, breakdown support and clear records.

Planned maintenance is consistently cheaper than emergency repair, protects the manufacturer's warranty, extends equipment life and keeps energy use down. The schedules in this agreement follow the manufacturers' service requirements and recognised industry practice for catering equipment (see section 11).

2 DEFINITIONS

Term	Meaning
Equipment	The items listed in Annex A, supplied and installed by BMS, and any items added in writing.
Warranty period	12 months from the handover date. Parts and labour for defective goods are free of charge; travel and logistics are charged (section 3).
Day rate	USD 500 per day for a service team of two technicians working on site. Travel days are not charged.
Admin fee	10% added to travel and logistics costs that BMS pays on the client's behalf.
PPM visit	A scheduled planned preventive maintenance visit carried out to the checklist in Annex C.
Breakdown	A fault that stops an item working, or makes it unsafe, and that is reported to BMS.
Critical equipment	Items whose failure stops service or puts food safety at risk, marked “C” in Annex A (e.g. combi ovens, refrigeration and cold rooms, dishwashers, extraction).
Response time	The time from BMS receiving a logged breakdown to remote diagnosis, and to a technician on site (section 6).
Working hours	Monday to Friday, 08:00–17:00 local site time, excluding public holidays.
Consumables	Items that wear out in normal use: filters, gaskets and seals, lamps, nets, attractants, water-treatment cartridges, cleaning chemicals, fuses, castors and similar.

3 WARRANTY PERIOD AND HOW THIS AGREEMENT WORKS WITH IT

- **What the warranty covers.** During the 12-month warranty period BMS replaces or repairs, free of charge, any part or item of equipment that fails through a defect in materials or manufacture, **including the labour** to do so.
- **Travel and logistics are for the client's account.** Our sites are remote, so flights or ferries, accommodation, meals, local transport, and freight, customs clearance and duties on parts are charged at cost plus a **10% admin fee**, also during the warranty period.
- **What the warranty does not cover.** Routine maintenance and cleaning, consumables, adjustments caused by normal use, and damage from misuse, power surges, water quality, pests or accidents.

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- **Keeping the warranty valid.** Manufacturers require their equipment to be serviced and descaled at set intervals. Missed maintenance can void a warranty claim, so we recommend this agreement starts on the handover date, with the first PPM visit before the end of month 6.
- **In year 1** PPM visits are charged at the day rate. Where possible, warranty repairs are done during a PPM visit so that no extra trip is needed; the warranty work itself carries no labour charge. **From year 2** all visits are charged at the day rate (section 12).

4 SERVICE PACKAGES

The client chooses one package for the whole site (section 15). All packages include the PPM checklist in Annex C, a signed service report after every visit and an up-to-date asset register. The packages set how often we visit and how quickly we respond; the time on site is charged at the same day rate for every package.

	Essential	Comprehensive	Premium
PPM visits per year	2 (6-monthly)	4 (quarterly)	4 (quarterly) + monthly remote check-in
Service team on site (2 technicians)	USD 500 per day	USD 500 per day	USD 500 per day
Travel and logistics	At cost + 10%	At cost + 10%	At cost + 10%
Breakdown response (section 6)	Best effort	Priority targets	First priority, 7 days
Remote diagnosis (phone / video)	Working hours	Working hours	7 days, 07:00–20:00
Service report & asset register	Included	Included	Included
Annual condition report & replacement forecast	—	Included	Included
Compliance inspections (gas safety, fire suppression)	On request	During PPM visits	During PPM visits
Replacement parts (outside warranty)	List price	List less [5]%	List less [10]%
Critical-spares kit on site	Optional	Recommended	Stock managed by BMS
Staff refresher training	—	1 session per year	2 sessions per year

Travel days to and from site are not charged. A typical PPM visit takes [1–2] days on site, depending on the equipment in Annex A.

