

1. Definitions of Words

- 1.1 ~~We~~ ~~or~~ ~~Us~~ Telcare Limited. ~~You~~ the customer whose name and address and other details are set out overleaf and who has entered into a maintenance agreement with us
- 1.2 ~~Start Date~~ the date set out overleaf on which this agreement commences
- 1.3 ~~the Term~~ the minimum period of this agreement as set out overleaf
- 1.4 ~~Equipment~~ the system and equipment described in the contract between us
- 1.5 ~~System Location~~ the address shown overleaf where you have told us the equipment is installed
- 1.6 ~~Installer~~ the company whose details are set out overleaf who installed the Equipment at the System Location
- 1.7 ~~Maintenance Service~~ the work which we agree to carry out under this agreement
- 1.8 ~~Maintenance Charge~~ the charge that you agree to make to us under this agreement
- 1.9 ~~Additional Charges~~ charges payable by you to us for any other work that we carry out at our normal rates as published at the time the work is carried out

2. General

- 2.1 These terms and conditions supersede all previous conditions of trading published or issued by us
- 2.2 Any variation to the agreement between us or these terms or conditions is only valid if in writing and signed by you and by an appropriate authorised representative on behalf of us

3. Maintenance Service

- 3.1 If you report a fault in the Equipment at the System Location to us, we will test and diagnose the fault either by attending the System Location or remotely
- 3.2 We will carry out such repair adjustment or replacement as we deem appropriate to remedy the fault that you have reported
- 3.3 We will not have any obligation to carry out work involving or arising out of:-
 - 3.3.1 Any upgrading, improvement or alteration of the Equipment
 - 3.3.2 Any fault arising from your own misuse or neglect of the Equipment or failure to operate it in accordance with normal industry practice or the manufacturer's instructions
 - 3.3.3 Any maintenance of the Equipment other than at the System Location or (at our discretion) by its removal to our premises
 - 3.3.4 Any damage caused to the Equipment by accident or outside interference including without limitations fire, flood, weather, attempted repair by other parties or vandalism
 - 3.3.5 Any external power supplies or ancillary equipment not being part of the Equipment being described overleaf

4. Level of maintenance service

We will provide maintenance according to the level of service which you have requested as set out overleaf. The levels are as follows:-

- 4.1 Level A - Mon to Fri 9.00 am to 5.00 p.m. (excluding Bank Holidays)
- 4.2 Level B - Mon to Sat 9.00 am to 5.00 p.m. (excluding Bank Holidays)
- 4.3 Level C - Mon to Sun 9.00 am to 5.00 p.m. (excluding Bank Holidays)
- 4.4 Response times are;
 - 4.4.1 System Failure over 50% - 4 Working Hours
 - 4.4.2 Minor Faults - 16 Working Hours

We will always attempt to deal with your maintenance call as quickly as possible after we receive it

5. Additional Work

- 5.1 If we agree to carry out any other work on the Equipment at the System Location you agree to pay us Additional Charges in respect of that work
- 5.2 Additional Charges will be invoiced immediately and payable within 30 Days of invoice

6. Our Obligations

- 6.1 We will carry out the Maintenance Services as described herein
- 6.2 We will carry out the Maintenance Service with reasonable care and skill and provide where appropriate replacement parts of satisfactory quality and reasonably fit for the repair of the Equipment
- 6.3 This clause sets out our obligations and except as set out herein all warranties and guarantees relating to the work whether express or implied are excluded to the extent permitted by statute

7. Your Obligations

- 7.1 You will provide us access to the System Location to enable us to carry out our obligations hereunder
- 7.2 You will provide us with all relevant documents and information relating to the Equipment and its installation and all other information and details which we reasonably request to enable us to carry out our obligations under this agreement
- 7.3 You will comply with all statutory requirements and all recommendations of the manufacturer or Installer with regard to the use or testing of the Equipment and will obtain all spare parts and connections to ensure its proper performance including the maintenance of a stable electrical supply
- 7.4 You will maintain an environment suitable to support the Equipment and its sufficient operation including protection against electrical surges

8. Limitation of Liability

- 8.1 This clause sets out our entire liability (including any liability for the acts or omissions of our employees, agents or sub-contractors) in respect of any breach of the agreement between us or our liability in tort towards you
- 8.2 Except in respect of death or personal injury caused by our negligence we will not be liable to you by reason of any representation condition warranty or any other term or duty whether implied or under the expressed terms of this agreement or for any consequential loss or damage whether caused by our own or our employees or agents negligence or otherwise which arise out of or in connection with the services except as expressly provided for in this agreement TO THE EXTENT ONLY THAT SUCH EXCLUSIONS ARE PERMITTED BY STATUTE AND SO THAT THE STATUTORY RIGHTS OF ANY CONSUMER ARE NOT AFFECTED BY THESE PROVISIONS
- 8.3 Our liability shall in no case except in respect of death or personal injury caused by our negligence exceed in any one case the aggregate of five times the Maintenance Charge payable under this agreement and any Additional Charges invoiced to you within the previous twelve month period
- 8.4 We shall have no liability unless you tell us about the problem within two years of its arising

9. Length of this agreement

- 9.1 This agreement shall start on the Start Date and continue for the Term and thereafter until terminated as set out in this clause
- 9.2 If you wish to terminate the agreement after the end of the Term you must give us sixty days notice in writing expiring at any time. If you have paid in advance for any maintenance period you will not be entitled to any refund of the Maintenance Charge you have paid
- 9.3 We may terminate this agreement if you fail to pay the Maintenance Charge or any Additional Charges when invoiced to you or you make a serious or repeated breach of your obligations to us under this agreement
- 9.4 Either of us may terminate this agreement if the other convenes a meeting of its creditors or if a proposal is made for a voluntary agreement or if either of us commits an act of bankruptcy or (being a company) any steps are taken for the winding up of the other party
- 9.5 Any termination of this agreement shall not affect any accrued rights of either party in respect of any previous breach hereof
- 9.6 In any case where this agreement is terminated we shall not be under any obligation to refund to you any Maintenance Charge which has been paid in advance

10. Additional Terms

- 10.1 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay or failure if that was due to any cause beyond our reasonable control. We set out the following by way of example:-
 - 10.1.1 Strikes lockouts or other trade disputes
 - 10.1.2 Difficulties in obtaining raw materials or parts
 - 10.1.3 Abnormal weather conditions
 - 10.1.4 War or threat of war civil disturbance or requisition
 - 10.1.5 Change of statutory regulations
- 10.2 If any Court finds any term of the Contract unreasonable the balance of its terms shall remain notwithstanding that any part of it may not be enforceable
- 10.3 The Contract shall be governed by the laws of England and we and you agree to the exclusive jurisdiction of the English Courts
- 10.4 Nothing in the Contract affects your rights as a consumer or any Statutory Rights
- 10.5 If notice is required under the terms of the Contract it must be in writing and addressed in our case to our registered office and in your case to the last address which you have notified to us
- 10.6 This agreement constitutes the entire understanding between the parties and neither relies on any ancillary or other understanding or agreement
- 10.7 Except as otherwise expressly set out all sums are exclusive of Value Added Tax
- 10.8 Neither party shall be entitled to assign this agreement or any of their rights and obligations hereunder without the written consent of the other
- 10.9 Clause headings are for information only and shall not affect the interpretation of this agreement