

ORGAN TUNING CONTRACT

AN AGREEMENT made this(date)

between **ORGAN BUILDERS**

hereinafter called "the Contractor"

and

hereinafter called "the Client" of the other part:

WHEREBY the Contractor undertakes the tuning and maintenance of the organ at

.....

by annual contract as follows:

NUMBER OF ½ day/1 day/2 day VISITS PER YEAR

CURRENT RATE PER VISIT £

(VAT is to be added to each payment).

SERVICES UNDER THIS AGREEMENT COMMENCE

CONDITIONS to be as stated overleaf.

Signed on behalf of the Contractor

Signed on behalf of the Client

CONDITIONS

1. The services rendered under this Agreement include, in addition to tuning and regulating, all necessary adjustments and minor repairs not extensive in character, and capable of being carried out by the tuner with his normal equipment within the allotted time. Any repair or replacement beyond the scope of the tuner at that visit shall form the subject of a report and quotation. Specific tuning or mechanical faults requiring attention shall be recorded by the Client in the tuner's book, or reported to the tuner in writing before the visit.
2. Attention to or repair of the blowing machinery, generator and/or transformer-rectifier or other apparatus not part of the organ mechanism is excluded from this Agreement.
3. The visits will be at regular intervals corresponding with the visits of the Contractors' representative to the area in which the organ is situated. Any visits made at the request of the Client outside normal working hours (Monday to Friday between 8 a.m. and 5 p.m.) may be the subject of a special charge. Travel time is included in the cost of each visit. Mileage, parking fees and congestion charges may be charged as extras.
4. Extra visits as ordered in addition to those provided for in the Agreement are subject to an additional charge on the basis of the cost involved.
5. The duration of each visit shall be such that the tuner shall attend to the tuning and leave the organ in serviceable order having regard to its general condition and subject to clause 1. The tuner will leave a notification of each visit at the organ console.
6. The Client shall provide all reasonable facilities including suitable ladders and the free use of electric light and power, gas, water, heating and other services required. The Contractor will assess the risks associated with working on the organ. Risks which are deemed to require action will be discussed with the Client and confirmed in writing. The Client shall provide adequate lighting within the organ, as requested by the Contractor for safety reasons.
7. Reasonable notice having been given and received the Client shall ensure silence in the building and permit the tuner to carry out his duties without interruption.
8. In winter months the building must be heated to the degree usual on days when the building is in use to ensure stability of tuning. In cases where circumstances prevent adequate heating being obtained, the tuner will make all practicable allowance for unduly low temperature conditions or postpone the tuning.
9. The Client is invited to arrange that a deputed official check and pass the organ before the tuner leaves. The Client accepts that any marked alteration in climatic conditions following the visit is liable to disturb the tuning and adjustment given.
10. This Agreement is based upon the cost of labour, subsistence and travelling expenses at the time of signing and is subject to increase proportional to any alteration in costs incurred in providing the service.
11. This agreement is subject to six months' written notice of termination by either Party, or payment by the Client in lieu of his notice, otherwise it shall continue from year to year without express renewal unless otherwise agreed between the Client and the Contractor in writing.
12. Neither the said sum nor any increased sum payable pursuant to the terms hereof by the Client to the Contractor includes duty or tax (government municipal or otherwise) that may be levied on the transaction and any such shall be paid by the Purchaser.
13. Payment shall be made within thirty days of the submission of each invoice. If the Client fails to make payment within 30 days, interest at the rate of 10% shall be chargeable upon such payments.