

Agreement No:	Advance Maintenance Services will provide maintenance support for the company and equipment referred to below subject to the terms and conditions overleaf.
Customer No:	

Installation Address	Invoice Address
Company Name: _____	Company Name: _____
Contact Name: _____	Contact Name: _____
Tel No: _____	Tel No: _____
Address: _____	Address: _____
Post Code: _____	Post Code: _____

Equipment Details	
System Manufacturer: _____	No of Handsets (total): _____
System Configuration (max): _____	System Configuration (actual): _____
Handset Type:	
Standard: _____	Power Fail: _____
Display: _____	Handsfree: _____
Other Information: _____	

The customer hereby authorises Advance Maintenance Services, a division of Service Direct (UK) Plc, to provide and charge for a maintenance contract for the above noted equipment in accordance with the terms and conditions overleaf. The first payment is due on or before commencement date.

For and on behalf of the customer	For and on behalf of Advance Maintenance Services
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Customer Order Number (if necessary): _____	Checked by: _____ Date: _____
Maintenance Cost per annum: £ _____	Commencement Date: _____ <small>(to be completed by office)</small>

Service Level & Term		
Response Cover: Response Premier Minimum Contract Term: ___ years Pre paid: <input type="checkbox"/> 3 years <input type="checkbox"/> 5 years	Response Times: <input type="checkbox"/> 16 Working Hours <input type="checkbox"/> 8 Working Hours <input type="checkbox"/> 4 Working Hours	*Out of Hours Service: <input type="checkbox"/> Moonlight Plus <input type="checkbox"/> Moonlight <input type="checkbox"/> Twilight Plus <input type="checkbox"/> Twilight

(Please tick box where relevant) \*Only available with a four or eight working hours Response Premier Contract.

## National Service Centre    0845 741 9447



FS 12940

Copies White/Blue – Head Office    Yellow – Customer

Advance Maintenance Services, a division of Service Direct (UK) Plc. Registered Office: Advance House, North Circular Road, London NW10 7SH. Registered in England & Wales No. 3798291.

Rev 5 08/03

### Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form and send it to:  
Advance Group, Advance House,  
North Circular Road, London NW10 7SH

Originator's Identification Number

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1. Name and Full Postal Address of your bank or Building Society

To: The Manager \_\_\_\_\_

Bank or Building Society \_\_\_\_\_

Address: \_\_\_\_\_

Post Code: \_\_\_\_\_

5. Reference Number: \_\_\_\_\_

2. Name(s) of Account Holder(s): \_\_\_\_\_

3. Bank/Building Society account number: \_\_\_\_\_

4. Branch Sort Code (from the top right hand corner of your chq) \_\_\_\_\_

6. Instruction to your Bank or Building Society Please pay Service Direct (UK) Plc. Direct Debits from the account detailed in this instruction subject to the safeguards by the Direct Debit Guarantee. I understand that this instruction may remain with Service Direct (UK) Plc and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS OF MAINTENANCE AGREEMENT

### 1. THE PARTIES

- (i) The term "the Company" shall mean Service Direct (UK) Plc or as the context requires any of its Subsidiaries, Trading Divisions or Departments.
- (ii) The term "the User" shall, where the context so permits, include both the party which contracts with the Company and the person or persons for whose benefit the Equipment is provided (the "End User") and the contracting party warrants, where it is not the End User, that it enters into the Contract both on its own behalf and as agent for the End User.

### 2. PAYMENT

- (i) The User will pay the Maintenance Charge to the Company strictly within fourteen (14) days of the Company's invoice therefore whether demanded by the Company in advance by Direct Debit, or by such other methods as the Company may allow.
- (ii) Any sums due to the Company from the User which are unpaid for more than thirty (30) day's shall bear interest at the rate 3% above the base rate of Allied Irish Bank (GB) from time to time calculated from the date payment was due, until the date of actual payment.
- (iii) VAT where appropriate is payable on all charges referred to in this clause.
- (iv) For the avoidance of doubt where the User chooses to pay other than by Direct Debit the Company shall be entitled to charge an additional 5% on the entire value of the annualised Contract charges.
- (v) The User authorises the Company to debit its bank account, with an amount equal to the outstanding balance on the Users sales ledger account with the Company, during any period, where the User has failed to pay the Company within the given time frame as indicated on the Company's invoice supplied to the User.
- (vi) The User acknowledges that by requesting additional services or equipment to be maintained after the commencement of this Contract from the Company it will incur additional charges calculated on a pro-rata basis. It also acknowledges that and intends that these services will be required throughout the Minimum Contract Term (or any subsequent term) of this Contract. In the event that the User wishes to terminate such additional services ninety days notice of Termination shall be provided to the Company by the User who shall remain liable for all charges applicable to these additional services during this period.

### 3. MAINTENANCE

The Company will, upon receiving notice from the User at its National Service Control Desk (Bank and Public Holidays excluded) of the Equipment being made available and subject to the response times detailed in the response cover overleaf.

