



Maintenance Terms and Conditions

1 MAINTENANCE PERIOD AND CHARGE

Veritas Telecom Ltd agrees to provide the maintenance services set out overleaf (the "Maintenance Service") on the equipment set out overleaf (the "Equipment") in consideration for the sums agreed to be paid by the customer identified overleaf under this Agreement ("the Maintenance Charge")

The Customer shall pay an initial Maintenance Charge as specified overleaf for the Initial Period (as defined overleaf) commencing on the Commencement Date and further annual Maintenance Charges thereafter on the anniversary of the Commencement Date as specified overleaf subject to any increase made pursuant to clauses 1.4 or 4.3.

Any amounts payable under the terms of this Agreement are exclusive of Value Added Tax or any other similar tax levies or duties which will be added to or charged on invoices at the then current rate.

Veritas Telecom Ltd may alter the cost of further annual Maintenance Charges after the Initial Period on giving prior written notice thereof to the Customer.

Termination of this contract must be in writing and be received not less than 90 days prior to an anniversary of the Commencement Date. Such notice of termination will have the effect of terminating this Agreement from the next anniversary of the Commencement Date. Notices of termination received less than 90 days before such anniversary will have the effect of terminating this Agreement from the end of the twelve-month period commencing after that the next anniversary of the Commencement Date.

2 ALTERATIONS

All alterations to the Equipment and extensions including wiring shall be carried out by an installer authorised by Veritas Telecom Ltd.

Any alterations to the Equipment and extensions carried out by someone other than Veritas Telecom Ltd must be notified in writing to Veritas Telecom Ltd 14 days prior to commencement of the works being carried out.

3 MAINTENANCE AND REPAIR

Veritas Telecom Ltd undertakes during this Agreement to service the Equipment in accordance with the terms and conditions of this Agreement to the level specified on the face of this document and defined in the schedule of this Agreement.

Veritas Telecom shall not be responsible for:

A fault due to the Customer's error.

The Equipment being subjected to abnormal physical or electrical stress.

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 in 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 service and connections and/or host PABX systems.

Veritas Telecom may make a separate charge for repairing any faults caused by the above.

The Equipment may be replaced at the option of Veritas Telecom for any length of time at Veritas's discretion with similar equipment, which will also be subject to the terms and conditions of this Agreement.

The wiring between the network connection point as defined in the Telecommunications Act and such extension sockets as specified overleaf are covered by this Agreement provided it meets BS6701 standard. Underground or overhead routes and cabling will not be covered under this Agreement.

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

Extension sockets that are found to be faulty will be replaced with Veritas's standard socket and faceplate. Customers requiring faceplates to match décor other than the standard faceplate will be liable for any extra cost.

4 CUSTOMERS RESPONSIBILITIES

The customer will give or procure to be given to Veritas's servants or agents at all reasonable times access to premises on which the Equipment is situated for the purpose of inspection, repair, adjustment or replacement. In addition, the Customer will keep all records of Equipment, installation details and visit reports in a site log folder for Veritas's reference.

The Customer will not let any person apart from Veritas's employees or agents to service or in anyway interfere with the Equipment during the term of this Agreement. Any maintenance necessitated by such service or interference shall be charged to the customer at the current charging rates.

The Customer agrees to pay any additional payment that may become due as a result of any additions or alterations to the Equipment which in Veritas's opinion necessitates an increase in Maintenance Charges for the remainder of the period in which such alterations or additions are made, any such additional payment to be paid within seven days of presentation of Veritas's invoice therefore, thereafter it shall form part of the annual Maintenance Charge.

Interest at an annual rate of 5% above Barclays Bank's then current base rate will accrue daily and be calculated on a daily basis on any sum payable under this Agreement and not paid on the due date from the due date until payment is received.

If the customer has not paid any amounts due under this agreement on the due date then Veritas Telecom may upon service of written notice to the customer terminate this agreement with immediate effect. Veritas Telecom reserve the right to charge the customer in respect of any work carried out between the due date and the date of termination of this agreement.

5 LIMITATION OF LIABILITY

Veritas Telecom Ltd shall not be responsible to the Customer for any loss whatsoever arising out of any reason beyond the control of Veritas Telecom which shall include without prejudice to the generality of the foregoing any act of God, fire, flood, accident, strike, lockout or stoppage of Veritas's business.

Veritas Telecom Ltd shall not be required to carry out servicing beyond its normal service boundaries.

In the event of a fault being reported to Veritas Telecom that is found to be a fault external to the Equipment or a fault specifically excluded in clause 3 above then Veritas Telecom reserves the right to make a reasonable additional call out charge.

Veritas Telecom Ltd shall have the right to cancel this Agreement forthwith without notice if it is prevented from or hindered in providing through any circumstances beyond it's control including (but not limited to) industrial action, war, fire or prohibition on enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting there from.

The Customer acknowledges that it is its responsibility to effect insurance in respect to all risks relating to the Maintenance of the Equipment not covered in clause 5.

6 GENERAL

This Agreement shall be governed and construed in accordance with the Laws of England

Veritas Telecom Ltd may assign this Agreement to any other person by giving 42 days prior written notice to the Customer. The Customer shall not assign any rights arising out of this Agreement without the prior written consent of Veritas Telecom Ltd.

This Agreement and it's schedule shall form the whole of the terms of agreement between Veritas Telecom Ltd and the Customer and no variation thereof shall be of any consequence whether prior to or subsequent to the date of the Agreement unless expressed in writing and signed by or on behalf of Veritas Telecom Ltd and the Customer.