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Maintenance — Guideline on preparation of maintenance contracts

National foreword

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The UK participation in its preparation was entrusted to Technical Committee DS/1, Dependability.

A list of organizations represented on this committee can be obtained on request to its secretary.

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English Version

Maintenance - Guideline on preparation of maintenance contracts

Maintenance - Lignes directrices pour la préparation des contrats de maintenance

Instandhaltung - Anleitung zur Erstellung von Instandhaltungsverträgen

This European Standard was approved by CEN on 23 March 2016.

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European foreword

This document (EN 13269:2016) has been prepared by Technical Committee CEN/TC 319 "Maintenance", the secretariat of which is held by UNI.

This European Standard shall be given the status of a national standard, either by publication of an identical text or by endorsement, at the latest by November 2016 and conflicting national standards shall be withdrawn at the latest by November 2016.

Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. CEN [and/or CENELEC] shall not be held responsible for identifying any or all such patent rights.

This document supersedes EN 13269:2006.

In comparison with the previous edition, the following significant changes have been made:

- further clarification is given in the Scope about its possible use;
- the following subclauses have been added to Table 1:
 - 5.3 Table of contents;
 - 5.5 Contractual documents (moved from 5.9.7);
 - 5.7.7 Assessment of capabilities of the candidate as maintenance service provider;
 - 5.7.8 Assessment of competences of personnel involved in the tasks;
 - 5.7.9 Equipment provided by the maintenance service provider;
- a Bibliography has been added;
- the document has been improved editorially.

According to the CEN-CENELEC Internal Regulations, the national standards organizations of the following countries are bound to implement this European Standard: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Former Yugoslav Republic of Macedonia, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the United Kingdom.

Introduction

The value of maintenance to the owners of items (as defined in EN 13306) cannot be overemphasized. Proper maintenance protects the value of the capital invested and ensures that the required availability is attained.

In addition, as technical and economic developments increase, the demand for contracted maintenance services both nationally and across borders also increases.

It is therefore important that maintenance contracts be approached in a structured and careful manner.

The purposes of this European Standard are

- to promote cross-border company/maintenance contractor relationships and to produce a clear interface between the company and the maintenance contractor for maintenance services,
- to improve the quality of maintenance contracts so that disputes and adjustments are minimized,
- to draw attention to the scope of maintenance services and to identify options for their provision,
- to give assistance in, and advice on, the drafting and negotiation of maintenance contracts and in specifying arrangements in the case of dispute,
- to identify types of maintenance contracts and to make recommendations for the attribution of rights and obligations between the parties of the contract including risks,
- to simplify comparison between maintenance contracts.

Moreover, this European Standard promotes to qualify all the involved competences, that is

- personnel, to whom it is required to increase competences, defined as knowledge, experiences and personal, social and / or methodological capacities;
- organizations, including those that have to require, offer or control the outsourcing maintenance activities, that need to improve effectiveness of their operation processes.

This European Standard also could facilitate in specifying the required output of maintenance activities.

This European Standard is intended for parties who wish to draw up a maintenance contract. It offers headings which are not exhaustive and which parties may or may not include, exclude, modify and adapt to their own contractual relationship.

It does not bind the parties to use any part of this European Standard.

Not all the clauses discussed in the guideline will be applicable to every contract.

Each individual contract should be drafted, and negotiated where appropriate, to take into account the requirements arising from the work required on the items to be maintained, the parties involved and any applicable laws and regulations.

This European Standard contains the following clauses to assist the user:

- Clause 4 “Maintenance activities and stages to the maintenance contract” gives a structured overview of possible maintenance services offered or required. Its purpose is to give advice on activities which may be required in preparing a contract and prior to signing of agreements and also those activities which may be required during the period of any contract;
- Clause 5 “Proposed contract structure and content”, provides a standard checklist for use when drafting maintenance contracts together with important elements for content.

