

This is the Maintenance Agreement between the Customer named overleaf (Customer) and BSAS Telecoms Ltd (Supplier)

1. This Agreement shall be for a minimum contractual period of five (5) years or three (3) years for hosted voice (unless detailed otherwise on page one of this order form), commencing on the Commencement Date and shall continue thereafter on a three (3) month rolling basis until the customer provides at least three (3) months prior notice sent by recorded delivery post to expire on any anniversary of the Commencement Date, after the minimum contractual period.
2. The Customer agrees:
  - 2.1 To pay the monthly charge for the Maintenance Service as specified on the face of this Agreement, starting on the Commencement Date and monthly thereafter.
  - 2.2 To orally notify the Supplier immediately of any fault in the Equipment or any repair, which may be necessary, and to allow the Supplier's engineers and/or any authorised representative of the Supplier or the manufacturer or their agents to have full free and timely access to the Equipment. The Customer providing adequate working and storage space and such other facilities as the Supplier's engineers may reasonably require.
  - 2.3 To ensure that the environmental conditions at the site of the Equipment (approved by the Supplier and/or Service Provider) are maintained at all times, to ensure that the conditions at the site of the Equipment shall at all times comply with all relevant statutory and other legal requirements.
  - 2.4 The Customer will not purchase or install on the system other handsets or accessories or obtain service from any other person or Supplier at any time during the subsistence of this Agreement unless by agreement of the Seller in writing signed by a director of the Seller.
  - 2.5 Not to permit any person other than the Supplier to bring into service at the Equipment site any apparatus, which is not itself, part of the Equipment, which is to be connected to the Equipment unless agreed in writing
  - 2.6 To maintain, service, repair, adjust or temporarily alter the Equipment or any part thereof, other than by agreement with the Supplier

Failure to comply with clauses 2.4, 2.5 and 2.6, entitles the Supplier to cancellation this agreement however the Customer is still liable to pay in full the whole contractual term of the contract.

  - 2.7 To pay the Supplier's charges for re-programming and/or service visits as a result of a programming error effected by the Customer or service visits where the fault is not a fault in the Equipment or if the Equipment is reported faulty and proves not to be.
  - 2.8 Not to assign the benefit of this Contract or to allow any other party to maintain the Equipment without previous written consent from the Supplier. The Supplier may assign all or any of its rights and may sub-contract or delegate all or any of its obligations under this Agreement.

- 2.9 To indemnify the Supplier against all claims from third parties in the event that the Supplier is unable to keep the Equipment in good working order due to causes within the control of the Customer or to allow the Equipment to be altered adjusted or interfered with by persons other than the Supplier's authorised engineers or agents or other apparatus is fitted without the Supplier's agreement thereto.
- 2.10 That where this Agreement shall be signed by an employee or agent of the Customer who has been held out to the Supplier as duly authorised in that behalf the signature of such person shall be binding upon the Customer. The Customer acknowledges that it has read these terms and conditions before signing and that this Agreement shall become binding upon the parties upon signature of the Agreement on the Commitment Date by a person duly authorised on the behalf of the Customer and the Supplier.
3. It is hereby agreed and declared
- 3.1 All pricing contained within this agreement is stated exclusive of VAT.
- 3.2 If any payment that is to be made hereunder by the Customer to the Supplier is overdue interest will be chargeable both before and after judgment on a day to day basis at an annual rate of 4% above bank base rate from time to time applicable until the sum due is paid.
- 3.3 The monthly Maintenance Service charge payable hereunder may be adjusted at any time if the Supplier deems it necessary. This includes (but is not limited to) the purchase of additional Equipment which falls under the Maintenance Agreement. The Maintenance service charge may then be adjusted to the appropriate rate for the revised service in accordance with the Supplier's standard maintenance charges in force at the relevant time.
- 3.4 The Supplier reserves the right to increase the annual maintenance service charge, to no more than the current annual increase in the Consumer Price Index (CPI) plus 1%.
4. The Supplier agrees:
- 4.1 To maintain the Equipment in accordance with manufacturer guidelines to the following service levels:
- Total Outage** - In response to the Customer's request the Supplier shall at the earliest practicable opportunity cause a maintenance engineer to access the system (either remotely or by site visit) to inspect, diagnose and repair the Equipment during the Supplier's normal working hours (8:30 – 5:30pm Monday to Friday excluding Bank Holidays). The Supplier will endeavour to ensure that all major faults will receive attention within one hour with a resolution attempted within the same working day.
- Standard Faults** - The Supplier will endeavour to ensure that all standard faults will receive attention within four hours with a resolution attempted by the next working day.
- Programming & Intermittent Faults** - The Supplier will endeavour to ensure that all requests will receive attention within eight hours with a resolution attempted within two working days.

