

# Terms & Conditions of Service Support Agreement

## 1. GENERAL

Unless otherwise expressly stated by the Companies in writing, all quotations are made and orders accepted on the following terms and conditions (a) "Company means any one of the wholly owned subsidiaries of Network Communications Group Ltd, being either Network Voice & Data Ltd, Fusion Four Telecoms Ltd or Meridian Options Systems Support Ltd" (b) "Contract" means any contract made subject to these conditions (c) "Customer" means any persons or organisation with whom The Company enters into subject to these conditions.

## 2. SERVICE PERIOD & CHARGE

The customer shall pay the initial charge for the Service & Support as specified on the face of this Agreement for the "Equipment" (being: the Equipment described on the face hereof) on the commencement date unless specified otherwise, on the document.

The contract charge and any other amounts payable under the terms of this Agreement are exclusive of Value Added Tax or tax levies or duties which will be charged on invoices at the appropriate prevailing rate.

The Company may alter the cost of service for any year following the primary period on giving the customer 14 days written notice. The annual or monthly invoice will be deemed as written notice having been given.

Termination of this contract must be in writing and be received a minimum of 60 days prior to the end of the initial contract period or 60 days prior to the renewal date of subsequent periods. Written notice will only be deemed as having been given by the Customer if proof of delivery can be verified to the Company's registered office.

The initial minimum contract period will be 60 months. Request termination after this period will be deemed notice for the following anniversary of the contract. Termination of the contract before expiry of the initial contract period will result in 75% (per cent) of the charges for the remaining period becoming due and payable.

## 3. ALTERATIONS/ADDITIONS

Only an installer or maintainer authorised by The Company shall carry out any alterations or additions to the equipment, extensions and peripheral Equipment including wiring. Any alterations shall be notified to The Company 14 days prior to commencement of service. Additional equipment supplied shall be deemed part of the original service contract and will be charged on a pro-rata basis, for the remaining period to the next anniversary, and thereafter annually or monthly.

The Company will not service any additional items which are not part of the System unless agreed in writing; if agreed, the Customer will have to pay an additional charge from the date of our agreement.

## 4. SERVICE & SUPPORT

The Company undertakes during this Agreement to service the equipment in accordance with Terms & Conditions of this Agreement to the level specified on the face of this document "Type of Cover" as defined in Schedule 1, except when the repair is necessitated by:

- A fault due to the Customer's error
- The equipment being subjected to abnormal physical or electrical stress, including power surges, and strike by lightning.
- The equipment being damaged due to accident, neglect, misuse by the Customer, acts of God, failure or fluctuation of electrical power or causes other than ordinary use the equipment being tampered with by the customer or any other party
- Any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply and/or Network service and connections and/or host PABX systems.

The above faults or damage which are considered to be outside The Company's service liability under Agreement may be repaired by The Company at the price prevailing at the time.

The equipment may be replaced at the option of The Company for any length of time at The Company's discretion with similar equipment that will also be subject to the Terms and Conditions of this Agreement. The decision to either repair and or replace any faulty component is done entirely at The Company's discretion and reserve the right to charge for such repair and or replacement of the component if more than 7 years old and or it has reached the end of its normal life expectancy.

The wiring between the network connection point as defined in the relevant legislation and any extension

socket is not covered by this Agreement. Any underground or overhead routes unless specified and costs agreed in Schedule 2 will not be covered under this contract.

The cost of repairs to site wiring other than for a fault in correctly installed wiring shall be borne by the customer at the Maintainer's current charging rates for work and materials from time to time in force.

Faults & repairs relating to DSL/ADSL circuits and routers will not be covered in this contract unless otherwise specified in Section 3 or in Schedule 2.

Any repairs, replacements and reconfiguration of routers will be charged in accordance with the Maintainer's current rates for work and materials unless the customer subscribes to the "Router Replacement" Scheme specified outside this contract.

Unless otherwise specified in Section 3 or in Schedule 2 exclusions for service & support are; headsets, CD players, analogue devices e.g. POT phones, faxes, PDQ devices and Dect handsets, routers. Third party products (those products not deemed to be manufactured by the main equipment supplier and used as adjuncts to the systems) include twelve months telephone support only and are not deemed included in the service and support agreement.

Unless otherwise specified in Section 3 or in Schedule 2 exclusions apply for applications, software support and software assurance as specified by equipment manufacturers, is not included in this Agreement but additional charges will apply from month thirteen of the commencement date of the agreement, as notified in the original proposal.

## 5. CUSTOMERS RESPONSIBILITIES

The customer will give or procure to be given to The Company or its servants or its agents at all reasonable times access to the premises on which the equipment is situated for the purpose of inspection, service, repair, adjustment or replacement.

The customer must not allow any person apart from The Company, its employees or agents to service or in any way interfere with the equipment during the term of this agreement. Any service & support by The Company necessitated by such service or interference shall be charged to the Customer at the price applicable at the time.