When using this European Standard, a three-step approach should be followed:

- Step 1: The company should decide which maintenance services will be provided in-house and which services will be contracted out; i.e. which maintenance services should be bought from a maintenance contractor and therefore be subject to a maintenance contract;
- Step 2: A pre-qualification stage follows any decision to contract out part or all of any maintenance and it is during this period that the company will identify any contractor or contractors with the capability of performing the required maintenance tasks;
- Step 3: The contract can be prepared using the guidance in this European Standard and the maintenance contractor selected either by price negotiation or by competitive tender.

1 Scope

This European Standard provides guidance on the preparation of contracts in private sector for maintenance services.

It can be applied to:

- cross-border as well as national company/maintenance contractor relationships,
- the whole range of maintenance services including planning, management and control in addition to maintenance operations,
- every type of item with the exception of computer software unless the software has to be maintained as an integral part of, and together with, technical equipment.

It does not

- provide standard forms for maintenance contracts,
- determine rights and obligations between company and maintenance contractor,
- provide rules for agreements with public administrations.

NOTE It is common to have service-level-agreements with different models, including consulting, engineering, improvements and optimization with incentives. It is out of the scope of this standard to consider characteristics of these agreements.

2 Normative references

The following documents, in whole or in part, are normatively referenced in this document and are indispensable for its application. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies.

EN 13306, *Maintenance — Maintenance terminology*

3 Terms and definitions

For the purposes of this document, the terms and definitions given in EN 13306 and the following apply.

3.1 maintenance contractor
contracting party (e.g. organization, joint venture, etc.) that has agreed to undertake responsibility for providing a given maintenance service and obtaining, when specified, supplies in accordance with a contract

Note 1 to entry: This can include the provision of a consultancy service.

3.2 company
customer or recipient of a maintenance service provided by the maintenance contractor

3.3 maintenance location
place at which a maintenance task has to be performed

Note 1 to entry: In case of remote maintenance, the contractor's location from which the operation proceeds.

3.4

maintenance task

range of elementary maintenance activity carried out for a given purpose

EXAMPLE Examples are replacement and repair.

3.5

operation location

area within defined boundaries where the item to be maintained is required to function

3.6

sub-contractor

organization appointed either by party of the contract and responsible to the maintenance contractor for carrying out such work or by services that enable the main contract to be fulfilled

4 Maintenance activities and stages to the maintenance contract

4.1 General

Activities can be broadly divided into those required prior to the signing of the contract and those required after it has been signed.

4.2 Pre-contract activities

Pre-contract activities consist of actions, which are required prior to preparing, and in order to prepare, a contract.

Such activities can comprise the following:

- identifying the maintenance service required;
- preparing a maintenance policy and a strategy for its implementation;
- making a decision on whether to provide the maintenance service in-house or to contract it out;
- deciding the type of maintenance contract which may be appropriate and preparing the required specification;
- identifying maintenance contractors who are capable of carrying out the tasks required;
- assessing the competences of the candidate as maintenance contractors and the competences of its personnel that will be involved in the contract;
- preparing the contract;
- calling for tender and/or negotiating a price;
- evaluating the returned tenders received and selecting the successful maintenance contractor.

4.3 Contract activities

Contract activities consist of those actions to be carried out by the maintenance contractor and those, which will be carried out by the company after the contract has been signed.

There should be adequate liaison between each party to ensure the smooth running of the contract.

In case of contracts of several years duration, the contractors should agree on a periodic verification and validation in order to adjust the contracts.

The maintenance contractor's actions may cover the following:

- a) risk assessment;
- b) supplying the resources of personnel, material and equipment to complete the work required by the contract. The maintenance contractor should demonstrate to be able to provide the work required by the contract as:
 - 1) managers, supervisors, engineers and technicians are qualified, or better certified, as for all that will be required during the contract;
 - 2) all the equipment necessary to prepare, build, commission and control the required works is owned by the company (or in the availability such as determined by the laws) and are kept in good working order, including permits and authorizations for use by control bodies.