- 4.2 In the case of all work, repairs (and/or any) replacement of the Equipment necessitated by faulty workmanship and/or faulty materials, provided that the Customer shall have duly notified the Supplier of such fault or necessary repair as detailed herein and maintained the Equipment at the address on the face hereof (or such address as may be agreed in writing to the Supplier), without charge.
- 4.3 That it shall not be liable for making good defects in the electricity supply, PSTN service and connections, and/or host PABX Systems or any failure or defective working of the Equipment due to any fault failure or change in the electricity supply, and/or PSTN service and connections, and/or host PABX Systems or any failure or defective working of the Equipment caused by or resulting from interference by radio waves emitted from any source or damage caused by lightning or other natural causes or any failure or defective working caused by the action of the Customer or his agents.
- 4.4 Notwithstanding the foregoing provisions of this Agreement if the Supplier at any reasonable time forms the opinion that the Equipment or any part of it can no longer be economically maintained on site to the required standards it will notify the Customer of the Supplier's estimate of the cost of refurbishing or replacement then the Supplier shall be entitled on giving written notice of its intention so to do and to cease to perform all its obligation hereunder.
- 4.5 The Supplier itself gives no undertaking or guarantee in respect of the description, quality or fitness for purpose of any materials used in performance of it's obligations hereunder but does undertake that, in the event that any defect in materials is notified to it within two (2) working days of work being carried out by the Supplier it will use it's reasonable endeavours to secure recompense from it's own supplier in respect thereof and it will pass on to the Customer the benefit of any guarantees or indemnities given to it in respect thereof by it's supplier.
- 4.6 All conditions and warranties express or implied as to the quality of the service to be provided by the Supplier or the quality or fitness for any purpose of any materials used by the Supplier are hereby expressly excluded and the Supplier shall be under no liability for any loss or damage (whether direct/ indirect or consequential) howsoever arising, which may be suffered by the Customer.
- 4.7 All terms of the Agreement between the Customer and the Supplier in respect of the subject matter hereof are contained in this document and no variation shall be relied upon unless confirmed by a director of the Supplier in writing. All other conditions, warranties and representations, express or implied, however given or arising are expressly excluded to the extent permitted by law without prejudice to the Supplier's liability for death or personal injury caused by the Supplier or those the Supplier is responsible for in law or for liability for defective products under the Consumer Protection Act.
- 4.8 The Supplier's liability under this agreement is limited to the amount paid by the Customer to the Supplier under this agreement in the 12 months immediately preceding the event, giving rise to the claim.

5. The Supplier shall have the right to cancel the provisions of the Maintenance Service 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 there from.
6. The Supplier shall have the right at any time by giving thirty (30) days notice in writing to the Customer to terminate this Agreement forthwith in any of the following events:
  - 6.1 If the Customer is in arrears through any more than ten (10) days.
  - 6.2 If the Customer commits a breach of any of the terms and conditions of this Agreement and fails to remedy the same within ten (10) days of written notice requiring to do so
  - 6.3 If the Customer being a Supplier enters into Liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction) or being an individual commits an act of bankruptcy or in either case compounds with its creditors or has a receiver appointed for all or any part of its assets or takes or suffers any similar action in consequence of debt.
  - 6.4 Our suppliers withdraw their product for any reason or increase our costs to the point where the provision of the service is not viable
7. This contract is governed by the Laws of England and the English High Court of Justice (to the jurisdiction of which the Customer hereby irrevocably submits) shall have the express jurisdiction to resolve any disputes arising out of it.