5 PLANNED PREVENTIVE MAINTENANCE

PPM visits are booked at least [14] days in advance, at times agreed with the client to avoid service periods. Each visit follows the manufacturer's service schedule and the checklist in Annex C, and covers:

- Safety checks: gas soundness and flame-failure devices, electrical connections and earthing, interlocks and emergency stops.
- Performance checks: temperatures, thermostats and probes, pressures, wash and rinse temperatures, ice production and water flow.
- Preventive work: descaling, cleaning condensers and coils, checking and adjusting door seals, hinges and burners, and replacing wear items due under the manufacturer schedule.
- Software and controls: firmware updates where the manufacturer provides them, error-log review and recalibration.
- Records: a signed service report with readings, photos, defects found, parts used and recommendations.

Typical frequencies by equipment type are set out in Annex C. Where a manufacturer requires a shorter interval, or the site runs unusually long hours, the shorter interval applies.

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6 BREAKDOWNS AND RESPONSE TIMES

Breakdowns are logged by email to [\[service@blackmangosolutions.co.za\]](mailto:service@blackmangosolutions.co.za) or by phone / WhatsApp on [\[+27 82 395 5552\]](tel:+27823955552), quoting the site, the item (Annex A number), the fault and any error code. A photo or short video speeds up diagnosis.

Priority	Example	Remote diagnosis	On site — local*	On site — remote site**
P1 — Critical	Cold room or main refrigeration down, no dishwashing, combi oven out during service	[2] working hours	[24] hours	Next available flight, target [48] hours
P2 — Urgent	One of several units down; reduced capacity	[4] working hours	[48] hours	Combined with next trip, target [5] days
P3 — Routine	Minor faults, cosmetic items, non-urgent parts	Next working day	Next PPM visit or [10] days	Next PPM visit

*Local = within [100] km of the BMS technician base in [city]. **Remote = sites reached by air or ferry, where flight and ferry schedules apply. Targets apply to Comprehensive (working hours) and Premium (7 days); Essential is attended on a best-effort basis.

- **Fix first time.** BMS carries common spares on every visit and manages a critical-spares kit on site under Premium. The aim is to repair the equipment, not only to attend.
- **Imported parts.** Where a part must be imported, BMS confirms the lead time within one working day and offers a temporary workaround where it is safe to do so.
- **Our technicians only.** All work is carried out by BMS technicians or by the manufacturer's authorised service agent appointed by BMS. Repairs by third parties during the agreement may void the warranty and this agreement for that item.

7 TRAVEL TO REMOTE SITES

- Only days on site are charged at the day rate; travel days to and from site are not charged.
- Flights or ferries, accommodation, meals, local transport and airport or jetty transfers are charged at cost plus a 10% admin fee, for PPM visits, breakdowns and warranty repairs alike.
- Freight, customs clearance and duties on parts sent to site are charged at cost plus a 10% admin fee.
- Flights and accommodation may be invoiced before booking so that the trip can be confirmed.
- Where possible BMS combines breakdown attendance with the next PPM visit or with work for other clients in the same area, and shares the travel cost accordingly.
- Where the client provides transfers or accommodation on site, these are not charged.

8 PARTS AND CONSUMABLES

- Only genuine manufacturer parts, or parts approved by the manufacturer, are used.
- Parts outside the warranty are charged at list price less the package discount, and quoted before fitting except low-value items under [amount] needed to complete a repair.
- Consumables (see definitions) are not covered by the warranty; they can be supplied on a scheduled delivery at Annex B prices.
- Removed parts become BMS property unless the client asks to keep them at the time of the visit.

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9 CLIENT RESPONSIBILITIES

- Operate, clean and descale the equipment daily and weekly as set out in the manufacturer's instructions and the BMS handover training; clean canopy filters weekly.
- Maintain water treatment, the electrical supply (including surge protection), gas supply and drainage to the equipment.
- Report faults promptly and stop using any item that appears unsafe.
- Give BMS safe access at the agreed times, with equipment cooled down, emptied and isolated as required.
- Keep the service reports and the daily cleaning log on site and available at each visit.
- Not allow anyone other than BMS or its appointed agent to repair or modify the equipment during the agreement.

