

Terms and Conditions of Maintenance Contract

1) The Customer Authorises:

- a) To pay the maintenance charge in the agreement under all circumstances and in full to the Company. If any occasion arises where the whole or part of is in arrears for more than 30 days the Company reserves the right to suspend all services until the arrears has been cleared.
- b) To notify the Company immediately if any fault or repair work arises in the equipment. The customer must notify the Company in writing and allow the Company to perform the relevant maintenance work.
- c) To notify the Company if any alterations of the equipment is to be carried out. If for any reason the customer decides to employ an agent not authorised by the Company, the Company reserves the right to inspect the work in accordance with the current 'code of practice'. The Company will be allowed to terminate the contract if any breach of this contract has been made. This condition also includes the customer not carrying out any maintenance, repair, adjustment or service work without the Company's consent. The customer will not be obliged to tamper with the equipment.
- d) Any reprogramming and service work which has to be carried out by the Company through fault of the customer will be charged for at the Company's current rate.
- e) The contract will not begin until written consent has been received from the Company.
- f) If a modem is provided by the Company to the customer it must stay on site for the whole duration of the contract. If the contract is terminated the customer must return the modem at their cost.
- g) The contract will last for a minimum period of twelve months from the start date. The contract will continue on an annual basis unless written notice has been received by the Company at least 90 days before the renewal date.
- h) To agree to all provisions of the contract. If any of the provisions fail to be met the Company reserves the right to terminate the contract immediately by means of a written notice.

2) The Company Authorises:

- a) To maintain the provided equipment at the listed address, and any other address's that are covered under this contract, in good working order. To repair and replace faults caused by poor workmanship or faulty materials without charge. The Company will reserve the right not to service the equipment, without prejudice, if the charge for the contract is overdue.
- b) It will be at the expense of the customer to service equipment which is found to be faulty due to the Electrical supply or that any person not employed by the company who tampers with the equipment.
- c) It will be at the expense of the customer to alter any extension wiring or equipment under the current 'code of practice'.
- d) It will be at the expense of the customer to choose to appoint agents to carry out alterations in receipt of a 14 day notice. Alterations must be carried out within the current 'code of practice'. The Company will have the right to inspect such work. If this work is found to be unsatisfactory by the Company, the customer will have to make the work satisfactory within 30 days of inspection.
- e) It will be at the expense of the customer to move equipment to alternative premises at their request. The Company must believe this alternative to have a suitable service and reception facility.
- f) During the contract, if a maintenance charge has been paid, service work will be carried out by the Company as soon as practical after notification has been given. The Company will provide an engineer to carry out replacements and repair work within normal working hours. This could

include 'spare' parts and reprogramming of software. It could include maintenance work as a result of proper daily use of the equipment. Any other maintenance work that is to be carried out by the Company caused by improper use of the equipment will be at the Customers expense at the Company's, current rate. Maintenance work will only be carried out at the premises stated overleaf this also includes repairs and replacements of equipment.

3) Contract Exclusions.

Maintenance service does not include:

- a) Any external electrical work to equipment including maintenance of attachments, accessories, devices or machines that have not been provided by the Company.
- b) Any repairs caused by failure or surge of electrical source, including lightning strike on telephone lines. Also any repair or damage due to accident; neglect or tampering.
- c) Painting and finishing of equipment, furnishing and accessories for the equipment will be at an extra charge. Relocation of equipment will also be at an extra charge.
- d) No moving and re-furbishing of the equipment's electro-mechanical components will take place within or out of the Company's premises.
- e) Replacement of any accessories.(i.e. answering machine tapes)
- f) No external extension wiring will be repaired under this contract.
- g) No batteries will be replaced or maintained.
- h) If anyone other than the Company carries out maintenance or repair work on the equipment and as a result the Company is needed to repair the equipment to good working order, the Company will then do this work at their applicable rates and terms.

4) The Company reserves the right to have access to the equipment at any necessary times within the maintenance contract.

5) Any addition or changes to specification to the equipment under the maintenance contract may result in an adjustment to the maintenance charge.

6) Force Majeure:

- a) The Company shall be under no liability for any delay in or failure to perform all or part of its obligations hereunder if such delay or failure shall be due to an Act of God, strikes, lockouts, labour disturbances, statute, order or any regulation of any Government, public, local or other Authority, delays or defaults of suppliers and sub-contractors and without prejudice to the generality of the foregoing, any other causes beyond the reasonable control of the Company.

7) Liability Limitations:

- a) The Company shall be liable for physical damage to the property where the equipment is installed by the Company or its employees, provided the Company will not be at a loss of business or profit through such damage.
- b) The customer agrees that save as set forth in sub-clause above, the Company shall not have any liability to the customer for damage, loss or injury of any kind that may arise within the contract or not.
- c) No action is to be taken other than non-payment of any payments due to the Company out of the contract may be taken by the customer or Company in excess of 12 months after the cause of action has occurred. This does not include non-payments which can be brought within 12 months of last payment.

- d) The Company reserves the right to cease service if the customer is in default of payment.
- e) The Company is not liable for loss of business to the customer or their agents, which may be due to a fault or breakdown in the equipment.

8) This contract shall be governed for all purposes by the Laws of England.

9) This contract embodies the entire agreement between the parties and may be waived, amended or supplemented only in writing, executed jointly by the Company and the customer.

10) Type of Service

- a) Monday to Friday 9am - 5pm (excluding public holidays).

11) The Company cannot be liable for failure of any ancillary equipment or alarm that is attached to the equipment covered under the contract or if any equipment fails due to a result of these.

12) The Company will not be liable for any loss of computer data as a result of the equipment supplied by the Company or covered by the contract.

13) The right to terminate the contract.

- a) The Customer and the Company reserves the right to terminate the contract if the other party commits a breach of this contract or if any execution or distress shall be put upon the other party's assets. This includes if any party makes any arrangement with creditors, or commits any act of bankruptcy is presented. This includes if either party is a Limited company and winds up its business (other than to reconstruct or amalgamation) shall be presented, there being the other party (being a Limited company) will be appointed.
- b) If the company terminates the contract due to the above it still reserves the right to:
 - i) Any advance payment made by the customer may be retained.
 - ii) Any unfilled part of the contract may be terminated or determined.
 - iii) Goods in transit may be halted.
 - iv) The company will have access to the customer's premises to protect, remove and dispose of any products at any time in which the property has not passed from the Company to the Customer.
- c) The granting by the company to the customer of time or any other forbearance or concession shall not be prejudice or waiver of the company's entitlement to enforce any of its rights under this contract.