- (i) During normal working hours make all adjustments repairs and replacements of defective components resulting from fair wear and tear and/or faulty workmanship and/or materials which in the opinion of the Company are necessary for the proper functioning of the Equipment.
- (ii) Where the Company replaces defective Equipment or part thereof, it shall be entitled to supply serviceable reconditioned items. All the terms of this Contract shall continue to apply to the Equipment embodying such substituted items.

#### 3.1.1 Maintenance shall include:

Repair only of equipment scheduled in the "Equipment Details" shown overleaf or any additional equipment shown on a "Supplementary Contract" or a "signed Customer Order" for items added at a future date.

#### 3.1.2 Spare parts

The provision of all necessary spare parts, subject to the level of cover, which may be new or used, required to keep the Equipment in satisfactory operation. All replaced parts shall become the property of the Company. The Company may fit adequate replacement parts, which are not the same as those being replaced. Replacement Equipment may be offered at a concessionary price if repair is considered impossible or uneconomic whether due to the unavailability of spares or otherwise.

- (i) Response Premier - parts and labour inclusive.

#### 3.2 Maintenance shall not include:

- (i) The repair of damage resulting from accident, neglect or causes other than ordinary use including failure to observe any instructions supplied by the Company regarding the operation of the Equipment.
- (ii) Repair, labour or materials required as a result of theft, fire, lightning, water damage, fluctuations in electrical power supply, unsatisfactory environmental conditions, telephone line conditions, the connection of unapproved accessories, attachments or other devices or breach by the User of any of the terms of paragraph 3.3.
- (iii) The supply of replacement cassette, aerials, aerial systems and batteries.
- (iv) Reprogramming of the Equipment to provide improved or modified service or facilities.
- (v) Repair to external cabling.

#### 3.3 The User undertakes that:-

- (i) It will use all reasonable endeavours to ensure that the Equipment is used in a normal and proper manner.
- (ii) It will carry out such routine day-to-day preventive maintenance measures as may be recommended in the user operating instructions supplied with the Equipment.
- (iii) It will permit the Company's service technicians to have full access to the Equipment for the purpose of inspecting it or carrying out maintenance to be provided by the Company hereunder.
- (iv) It will permit no alteration to call routing apparatus or extension wiring except by the Company, or by the Company's authorised agents, save that in relation to the connection of other apparatus to the Equipment, such connection may be performed by another person at the User's expense if either
  - (a) the Company so agrees, or
  - (b) the Company fails to carry out the connection itself within 14 days after receiving written notice from the User stating that the User wishes specified apparatus to be so connected and naming that other person by whom the User wishes the connection to be performed.
- (v) It will appoint at least one member of its staff as a "Principal Operator" who will be trained in the use of the equipment. The Customer will ensure that such Principal Operator is available to carry out the instructions in the user instructions and to liaise on Service matters.
- (vi) It may not assign the benefits or burden of this contract unless otherwise agreed in writing by the Company.
- (vii) It may not contract with the Company's employees or subcontractors or engage them to perform maintenance services upon the Equipment at any time during the term of this contract or for one year after its termination.
- (viii) It will ensure that the environmental conditions for the Equipment are maintained in accordance with the written recommendations of the manufacturer of the equipment.
- (ix) If the Equipment is not (immediately prior to the commencement of this contract) either already maintained by the Company or within the scope of an express warranty given by the supplier thereof, then the Company may at its discretion inspect the Equipment and undertake such repair work as may be necessary to put the Equipment in good working order. The Customer shall pay for such inspection and repair at the Company's current charge rates applying at that time.

### 4. CHANGE OF LOCATION

The Customer will not make any movement of the Equipment, nor remove the Equipment from the contracted location without prior written consent of the Company, which consent shall not be unreasonably withheld. Where the Company consent to such relocation, the Company shall provide a relocation and installation service, the cost of which will be chargeable to the Customer in accordance with the Company's current scale of charges.

### 5. BRITISH TELECOM

Where the Telephone Manager's consent to the attachment of the Equipment to British Telecom telephone apparatus is necessary, the User undertakes to apply for and obtain such consent and to advise the Company should such consent be either refused or withdrawn during the term of this Contract.

### 6. PRICE ADJUSTMENT

The Company may from time to time adjust the Annual Maintenance Charge by advance notification in writing. Such adjustments shall be notified to the User in writing and not be made at less than yearly intervals.

### 7. DURATION OF SERVICE

The service will be provided during an Minimum Contract Term accepted by the customer overleaf; if the number of years has been left blank, the Minimum Contract Term shall be deemed to be one year. This agreement shall commence on the date of acceptance by the Company and shall continue unless and until terminated in accordance with clause 8.