This may include dividing the work down into discrete tasks;

- c) preparing a work programme and carrying out the work in accordance with that programme and the requirements of the contract;
- d) providing the management required to control the programme and the work force at every stage;
- e) submitting claims for payment;
- f) management of possible contract changes.

The company actions may cover:

- g) risk assessment;
- h) budget control of the contract and validation of maintenance contractor's claims for payment;
- i) agreeing any extra work which may be required or other variations to the contract;
- j) quality assurance requirements and overall management to ensure that the contractor meets the requirements of the contract;
- k) verifying that maintenance performed complies with the contract requirements;
- l) payment.

5 Proposed contract structure and content

5.1 General

Table 1 gives a checklist of important elements in a maintenance contract, and their content. Other elements may also be included.

Table 1 — Checklist of important elements in a maintenance contract and their content

Elements of contract		Intention	Proposed content
5.2	Heading	Identification of the contract and the parties.	Name of the parties, addresses, registration details, identity of signatories of the contract, title of signatories The heading should include the notion of “maintenance service agreement”. Further specifications should be made in a subtitle.
5.3	Table of contents	Helps to find topics	Titles of the elements
5.4	Objective	The contract document should start by defining the general intention of the parties.	Specific statements of agreed intentions of the parties to the contract.
		The preamble helps interpretation of the contract in case of dispute and wording of amendments in case of future variation to the contract.	Avoid general phrases. Name the type of contract.
		Stating the general intention of the parties and the purposes of the contract may be especially important for long-term contracts when changing conditions may make adjustments to the contract necessary.	
5.5	Contractual documents	To define which documents comprise the contract and what is their priority ranking.	Documents, enumeration of any document, which comprises rights and obligations of the parties as agreed; <ul style="list-style-type: none"> • priority ranking, e.g.: <ul style="list-style-type: none"> – the agreement, which is named the (main) contract (confirmation of order, etc.); – priced articles and conditions of payments; – plans, drawings, designs and technical descriptions; – technical standards; – special terms of trade;

Elements of contract		Intention	Proposed content
			<ul style="list-style-type: none"> - standard terms of trade; - etc.
5.6	Definitions for the contract	<p>In the area of maintenance, many terms are often used with different or ambiguous meanings.</p> <p>Therefore, the meaning should be defined in a way binding on both parties.</p>	<p>Technical, commercial and legal terms of major concern.</p> <p>It is recommended that adopted national, European or international standards be used instead of the parties own definitions.</p> <p>The type, name, date and source of the standard for definitions should be specified.</p> <p>EXAMPLE EN 13306, EN 13269.</p>
5.7	Scope of the tasks		
5.7.1	Operation location	Description of the area where the item to be maintained is located.	<p>Specific description as appropriate:</p> <ul style="list-style-type: none"> • country; • town; • building; • item, equipment; • section of process; • etc.
5.7.2	Maintenance location	Specific description of the location where the tasks have to be performed by the maintenance contractor.	<p>Specific description as appropriate:</p> <ul style="list-style-type: none"> • country; • town; • building; • machinery, equipment; • section of process; • etc.
5.7.3	Content	The tasks to be performed by the maintenance contractor should be clearly described (what and when), and where necessary those excluded from the scope.	<p>All tasks that shall be performed under the contract should be clearly described.</p> <p>The description of the tasks may include the following information:</p> <ul style="list-style-type: none"> • items to be maintained; • steps that have to be performed; • desired result; • measurable objectives for result; • tools, means, techniques that have to be applied; • safety requirements that have to be complied with; • date, time, period or

