

MAINTENANCE TERMS AND CONDITIONS

1. Definitions

- 1.1 FourteenIP Communications Limited (hereinafter referred to as 'FourteenIP') are the suppliers of parts and services under this maintenance agreement.
- 1.2 FourteenIP shall where the contract so allows refer to the staff employed by FourteenIP.
- 1.3 The Customer referred to overleaf is the organisation purchasing and using telecommunication equipment which is to be maintained by FourteenIP.
- 1.4 The equipment referred to herein is such equipment which, it is agreed between FourteenIP and the Customer, shall be maintained by FourteenIP. The equipment is scheduled overleaf.

2. Duration

- 2.1 The agreement shall continue in force from the date hereof or the date of commission or installation of the equipment whichever is the later for the period of months stipulated on the front of this agreement.
- 2.2 The agreement may be terminated by either party by 90 days written notice expiring on the day on which the period of months referred to in paragraph 2.1 expires.
- 2.3 If this agreement is not terminated as provided by paragraph 2.2 then it shall continue in force on the terms set out herein.

3. Performance

- 3.1 FourteenIP agrees to maintain the equipment on behalf of the Customer provided that the Customer shall not be in default of this or any other agreement made between the parties hereto.
- 3.2 FourteenIP will provide the labour and parts required to repair or replace the equipment which has, in the opinion of FourteenIP, become defective through normal wear, tear and usage.
- 3.3 In the event that FourteenIP replaces failed or defective parts of the equipment, FourteenIP shall, at its sole discretion, replace that part or parts with a new part or reconditioned part of equal quality.
- 3.4 That part replaced shall become the property of FourteenIP.
- 3.5 FourteenIP shall not replace parts pursuant to this agreement which have become defective by reason of accident, physical abuse, or misuse of equipment, acts of God or fire, or any other reason not falling within the words 'fair wear, tear and usage'.
- 3.6 FourteenIP will not under the terms of this agreement provide labour or parts in order to relocate, rearrange, add to, or remove this equipment.
- 3.7 FourteenIP will repair or replace equipment which has become defective otherwise than through normal wear, tear and usage, or relocate, rearrange, add to, or remove equipment only on the written request of the Customer, who shall agree also to pay supplementary charges in addition to the service charge in respect of this maintenance agreement as are agreed with FourteenIP at this time.

4. Maintenance

- 4.1 FourteenIP shall maintain the equipment in accordance with the following principles:-
The Customer shall use the equipment in accordance with the manufacturer specifications in order to provide the level of service for which the equipment is designed.
- 4.2 The equipment shall not be subject to any physical or mechanical abuse.
- 4.3 The Customer shall carry out routine maintenance procedures as prescribed from time to time by FourteenIP or the manufacturer of the equipment.
- 4.4 All maintenance carried out by FourteenIP shall be carried out by personnel who are, in the opinion of FourteenIP, properly qualified.

5. Time and Place of Maintenance Work

- 5.1 The equipment will be maintained at the premises of FourteenIP, as FourteenIP shall at its sole discretion consider appropriate.
- 5.2 When the equipment is maintained at the premises of the Customer, then the Customer shall furnish FourteenIP with heating, lighting and power, and sufficient space at the premises for maintenance to be carried out.
- 5.3 FourteenIP will maintain the equipment for the purpose of this agreement unless otherwise agreed as set out in clause 5.4 between 9:00am and 5:00pm from Monday to Friday of each working week except for those weeks in which a Public Holiday falls.
- 5.4 If by reason of the Customer's operational requirements maintenance has to be performed outside the hours referred to in paragraph 5.3 above then the Customer shall purchase the appropriate category priority of maintenance service as set out in the schedule below.

Categories and Standards of Maintenance

Standard	
Category 1 -	Monday to Friday 9:00am to 5:00pm (excl. Public Holidays) 15 min. response and 8 hour best endeavours fix time for Priority 'A' faults 1 hour response and 16 hour best endeavours fix time for priority 'B' faults
Extended	
Category 2 -	Monday to Saturday 8:30am to 5:00pm (excl. Public Holidays) 15 min. response and 4 hour best endeavours fix time for Priority 'A' faults Note: Priority 'B' faults are responded to and fixed as 'Standard' cover (see above)
Total	
Category 3 -	24 hours a day, 365 days a year 15 min. response and 4 hour best endeavours fix time for Priority 'A' faults Note: Priority 'B' faults are responded to and fixed as 'Standard' cover (see above)
Priority A -	Emergency service as defined by and at the discretion of FourteenIP to include 20% failure of any maintained equipment and/or a minimum of 20% of incoming calls/lines out of service.
Priority B -	Any equipment failure which falls outside the definition of Priority A failure.

These definitions apply unless varied by agreement in writing between FourteenIP and the Customer.

6. Payment

- 6.1 The maintenance charges agreed with FourteenIP and the Customer shall be due and payable 30 days from the date of an invoice issued by FourteenIP.
- 6.2 Payment shall be sent to FourteenIP at: DOBSON PARK WAY, INCE, WIGAN, WN2 2DX.
- 6.3 Any maintenance charge due and payable in accordance with this agreement shall be payable whether or not the equipment is in operation.
- 6.4 FourteenIP may terminate this agreement upon ten days written notice if the Customer shall default in any payment of any maintenance charge due to FourteenIP under the terms of this agreement.
- 6.5 Maintenance charges not paid by the Customer by the due date may be subject to an additional charge of 2% per month from the date on which the maintenance charge falls due.

