

TERMS & CONDITIONS - TELEPHONE SYSTEMS

In these Conditions of sale: "the Company" means ADM Computer Services Limited, trading as ADM Computing.

1. THE CUSTOMER AGREES:-

- a) To pay the maintenance charges prescribed in the schedule in all circumstances in advance and should the whole part or any thereof be in arrears the Company shall be entitled to suspend all services hereunder until payment is made in full.
- b) If the equipment is to be connected to British Telecom apparatus, to arrange the provision of any British Telecom equipment specially required for the customer's purpose, at the customer's expense.
- c) To orally notify the Company immediately of any fault in the equipment or any repair which may be necessary, such notification to be confirmed in writing and to provide the Company at all reasonable times with access to the equipment and allow it to carry out maintenance of the equipment under the terms of this Contract.
- d) Not to maintain, service, repair, adjust, tamper or alter the equipment or extension wiring. In the event of requiring any alterations to the equipment or extension wiring, to give to the Company 14 days written notice; should any alterations be effected by an agent not appointed by the company to allow the Company the right of inspection of that work which should be carried out in accordance with the current "Code of Practice"; should the work be found to be unsatisfactory, to remedy the defect within 90 days of inspection or pay the Company's charge for effecting the remedy. Any breach of this condition may result in this contract being terminated by the Company.
- e) To pay the Company's charge for reprogramming and/or service visits as a result of a programming error affected by the Customer or his agent.
- f) Not to assign the benefit of this Contract without previous written consent from the Company.

2. THE COMPANY AGREES :-

- (1) To maintain the Equipment at the installation address as per the Sales Order (or such other address as may be agreed in writing by the Company) in efficient working order and during the continuation of this Contract to execute by its servant, agents or contractors without charge all repairs and replacements to the Equipment necessitated by fair wear and tear and/or faulty workmanship and/or faulty materials provided the Customer shall have duly notified the Company of such fault or necessary repair in accordance with Clause 1.

(2) Such Service to be provided between the hours of 08:30am and 17.30, Monday to Friday excluding Public Holidays. Any Service requirement outside these days of the week or times will be dependent upon the appropriate availability of a suitably qualified engineer and will be charged as per the Company's normal out of hour charges. The Company shall not be obliged to service the equipment if any such maintenance charge is overdue.

(3) At the expense of the Customer to provide a service where failure of the equipment is subsequently found to be due to mis-operation or failure of for example British Telecom equipment and/or Host PBX systems and/or electricity supply service or is any person not authorised by the Company to do so shall have tampered with the equipment.

(4) At the request and expense of the Customer:

(i) To carry out any alterations to the equipment or extension wiring in accordance with the current "Code of Practice".

(ii) Upon receipt of 14 days' notice to allow the Customer's appointed agents to carry out alterations to the equipment or Extension wiring. Such alterations or extensions to be in accordance with the current "Code of Practice". The Company reserves the right to inspection of such work and if found to be unsatisfactory shall require the Customer to remedy the defect within 90 days of inspection.

(5) At the request and expense of the Customer to move the equipment to alternative premises where in the opinion of the Company suitable service and reception facilities exist provided the equipment does not thereby pass out of the possession or control of the Customer.

3. TERMINATION OF THIS CONTRACT:-

The term of this Contract shall be the initial period of maintenance specified in the schedule and thereafter from year to year unless either party shall give the other 30 days written notice of termination. Provided that if the Customer has committed any breach of this Contract and has not remedied such breach within 14 days after notice to that effect from the Company this Contract may be terminated by notice from the Company to the Customer at the latter's last known address.

4. VARIATION OF MAINTENANCE CHARGE:-

The Company may vary the maintenance charge payable hereunder by written notice to the Customer provided that no such variation shall take effect earlier than one year after the commencement of the term of this Contract or less than one year after a preceding variation.

5. PROHIBITION OF ORAL VARIATIONS:-

The terms and conditions in this Contract are the sole terms and conditions of the Contract between the Company and the Customer. No variation or modification of these terms or conditions and no agreement made or purported to be made between the Company and the Customer inconsistent with these terms or conditions shall be valid or of any effect unless made in writing and signed by a Director or Managing Director of the Company. No representation relating to or in any way connected with the equipment shall be deemed to be made on behalf of the Company unless such representation is made in writing and signed by a Director or Managing Director of the Company.

6. EXCLUSIONS:-

(A) The Company shall not be liable for any delay in the execution of any work of installation, repair, replacement, alteration or removal of or to the Equipment howsoever caused.

(B) The Company shall not be liable for making good defects in the electricity supply, British Telecom telephone service and connections and/or Host PBX systems. Service calls for the purpose will be charged to the Customer at the Company's standard rates.

(C) The Company shall not be liable for repair of damage resulting from surge of electrical power or causes other than ordinary use.

(D) The Company shall in no circumstances be liable for any failure or defective working of the equipment due to any fault, failure or change in the electricity supply service and/or Host PBX systems.

(E) In no circumstances shall the Company be liable for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential howsoever caused.

(F) The Company shall not be liable for costs of making good defects in the overhead and underground cables from the 'Associated Wiring' and service calls for these purposes will be charged to the Customer at the Company's standard rate.

7. GENERALLY:-

(A) The Company's right hereunder shall not be affected by granting any time or indulgence to the Customer.

(B) All charges under this Contract are subject to Value Added Tax at the current standard rate.

THE MAINTENANCE SCHEDULE

ADM Computing will endeavour to respond within 24 hours to requests for Maintenance Service received during normal working hours (08:30 to 17:30 excluding weekends and Bank and Public Holidays) either by arranging for a Service Engineer to make a site visit or by instituting remedial action through remote interrogation. For requests received out of normal working hours, we will endeavour to respond in accordance with either the client's pre-agreed extended hours of cover or otherwise on a best endeavour basis.