Elements of contract		Intention	Proposed content
			<p>frequency the task is to be performed;</p> <ul style="list-style-type: none"> • condition of operation or use; • qualification of workers; • programming (flow charts, work processes); • etc. <p>Usually the description of the scope of the tasks requires many pages and therefore it is recommended this section be made an appendix to the contract.</p>
5.7.4	Time	To fix the time scale during which tasks have to be performed.	<ul style="list-style-type: none"> • Time schedule: which tasks have to be performed at which dates (deadlines), after which occurrence or within which period frequency; • minimum and/or maximum time between request of company and start of work; • completion date or times within which task should be performed; • etc.
5.7.5	Impediment	To define cases and consequences of impediments occurring.	<ul style="list-style-type: none"> • Impediments, reasons for changes of time schedule and/or completion date; • mutual information obligations; • procedure to achieve agreement on changes; • consequences (cost, other variations to the contract); • etc.
5.7.6	Delay	To define task completion delay and possible consequences.	<p>Definition: delay occurs as soon as a task is not completed by the due contracted time or date.</p> <p>Rights to rescind the contract, for example:</p> <ul style="list-style-type: none"> • refusal of a request for reasonable extension of time to the contract; • if an extension of time is not acceptable to the company because it

Elements of contract		Intention	Proposed content
			<p>cannot be accommodated within his time scale;</p> <p>Compensation in case of default. The amount of compensation may depend on the nature or degree of the default;</p> <p>Penalties (see 5.9.4).</p>
5.7.7	Assessment of capabilities of the candidate as maintenance services provider	The maintenance contractor should demonstrate to have an organization able to perform all required during the contract.	<ul style="list-style-type: none"> • Management It exists a structured organization and all relevant roles in staff are occupied. • Equipment The provider owns and has personnel able to use properly all required equipment and instruments. • Authorizations The provider has all authorizations required by law (as for safety, environment, etc.) to do the required tasks.
5.7.8	Assessment of competences of personnel involved in the tasks	The maintenance contractor's personnel should have all the required competences to do the required works.	<ul style="list-style-type: none"> • For example, managers, supervisors, engineers and technicians should be qualified. • The responsible of the activities done by the supplier shall be in agreement with local laws and/or European directives.
5.7.9	Equipment provided by the maintenance service provider	Equipment shall be in compliance with the requirements of the law.	Equipment shall be in working order and as required by law. All equipment subject to periodic checks shall be accompanied by the relevant test certificates and calibration.
5.8	Technical arrangement		
5.8.1	Verification	It gives specific information about the conditions/requirements that have to be met for acceptance of the work by the company.	<p>Objective and measurable conditions.</p> <p>The information should include</p> <ul style="list-style-type: none"> • who verifies (delegation is possible), • how verification is made (procedures),

Elements of contract		Intention	Proposed content
			<ul style="list-style-type: none"> • when verification is made (date of point in process, intermediate verifications), • what is verified (part of the tasks), • ways of acceptance, • etc.
5.8.2	Technical information	<p>For the performance of maintenance tasks, it is often necessary for the maintenance contractor to receive information about the condition of the items that has to be maintained.</p> <p>During maintenance, the condition of items may be altered and the client needs information about the altered condition of the equipment.</p>	<p>A checklist of all relevant technical information that has to be exchanged between client and contractor should be included (in an annex for example).</p> <p>To be defined by whom (maintenance contractor, company), how (means of recording, procedures, correction of mistakes) when (date, time) and what information (work done, spare parts installed, overtime, delays, damages repaired, etc.) is to be exchanged.</p> <p>Possible release of technical information to third parties.</p>
5.8.3	Spare parts/materials and consumables	<p>Statement of the strategy to supply spare parts, materials and consumables as required.</p>	<p>Recommended information:</p> <ul style="list-style-type: none"> • responsibility of supply; • ownership; • quality required; • supply source (original or not); • responsibility for and location of storage: • stored with either the company and/or the maintenance contractor; • procedure for ordering spare parts; • consequences of not or late ordering by the company; • changes of types of spare parts and integrated software; • consequences of not ordering new software by the company. • availability and delivery time; • etc.