### 8. TERMINATION

- 8.1 Without prejudice to any other claims or remedies which the Company may have against the User, the Company may (without incurring any liability to the User) terminate this Contract by not less than 90 days written notice or immediately by written notice in any of the following circumstances:
  - (i) If the User fails to comply with any of the terms of this Contract (including failure to pay charges when due) or with the terms of any other Contract made between the User and either the Company or a distributor or representative of the Company; or
  - (ii) If the User makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy or if any petition, receiving order in bankruptcy is presented or made against the User, or if the User is a limited company any resolution to wind up that company is passed or if a receiver or administrative receiver is appointed over the whole or any part of such company's assets or if the Company reasonably anticipates that any of the events in this clause 8 are imminent; or
  - (iii) If the User does or allows to be done anything which in the opinion of the Company will or may have the effect of jeopardising the operation of the services.
- 8.2 The User may terminate this agreement by written notice in any of the following circumstances:
  - (i) By giving the Company notice of its intention to terminate within the ninety day period preceding the expiry of the Minimum Contract term. If the User fails to serve notice within the ninety day period referred to in this agreement, this agreement will continue in force until written notice is served within the ninety day period preceding any subsequent anniversary of the expiry of the Minimum Contract Term. Termination will be effective 90 days from the date on which the Company receives notice of the customer's intention to terminate.
  - (ii) The User may at anytime give notice of immediate termination of this Contract provided that a sum equivalent to that which the Company would be entitled to for maintaining the equipment during the 90 day termination period, plus the total annualised amount of the standing contracted charges divided by the number of months left to run between such termination and the expiry of the Minimum Contract Term (or the anniversary of such expiry) must be paid by the User, such payment to accompany the said notice.

All notices under this Clause shall be sent by recorded delivery to the Company's registered office; PROVIDED THAT Notwithstanding the termination of this agreement in accordance with this sub-clause, all other charges due under this Contract shall remain payable by the User.

### 9. LIMITATION OF LIABILITY

Note: This Condition does not apply to death or personal injury caused by the negligence of the Company.

- (i) So far as concerns loss or damage of the User, the Company, its servants or agents shall be liable to the User (and then only to the limited extent set out below) only if and so far as such loss or damage is caused by the negligence of the Company's servants or agents acting within the course of their employment.
- (ii) The Company and its servants or agents shall not be responsible to the User in any circumstances in respect of any loss or damage of the User unless written notice is received by the Company within one month of the alleged loss or damage.
- (iii) If, whether pursuant to the provision set out herein or otherwise, any liability on the part of the Company, its servants or agents shall arise (whether under the express or implied terms of this Contract, howsoever fundamental, or at Common Law, in negligence or in any other way) for any loss or damage of the User arising out of or connected with the provision or purported provision, or failure in provision of services or equipment covered by this Contract, such liability shall in all cases whatever be limited to the payment by the Company and/or by or on behalf of its servants or agents by way of damages of a sum not exceeding £1,000 in respect of all and any claims arising during any one calendar year. The Company will not be liable for any loss of business, loss of profits or indirect or consequential loss.
- (iv) In the event of any third party making a claim against the Company arising out of the subject-matter of this Agreement, whether arising out of any negligence, breach of duty or other wrongful act or omission by the Company, its servants or agents, or otherwise, in respect of any loss or damage outside or beyond the liability of the Company to the User, as limited herein, then the User shall indemnify the Company against any such claim (and all costs incurred therein) in respect whereof the Company is by these terms declared to be under no liability to the User, or insofar as any such claim shall cause the total liability of the Company to the User and all such claimants to exceed the limited sum set out in paragraph 9 (iii).

### 10. NO FAULT FOUND

Where the User reports an apparent fault on the Equipment to the Company and, upon investigation by the Company the Equipment or its installation is found not to be defective, the Company reserves the right to make a charge for the investigation and/or for any call-out.

### 11. ASSIGNMENT

This Contract is personal to the User and may not be assigned to anyone else unless agreed in writing by the Company. The Company may at any time assign this Contract to any other person or Company authorised by the Company.

### 12. FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations hereunder if such failure arises from any act of God, war, strike, lockout or other labour dispute, riot, civil commotion, fire, lightning, flood, drought, legislation or other causes beyond the control of the party concerned.

### 13. LEGAL CONSTRUCTION

Unless otherwise agreed in writing this Contract shall in all respects be construed and operate exclusively as an English contract and in conformity with English Law.

### 14. MODIFICATIONS OR VARIATIONS

This document contains the full terms of the Contract between the parties. No modifications or variations of this Contract shall be valid unless confirmed in writing by a Director of the Company on its behalf and no employee of the Company other than a Director has any authority to modify the terms of the Contract.

### 15. MISCELLANEOUS

- Representations
- (i) The User agrees that this Contract is the complete and exclusive statement of the agreement between the parties which supersedes all understandings or prior agreements oral or written, and all representation or other communications between the parties relating to the subject matter of this Contract.

### 16. NOTICES

- (i) Any notice hereunder sent by the Company shall be deemed received by the User forty eight (48) hours after the date of first class pre-paid postage to the User at the address given overleaf, or to such other subsequent address as may have been properly notified to the Company.
- (ii) The User shall send formal notice of either a Change of Billing Address or Termination by Recorded Delivery Post to the Company's Head office address.