The Customer agrees to pay any additional payment that may become due during the period covered by the contract charge, as a result of additions or alterations to the "Equipment". If The Company agrees to work on a fault outside the hours covered by the Type of Cover then the Customer agrees to pay any prevailing charges for carrying out such work.

The Customer acknowledges that it is its responsibility to effect insurance in respect of all risks relating to the service & support of the equipment covered in Section 3 and Schedule 2.

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms which are "payment due on or before the annual or monthly renewal date" shown on the invoice.

The Maintainer may terminate or suspend the Agreement with immediate effect if the Customer has not paid the amount scheduled by the due date. The charges for any service & support cover provided from the due date, to the termination or suspension date must be paid in full.

## 6. LIMITATION OF LIABILITY

The Company shall not be responsible to the Customer for any loss of profit, or business if it is consequential or otherwise, howsoever arising out of any reason beyond the control of The Company which shall include, without prejudice to the generality of the foregoing any act of God, fire, accident, strike, lockout or stoppage of The Company business.

The Company shall not be required to carryout servicing beyond its normal service & support boundaries.

In the event of a fault being reported to The Company which is found to be fault external to the equipment, then The Company reserves the right to make an additional charge for callout, labour and parts.

The Company shall have the right to cancel the provision of the service & support, if it is prevented from or hindered in providing the service through any circumstances beyond its control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting therefrom.

The Company will be responsible for personal injury to any person caused through The Company's negligence,

but apart from this shall be under no liability for any injury, damage or loss to any person or property whomsoever or whatsoever whether director consequential arising out of the use of the Equipment however such injury, damage or loss was caused.

The Customer hereby agrees to indemnify The Company in respect of any liability for damage and/or costs incurred by any person arising out of the use of the Equipment.

The Company do not warrant that the Products/Services, however configured, are immune from fraudulent or unauthorised intrusion, connection, attack or use (including, without limitation, connection to voice or data networks or connections, or attacks or intrusion of, or by means of virus, worm, Trojan horse or other malicious or unauthorised code) and accordingly The Company will not be liable for any loss, damage, cost or expense directly or indirectly occasioned thereby.

## 7. GENERAL

This Agreement and any conflict arising there from shall be governed by and judged by the Law of England.

All notices required to be given in writing shall be sent by Royal Mail or Email to the last known address of the Customer or The Company address as given in Section 1. All such notices shall be deemed to have been served on the expiration of 48 hours after posting or emailing.

Either party may terminate the Agreement by giving (60) days' notice if the other party has failed to perform any of its obligations under the Agreement and such failure continues for a period of (60) days after written notice thereof.

The Company may assign this Agreement to any other person without any prior notice to The Customer.

The Customer cannot assign any rights arising out of this Agreement without the prior written consent of The Company.

This Agreement shall form the whole of the terms of Agreement between The Company and the Customer and no variation thereof shall be of any consequence whether prior to or subsequent to the Agreement unless expressed in writing by a Director of The Company, and acknowledged by the customer, as such.

The construction of this Agreement is not to be affected by any heading. Reference to the plural shall include the singular and vice versa.

### SCHEDULE 1

All equipment supported under the agreement.

### SCHEDULE 2

Additional equipment, amendments and sites to be shown on separate sheet that will be dated and authorised.

### TYPE OF COVER

**Silver Cover, Option 1 will be provided, unless otherwise agreed and stated on the Agreement**

#### SILVER COVER OPTION 1

Monday to Friday 09.00am to 17.00pm excluding Bank Holidays & Public Holidays

The Company will respond to calls for service within 4 working hours for a major fault and within 8-16 working hours for a minor faults and to repair all non-intermittent faults within 16 working hours, either by attending site or by remedial action via remote interrogation.

#### GOLD COVER OPTION 2

**Monday to Friday 09.00am to 17.00pm excluding Bank Holidays & Public Holidays**

The Company, will respond within 4 hours to service during normal working hours which are, Monday to Friday 09.00am to 17.00pm excluding Bank Holidays & Public Holidays, either by attending site or by remedial action via remote interrogation. In addition, the company will use all best endeavours to remedy or provide an appropriate interim solution outside of these times, 24 hours per day, 365 days per year, on payment of the Company's current callout fee, in addition to any current fees paid to the Company under this agreement. This includes fees for any remote interrogation.

#### PLATINUM COVER OPTION 3

**Monday to Sunday, 24/7—365 days**

The Company will respond within 4 hours, 24 hours per day/365 days per year, either by attending site or by remedial action via remote interrogation. Technical support will remain in place until the fault is rectified, unless replacement equipment is necessary and is not readily available whereby the appropriate, interim solution may be provided until the necessary replacement equipment can be delivered.

### NETWORK COMMUNICATIONS GROUP LTD

Incorporating: Network Voice & Data Ltd, Fusion Four Telecoms Ltd, Meridian Options Systems Support Ltd

Nicholas House, River Front, Enfield EN1 3TF

Tel: 0800 092 8161 | Fax: 020 8366 6844

www.netcomms.co.uk