Elements of contract	Intention	Proposed content
		If possible, a list of spare parts or crucial spare parts should be included.
5.9	Commercial arrangement	
5.9.1	Prices	<p>Specifications for the financial compensation of the maintenance contractor for performing the maintenance tasks.</p> <p>For maintenance contracts, the following price schemes may be used singly or in combination:</p> <ul style="list-style-type: none"> • lump sum price; • hourly rates; • cost plus pricing; • performance and/or incentive based pricing; • price schedule; • unit price; • etc. <p>Prices might be fixed or variable.</p> <p>Regardless of the chosen pricing scheme, the contract should state what items are included in the prices:</p> <ul style="list-style-type: none"> • taxes, duties and levies; • insurance; • accommodation, travel expenses, allowances; • transportation; • mobilization / demobilization costs; • materials and spare parts; • costs for reproducing documents; • costs of information technology systems; • index linking or other formula for price adjustments; • etc.
5.9.2	Terms of payment	<p>Specify conditions that affect payments made or claimed under the contract.</p> <p>Conditions:</p> <ul style="list-style-type: none"> • currency of payment; • method of invoicing; • descriptions of items or work for which payment is claimed; • price reduction for prompt payment; • penalties for late payment;

Elements of contract		Intention	Proposed content
			<ul style="list-style-type: none"> • retention of payment; • down payments; • due date of payment; • payment schedule; • etc.
5.9.3	Warranties	Definition of the rights of the company and the obligations of the maintenance contractor in case of non-performance by the maintenance contractor according to the contract.	<ul style="list-style-type: none"> • What the contractor warrants; • warranty period; • commencement of warranty period; • procedure to file warranty claim (time limit); • contractors obligations and clients rights (may differ depending on how the claim arises; damage, repair, price, reduction, indemnification); • transfer of warranty; • etc.
5.9.4	Penalties/Liquidated damages	Specifications of penalties/liquidated damages to be paid in case of non-compliance with contractual agreements.	<ul style="list-style-type: none"> • Amount or formula for calculation; • basis; • cases; • necessary proof; • upper limit; • etc.
5.9.5	Incentives	Specifications of incentives to be paid in case of early completion, cost reduction, increases net profit.	<ul style="list-style-type: none"> • Amount or formula for calculation; • basis; • cases; • necessary proof; • upper limit; • etc.
5.9.6	Insurances	To describe any insurances that may be required either under the contract or by law, which party will be liable for providing them and the procedures.	<ul style="list-style-type: none"> • What (risks covered); • who (party liable for its provision and beneficiary of insurance if different); • how (justification of insurance, minimum amount of insurance, self-retention); • procedures in case of damage. State any insurances which may be required, which party will be liable for providing them, when they may be exercised and the

Elements of contract		Intention	Proposed content
			<p>procedures for it;</p> <ul style="list-style-type: none"> etc.
5.9.7	Financial guarantee	To describe any financial guarantees that may be required to safeguard the company or the Maintenance contractor.	<ul style="list-style-type: none"> Type of guarantee (conditions in which guarantee could be made e.g. deposit, bank guarantee, securities); date or event until when guarantee expires or has to be valid; when, under condition the payment of guarantee can be claimed; amount; etc.
5.10	Organizational Arrangements		
5.10.1	Conditions for performance	The contract should specify the responsibilities required of each party to enable the maintenance task to be performed.	<p>List the services etc. and means to be provided by each party to the contract, for example:</p> <ul style="list-style-type: none"> facilities; storage space; energy, water etc.; special tools; spare parts; measures required to allow maintenance staff to work, travelling, housing, work permits; working conditions and environment; integration of the maintenance tasks to be performed by the client; requirements for working hours; etc.
5.10.2	Health and safety	Specification of measures to satisfy the health and safety regulations required by law or other regulations for the protection of employees and/or the general public.	<p>Statement of</p> <ul style="list-style-type: none"> relevant health and safety regulations required by law, specific safety regulations of contractual parties (e.g. emergency plan for plant/site and applicable risks assessments analysis), required training and permits for maintenance

