



EMERGENCY CALL-OUT AGREEMENT

STORM WATER PUMP MAINTENANCE & REPAIR

DATE: _____

PARTIES

CLIENT:

Build Bloc / Gill Aggregates

Address: 6LB, Halyard St, Barking, Dagenham RM9 6LF

Contact Name: Bob Sangha

Telephone: 07809 120326

Email: bob@gillaggregates.com

SUBCONTRACTOR:

K5 Construction Limited

Company No: 12194102

Registered Address: Innovation Centre, Maidstone Road, Chatham, ME5 9FD

Contact Name: Ricky Klair

24-Hour Emergency Contact: 07540 495959

Email: r.klair@theklairgroup.com

1. SITE DETAILS

Site Address: Tower Wharf, Northfleet Industrial estate, Lower Rainham Rd, Northfleet, DA11 9BB, Kent.

Site Contact (if different):

Name: _____

Telephone: _____

Storm Water Pump Details:

Location on Site: _____

Pump Make/Model: _____

Installation Date: _____

2. SCOPE OF SERVICES

2.1 K5 Construction Limited ("the Subcontractor") agrees to provide emergency call-out services for the repair and maintenance of the storm water pump installed at the Site ("the Pump").

2.2 Emergency call-out services shall include but are not limited to:

- Response to Pump failure or malfunction
- Diagnosis of Pump issues

- Repair or replacement of faulty components
- Restoration of Pump to full working order
- Temporary measures to prevent flooding or water damage where necessary

3.2 This agreement covers emergency call-out only. Routine maintenance and scheduled servicing are not included unless separately agreed in writing.

3. RESPONSE TIME

3.1 Upon notification of a Pump failure or emergency by the Client, the Subcontractor shall respond within **24 hours** of the call-out notification.

3.2 "Response" means attendance on Site by a qualified representative of the Subcontractor with appropriate equipment to assess and address the emergency.

3.3 The Subcontractor shall make all reasonable efforts to restore the Pump to working order as quickly as practicable following Site attendance.

3.4 If the Subcontractor is unable to attend within 24 hours due to circumstances beyond their reasonable control (including but not limited to extreme weather, road closures, or Force Majeure events), they shall notify the Client immediately and provide an estimated attendance time.

4. CALL-OUT PROCEDURE

4.1 The Client shall notify the Subcontractor of any Pump emergency via:

- **Primary Contact: Inderjit Klair – 07877 088598** [24-hour emergency telephone number]
- **Secondary Contact: Ricky Klair – 07540 495959** [Alternative contact method/email]

4.2 The Client shall provide the following information when requesting emergency call-out:

- Nature of the Pump failure or issue
- Site location and access details
- Site contact person and telephone number
- Any immediate risks or safety concerns

4.3 The Subcontractor shall acknowledge receipt of the call-out request within 2 hours of notification.

5. CHARGES AND PAYMENT TERMS

5.1 Emergency Call-Out Fee:

£200 per call-out (covers initial attendance and first 2 hours on Site)

5.2 Hourly Rate (after first 2 hours):

£50 per hour or part thereof

5.3 Materials and Parts:

Charged at cost plus 15% markup, or as separately agreed

5.4 Out-of-Hours Premium:

Work conducted outside normal working hours (Monday-Friday 08:00-17:00) shall be subject to a premium of 50% on labour rates

5.5 Payment Terms:

- The Subcontractor shall submit an invoice within 7 days of completing the emergency works
- Payment due within 14 days of invoice date
- Payment method: BACS transfer to nominated account

5.6 The Client shall not unreasonably withhold payment where emergency works have been properly carried out, even if the cost exceeds estimates.

6. ACCESS AND SITE CONDITIONS

6.1 The Client shall ensure the Subcontractor has safe and reasonable access to the Site and the Pump at all times.

6.2 The Client shall provide Site induction information, safety requirements, and access codes/keys as necessary.

6.3 The Subcontractor shall comply with all Site rules, health and safety requirements, and security procedures.

6.4 The Client shall inform the Subcontractor of any specific hazards or risks present on Site.

7. LIABILITY AND INSURANCE

7.1 The Subcontractor warrants that they hold appropriate insurance including:

- Public Liability Insurance: minimum £5,000,000
- Employers' Liability Insurance: minimum £10,000,000
- Professional Indemnity Insurance (if applicable)

7.2 The Subcontractor shall provide copies of insurance certificates upon request.

7.3 The Subcontractor shall be liable for damage caused by their negligence or breach of this Agreement but shall not be liable for pre-existing defects or damage caused by third parties.

7.4 The Client shall not hold the Subcontractor liable for consequential losses arising from Pump failure, provided the Subcontractor has responded in accordance with this Agreement.

8. TERM AND TERMINATION

8.1 Agreement Period:

This Agreement shall commence on 01/11/2025 and continue for a period of:

☐ 24 months

9.2 Either party may terminate this Agreement by giving **30 days** written notice to the other party.

9.3 The Client shall remain liable for payment of any emergency works completed prior to termination.

9.4 This Agreement shall automatically renew for successive periods of 6 months unless either party provides written notice of non-renewal at least 30 days before the expiry date.

10. GENERAL PROVISIONS

10.1 **Variations:** Any variations to this Agreement must be agreed in writing and signed by both parties.

10.2 **Force Majeure:** Neither party shall be liable for failure to perform obligations due to events beyond their reasonable control.

10.3 Notices: All notices shall be sent to the addresses/contacts specified in this Agreement and shall be deemed received:

- If by email: on the date of transmission
- If by post: 3 working days after posting
- If by hand: on the date of delivery

10.4 Governing Law: This Agreement shall be governed by the laws of England and Wales.

10.5 Dispute Resolution: The parties shall attempt to resolve any disputes through good faith negotiation. If unresolved, disputes shall be referred to mediation before court proceedings are commenced.

10.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements relating to the subject matter.

10.7 Severability: If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect.

11. SIGNATURES

FOR AND ON BEHALF OF BUILD BLOC:

Signed: _____
Print Name: _____
Position: _____
Date: _____

FOR AND ON BEHALF OF K5 CONSTRUCTION LIMITED:

Signed: _____
Print Name: _____
Position: _____
Date: _____

SCHEDULE A: EMERGENCY CONTACTS

Build Bloc Primary Contact:

Name: Bob Sangha
Mobile: 07809120326
Email: bob@gillaggregates.com

Build Bloc Secondary Contact:

Name: Lucky Gill
Mobile: 07894 144184
Email: lucky@gillaggregates.com

K5 Construction 24-Hour Emergency Line:

Telephone: 07877 088595

K5 Construction Emergency Contact Person:

Name: Inderjit Klair
Mobile: 07877 088595

AGREED RESPONSE TIME: 24 HOURS FROM NOTIFICATION: *This agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.*