7. Right to Subcontract

- 7.1 FourteenIP shall have the right to subcontract in whole or in part the maintenance required to be done under the terms of this agreement.
- 7.2 FourteenIP shall not by reason of paragraph 7.1 above be relieved of any liability under this agreement.
- 7.3 FourteenIP shall upon request notify the Customer of the name and address of any subcontractors.

8. Interruption of Service

- 8.1 If the Customer shall require any emergency service then the Customer shall notify FourteenIP who shall maintain the system within the contracted time as specified in paragraph 5.4.
- 8.2 FourteenIP shall not be liable for any failure to provide maintenance for the equipment, which is due directly or indirectly to causes beyond the control of FourteenIP.

9. Exclusions

- 9.1 Maintenance provided under this contract does not include:-
 - i) Maintenance work that relates to anything external to the equipment including the power supply or maintenance of power or other accessories, attachments, machines or other equipment not previously agreed with FourteenIP.
 - ii) Repair or damage resulting from accident, transportation, neglect or misuse, failure of electrical power systems, surge of electrical power, lightning strike or failure of telephone lines.
 - iii) Repair or damage resulting from radio frequency or electronic interference.
 - iv) Maintenance to external overhead or underground cables.
 - v) Any other cause which is not due to the neglect or default of FourteenIP.

10. Assignment

- 10.1 FourteenIP may assign the benefit from this agreement.
- 10.2 The Customer may assign the benefit of this agreement with the written agreement of FourteenIP or its assignee.
- 10.3 Any assignee of FourteenIP or the Customer shall have all the rights, powers, remedies, duties and liabilities as stipulated herein.

11. Waiver

- 11.1 Any failure or delay on the part of FourteenIP to exercise any right, power or privilege hereunder shall not operate as a waiver of this agreement.

12. Prior Negotiations

- 12.1 This contract shall constitute the entire agreement between FourteenIP and the Customer and no prior offer, negotiation or agreement shall form part of the maintenance contract.
- 12.2 No representations of any employee of FourteenIP shall form part of this maintenance agreement unless it is endorsed herein and signed by a director of FourteenIP.

13. Customer Assistance

- 13.1 The Customer agrees to furnish FourteenIP with all the information relating to the malfunction of the equipment and to afford FourteenIP at all times at the request of FourteenIP or their subcontractors access to the equipment in order that it may perform the terms of this agreement.

14. Relocation

- 14.1 FourteenIP may terminate this agreement in the event that the equipment is moved to a new location by the Customer unless agreed with FourteenIP.

15. Unauthorised Maintenance

- 15.1 Only FourteenIP, its authorised staff or subcontractors may perform any repair or maintenance upon the equipment which is the subject of this contract.
- 15.2 If FourteenIP is required to repair or service equipment which has been subject to repair or maintenance by a third party, then FourteenIP may at its discretion charge the Customer for extra work carried out by FourteenIP.
- 15.3 Where in the opinion of FourteenIP repair or maintenance work has been carried out upon the equipment other than authorised by FourteenIP then FourteenIP may at its sole discretion terminate this agreement.

16. FourteenIP Employees and Subcontractors

- 16.1 The Customer agrees that it will not contract with FourteenIP employees or subcontractors or engage them to perform maintenance services upon equipment at any time during the term of this agreement or for one year after termination of this agreement.

17. Adjustment of Price

- 17.1 All maintenance prices under this agreement are subject to alteration annually after the expiration of the first year of this agreement.
- 17.2 Any increase in the annual maintenance charge shall be limited to one increase in each period of twelve calendar months.
- 17.3 The annual maintenance charge agreed herein should be increased in the event that the Customer increases the amount of equipment which is to be the subject of the agreement.
- 17.4 Any increase in the maintenance charge shall take effect on the date on which the equipment is added to the Customer's premises.

18. Default and Termination Charge

- 18.1 In the event of default by the Customer on any term of this agreement then FourteenIP shall have the option to declare the agreement terminated and FourteenIP shall cease to be liable to provide maintenance.
- 18.2 In the event of default or early termination by the Customer, FourteenIP shall be entitled to recover from the Customer all unpaid maintenance charges due to the date of termination.
- 18.3 In the event that the Customer terminates the agreement before the expiration of the term of the agreement, then the Customer will pay a termination charge equal to the outstanding sum remaining due under the agreement.

19. Liability

- 19.1 FourteenIP have no liability to the Customer for any loss of profits or anticipated savings, or any loss of revenue, contracts or goodwill, nor any special, indirect or consequential loss, damage, costs or expenses or other claims for special indirect or consequential compensation whatsoever arising out of or in connection with the provision of any services pursuant to this agreement (except in respect of death or personal injury resulting from negligence), and the total liability of FourteenIP for any loss of the Customer so arising in any year of this agreement in respect of any one event or series of connected events, shall not exceed the charges payable by the Customer for the services received for that year.

20. Force Majeure

- 20.1 Neither party to this agreement will be liable under the agreement if and to the extent that it is unable to carry out all or any of its obligations hereunder for any cause beyond its reasonable control including but not limited to industrial disputes, wars, government restrictions or controls, or the non-availability of parts.

21. Governing Law

- 21.1 This agreement is drawn in conformity with English Law and shall be subject to the jurisdiction of the English Courts.