Elements of contract		Intention	Proposed content
			contractor's employees, <ul style="list-style-type: none"> • provision of protective measures (clothing, vaccinations, health certification), • etc.
5.10.3	Environmental protection	Specification of any measures for protection of the environment.	Provisions for <ul style="list-style-type: none"> • handling of waste/waste disposal, • prevention of pollution (liquid, gas, solid materials and noise).
5.10.4	Security	Specifications for safeguarding of property against unauthorized access and loss.	Arrangements for <ul style="list-style-type: none"> • special requirements of equipment, • safety of information and data systems, • documentation of security measures, • authorizations/permits for access, • confidentiality: how to protect information, • etc.
5.10.5	Quality assurance	Definition of measures to ensure the quality of the maintenance services.	Requirements for <ul style="list-style-type: none"> • quality system of contractor, • auditing requirements, • personal qualifications, • transfer of knowledge between the parties, • quality indicators (KPIs), • quality plan, • etc.
5.10.6	Supervision/management	Provision for contract management, supervision of the tasks, and cooperation between the parties and other contractors.	Define <ul style="list-style-type: none"> • contact persons between parties, • nominate contract manager and supervisor representing each party. The contract manager is responsible for complete maintenance programme; • applicable organizational chart. Nomination of subcontractors: <ul style="list-style-type: none"> • ability of the company to request the maintenance contractor to submit

Elements of contract		Intention	Proposed content
			<p>names of employees to be used on the work;</p> <ul style="list-style-type: none"> • provision of the contract manager to keep a diary of events; • etc.
5.10.7	Records	To give evidence of events and circumstances affecting the performance of the contract.	<p>Events of importance affecting contractual agreements to be recorded:</p> <ul style="list-style-type: none"> • what – work performed, spare parts installed, time spent, overtime, deficiencies, impediments, delays, etc.; • by whom – contractor, company, delegates; • when – date, exact time and duration of occurrence; • how – means of recording, procedures, witnessing; • etc.
5.11	Legal arrangements		
5.11.1	Property rights/copyrights	<p>To define ownership and rights of use of relevant rights existing or arising through the performance of the contract.</p> <p>This should cover industrial property, (patents, design, marks), methods, property of items, copyright.</p>	<ul style="list-style-type: none"> • Information of such existing rights connected with the contract: <ul style="list-style-type: none"> – rights and restrictions of use; – rights and restrictions to transfer such rights or to give relevant information to persons not entitled. • Rights arising in performing the contract: <ul style="list-style-type: none"> – who is the owner (possibility of joint ownership); – who maintains the database of records of the proceedings, which countries and periods; – rights and restrictions to be placed on the parties (use, transfer, publications). • Specify the rights which each party will have in the ownership of matters

Elements of contract		Intention	Proposed content
			<p>such as</p> <ul style="list-style-type: none"> - documents, - information, - copyright. <ul style="list-style-type: none"> • Special consequences of break of obligations by this clause: <ul style="list-style-type: none"> - which party has to act, how, who, information, proceedings; - arising cost. • Validity of these clauses beyond term of the contract.
5.11.2	Confidentiality	How to protect and ensure proper use of confidential information.	<p>Issues:</p> <ul style="list-style-type: none"> • notification and indication of confidential information; • restrictions regarding use, access, permits; • restrictions to transmit, as far as allowed – obligations of recipient; • obligations to be transferred to recipient's employees; • consequences (special ones) of breach of this clause; • validity of this clause beyond termination of contract; • etc.
5.11.3	Force majeure	To define cases and consequences of force majeure.	<ul style="list-style-type: none"> • Listing of cases; • information or obligations; • discontinuance of works; • protection of work already performed; • resumption of work; • additional cost (which party will support or share additional cost); • obligation of the parties to take actions to minimize additional cost; • possible rescission of contract, if force majeure takes a certain time;