10 EXCLUSIONS

Unless agreed in writing, this agreement does not cover:

- Damage from misuse, negligence, accidents, vandalism, fire, flood, lightning or power surges, and faults caused by water quality, scale or incorrect chemicals where treatment has not been maintained.
- Building services: gas reticulation, plumbing and drainage, electrical supply and distribution boards, up to the isolator of each item.
- Deep cleaning of extraction ductwork and fans, and recharge of a fire-suppression system after discharge; these are quoted separately.
- Equipment not supplied by BMS. It can be added after an inspection and, if needed, repairs to bring it to a serviceable condition.
- Consumables, cosmetic damage, glass, and relocation or reinstallation of equipment.
- Loss of food stock, revenue or other consequential loss arising from a breakdown.

11 STANDARDS AND COMPLIANCE

Work is carried out to the manufacturer's service instructions and to the regulations that apply in the country of the site. The schedules in Annex C draw on recognised references, including:

- **SFG20 commercial catering schedules**, developed with the Food Service Equipment Association (FSEA), for planned maintenance of catering, refrigeration and warewashing equipment.
- **BESA TR19® Grease** and **NFPA 96** for kitchen extract cleaning: heavy use (12–16 h a day) every 3 months, moderate use (6–12 h) every 6 months, light use (2–6 h) every 12 months.
- **NFPA 17A** and the system manufacturer's manual for wet-chemical fire suppression: inspection and service every 6 months by a certified technician, with a monthly visual check by the client.
- **Gas installations**: in South Africa, SANS 10087 with work and certificates of conformity by a registered gas practitioner (SAQCC Gas / LPGSASA); local equivalents elsewhere.
- **Refrigeration**: refrigerant handling and leak checks by suitably registered practitioners under local regulations.
- **Electrical**: work on fixed installations by a licensed electrician (in South Africa, SANS 10142-1).

Service records are kept for at least five years and are available to the client, insurers and inspecting authorities.

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12 FEES, RATES AND PAYMENT

- **Service team day rate: USD 500 per day** for two technicians working on site, up to **[8]** hours a day. Travel days are not charged. After-hours, Sunday and public-holiday work is charged as set out in Annex B.
- Travel and logistics, and freight, clearance and duties on parts, are charged at cost plus a 10% admin fee.
- Each visit is invoiced on completion, with the service report attached. Payment is due within **[30] days** of invoice; BMS may suspend non-critical work while an account is overdue.
- Rates are in US dollars, exclusive of VAT and local taxes, and are reviewed once a year on the anniversary date. Imported parts follow the rate of exchange at the time of order.

13 TERM, RENEWAL AND TERMINATION

- The agreement starts on the handover date (or the date signed, if later) and runs for **12 months**.
- It renews automatically for further 12-month periods unless either party gives **[60] days** written notice before the anniversary date.
- Either party may end the agreement on written notice if the other materially breaches it and does not remedy the breach within **[30] days** of being asked to.
- On termination, work carried out and costs incurred up to the termination date are invoiced.

14 LIABILITY AND INSURANCE

- BMS carries public liability insurance of **[amount]** and will provide a certificate on request.
- BMS's total liability under this agreement is limited to the amounts paid to BMS under it in the previous 12 months, except for death or personal injury caused by negligence.
- Neither party is liable for indirect or consequential loss, including loss of food stock, revenue or profit.
- Neither party is liable for delays caused by events outside its control, including flight cancellations, port closures, severe weather and supply interruptions; response times are extended accordingly.

This template is a commercial document for adaptation to each project. Have the liability and termination clauses reviewed by your legal adviser for the country of each site before first use.

15 PACKAGE SELECTION AND ACCEPTANCE

By signing, both parties agree to the terms of this agreement and its annexes for the package selected.