Elements of contract		Intention	Proposed content
			<ul style="list-style-type: none"> • etc.
5.11.4	Liability	To define liabilities for damages caused by a party or its employees when performing the contract.	<ul style="list-style-type: none"> • Indemnification of third persons for injuries or death and for damage to their property; • for damage to property of the parties (an indemnity limit should be agreed if possible); • proceedings; • etc.
5.11.5	Settlement of disputes	To define by whom, where and how disputes have to be settled.	<ul style="list-style-type: none"> • Negotiation, conciliation; • agreement whether an arbitration procedure is required and binding for both parties; • arbitration: • arbitrators (numbers, qualification, appointment); • location of proceedings; • proceedings; • court; • competent court (kind, location); • etc.
5.11.6	Reasons and formalities for termination or rescission	To define reasons and procedure for termination or rescission.	<p>Define the different reasons:</p> <ul style="list-style-type: none"> • expiration of time agreed upon: <ul style="list-style-type: none"> - mutual written information (if agreed). • one party gives notice: <ul style="list-style-type: none"> - minimum period of contract; - period/time of giving notice, date of expiration. • period of extension of contract if no notice given: <ul style="list-style-type: none"> - date of expiration; - which works and payments have to be performed before date of expiration. • mutual agreement: <ul style="list-style-type: none"> - date of expiration; - works to be

Elements of contract		Intention	Proposed content
			<ul style="list-style-type: none"> performed until an agreed date; – due date (s) of open payments; • etc.
5.11.7	Variation, supplementation and alteration of the contract	To define relevant formalities.	<ul style="list-style-type: none"> • Form of supplement or alteration (written or means of recording); • persons authorized to sign (e.g. project leaders); • etc.
5.11.8	Possible assignments and subcontracting	<p>What and to whom the maintenance contractor may assign obligations and/or rights.</p> <p>To define when and how the maintenance contractor may appoint sub-contractors.</p>	<ul style="list-style-type: none"> • What (the contract totally or in part); • to whom (qualification of assignee, excluded persons) and how (agreement); • liability, notification, cancellation; • legal succession concerning a contract partner; • proceeding for acceptance of subcontracting and approval of the terms of payment, if requested by the laws and regulations; • etc.
5.11.9	Governing law	To define the law of which country applies to the contract to determine how it should be interpreted and disputes settled.	<ul style="list-style-type: none"> • Which law (national, federal) is chosen by the parties; • the parties shall comply with compulsory laws and regulations applicable to where the work is performed; • etc.
5.11.10	Governing language	To define the governing language if the contract is written in more than one language and questions arise regarding the correct meaning.	<ul style="list-style-type: none"> • Language for correspondence, technical documents, and other communications between the parties
5.11.11	Validity of the contract	To define prerequisites and/or conditions for validity of contract as well as proceedings, if contract is or becomes invalid by not complying with relevant laws.	<ul style="list-style-type: none"> • Date of or until which the contract has to be valid; • renewal period; • undertaking of parties to attain intent of contract if laws cause invalidity in part(s) or as a whole;

Elements of contract		Intention	Proposed content
			<ul style="list-style-type: none"> • etc.
5.11.12	Notification	To ensure that all instructions and communications are made or confirmed within a given time limit.	<ul style="list-style-type: none"> • The means of transmission; • listing of issues for notification; • content required; • time limit for notification; • etc.
5.11.13	Contract date	To give the date when the (main) contract was signed.	<ul style="list-style-type: none"> • Where and when signed; • date by which any attachments forming part of the contract, shall be completed; • etc.

Bibliography

EN 13460, *Maintenance — Documentation for maintenance*

EN 15341, *Maintenance — Maintenance Key Performance Indicators*

EN 15628, *Maintenance — Qualification of maintenance personnel*

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