Package selected		Tick one
☐ Essential	☐ Comprehensive	☐ Premium
Start date: [dd Month yyyy]	Day rate: USD 500 per day (2 technicians)	Invoicing: after each visit

Prepared by

Accepted by (Client)

Black Mango Solutions (Pty) Ltd

eduan@blackmangosolutions.co.za

[Client name]

Name / Signature / Date

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Annex A — Equipment schedule (asset register)

No.	Equipment	Make / model	Serial no.	Area	C*	PPM
1	[Combi oven, 10 × GN 1/1]	[Rational iCombi Pro]	[Serial]	[Main kitchen]	C	[6-monthly]
2	[Cold room, chiller]	[Make / model]	[Serial]	[Store]	C	[Quarterly]
3	[Hood-type dishwasher]	[Make / model]	[Serial]	[Scullery]	C	[Quarterly]
4	[Ice machine]	[Make / model]	[Serial]	[Bar]		[6-monthly]
5	[...]					

*C = critical equipment (P1 response). Complete one line per item from the project BOQ and the commissioning records; attach the handover certificates.

Annex B — Rates schedule

Item	Rate (excl. VAT)
Service team of two technicians, per day on site (up to [8] working hours)	USD 500.00
Hours beyond [8] on site, after hours and Saturdays (team, per hour)	[Amount]
Sundays and public holidays (team, per day)	[Amount]
Travel days to and from site	Not charged
Flights, ferries, accommodation, meals, local transport and transfers	At cost + 10% admin fee
Freight, customs clearance and duties on parts	At cost + 10% admin fee
Parts outside the warranty	List price less package discount
Consumables on scheduled delivery	Per current price list
Extraction duct deep clean (if added)	Quoted per site
Fire-suppression recharge after discharge	Quoted per event

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Annex C — Typical PPM frequencies and checks

Equipment	Typical frequency	Key checks and tasks
Combi ovens & convection ovens	6-monthly	Door seal and hinges, steam generator and descaling, probes, fans and motors, error log and software, cleaning system, electrical safety
Gas cooking line (ranges, woks, griddles, fryers, bratt pans)	6-monthly; gas cert. annually	Gas soundness test, burners and pilots, flame-failure devices, thermostats and high-limit cut-outs, gas interlock with extraction, CoC where required
Refrigeration (under-counters, uprights, prep counters)	Quarterly	Condenser coils and fans cleaned, door gaskets, temperatures and controllers, defrost, drain lines, refrigerant leak check
Cold rooms & freezer rooms	Quarterly	As refrigeration, plus door heaters, curtains, alarms, evaporator coils and panel joints
Dishwashers & glasswashers	Quarterly	Wash and rinse temperatures, descaling, wash arms and filters, dosing (with chemical supplier), door and hood mechanism, drain pump
Ice machines	6-monthly	Clean and sanitise, water filter, air filter and condenser, bin thermostat, production check
Coffee machines & water boilers	Quarterly	Descalc, group seals and screens, pressures and temperatures, water filter
Extraction canopies	Each PPM visit	Filters, lights, fan operation, interlocks; duct deep clean 3–12-monthly per TR19 / NFPA 96
Wet-chemical fire suppression	6-monthly	Inspection and service by certified technician, fusible links, nozzles, cylinder and pressure, pull station; client checks monthly
Charcoal, wood & hearth ovens and grills	6-monthly	Flue and spark arrestor, door hinges and seals, firebricks and hearth, gas ignition and flame-failure where fitted, clearances to combustibles
Blast chillers, hot holding & heated counters	6-monthly	Core probes checked against a reference thermometer, cycle times, heating elements and lamps, thermostats, door seals
Water treatment (softeners, filters, RO)	Each PPM visit	Hardness and TDS test, cartridges and resin changed by capacity or date, bypass and pressure; results recorded on the service report
Food prep machines (slicers, bandsaws, mincers, mixers)	6-monthly	Guards and interlocks, blades and sharpening, belts and gears, emergency stops, electrical safety
Insect killers, air curtains & eye-wash stations	Annually	UV tubes changed every 12 months; air-curtain fans and filters; eye-wash flow and water quality. Client flushes eye-wash stations weekly
Stainless-steel fabrication & scales	Annually	Fixings, hinges, castors and levelling, sink wastes and taps; scales checked against test weights
Coastal and island sites	All visits	Salt air shortens the life of condensers and stainless steel: condenser coils cleaned at every visit, coil coating and outdoor units checked for corrosion, surge protection and supply voltage checked