



1. General

1.1 These conditions are the only conditions upon which River Telecommunications Limited. (“the Company”) is prepared to deal with its Customer (“the Customer”) and they shall govern the contract to the entire exclusion of any other express or implied conditions.

1.2 These conditions embody the entire understanding of the parties and supersede any prior promises, representations, undertakings and implications.

1.3 The wiring between the network connection point as defined in the relevant legislation and any exclusion sockets is covered by this agreement, but the cost of any damage to this wiring shall be borne by the Customer at the maintenance current charging rates for work and materials, from time to time in force.

2. Duration

2.1 The term of this agreement shall be subject to the provisions of this agreement providing for earlier termination for the initial period specified on the face hereof commence on the commencement date shown on the face hereof (“the Commencement Date”) and shall continue thereafter from year to year until either of the parties shall give to the other at least ninety days prior written notice to be received on or before the anniversary date. This agreement is to be deemed as a ‘rolling’ agreement and if not terminated within the agreed period, will re-enter into commitment for the original agreement period thereafter.

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3. The Customer's Obligations

The Customer agrees:

3.1 To pay the initial maintenance charge for the maintenance service (as hereinafter defined) as specified on the face of this agreement ("the Annual Charge") for "the equipment" (being the equipment described on the face hereof) on or before the commencement date and thereafter annually on or before the anniversary of the commencement date.

If payment is not made by the due date, maintenance will be suspended until such time as all outstanding monies are paid in full.

3.1.2 To pay any additional payments that may become due during the period covered by the annual charge, as a result in adjustments in accordance with Clause 5 hereof upon presentation of the Company's invoice in respect of such additional payments.

3.1.3 If payments due under Clause 3.1.1 and 3.1.2 are not made in accordance with these clauses, the maintenance service shall be suspended until such time as all outstanding monies are paid in full.

3.1.4 To orally notify the Company immediately of any fault in the equipment or any repairs which may be necessary and to allow the Company's engineers to have free, full and timely access to the equipment the Customer providing adequate working and storage space and other facilities as the Company's engineers may reasonably require.

3.1.5 To ensure that the environment conditions at the address on the face hereof being the site of the equipment ("the site") (approved by the Company and/or Network Operator) are maintained at all times and to ensure that all the conditions at the site shall at all times comply with all relevant Statutory and other legal requirements.

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3.1.6 Not to permit any person other than the Company to bring into service at the site any apparatus which is not itself part of the Equipment, which is to be connected to the Equipment unless:

3.1.6.1 The Company has so agreed;

3.1.7 Not to maintain service, repair or adjust or temporarily alter the Equipment or any part thereof.

3.1.8 To pay for the Company's charges for the reprogramming and/or service visits as a result of a programming error or service visits where the fault is not a fault in the Equipment or if the Equipment is reported as faulty and proves not to be so.

3.1.9 Not to assign the benefit of this contract or delegate that burdens of this contract without previous written consent of the Company.

3.1.10 To indemnify the Company against all liabilities costs and claims of whatever nature from third parties in the event that the Company is unable to keep the Equipment in good working order due to causes within the control of the Customer or the Customer allows the Equipment to be altered, adjusted or interfered with by persons other than the Company's authorised engineers or agents or other apparatus is fitted without the Company's agreement thereof.

4. Interest and VAT

4.1 It his herby agreed and declared:

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4.1.1 The annual charge and any other amounts payable under the terms of this Agreement are exclusive of VALUE ADDED TAX or any other similar taxes or levies or duties which will be added to or charged on invoices at the appropriate rate.

4.1.2 Interest at an annual rate of 8% above Bank of England's Base Rate from time to time will be accrued Daily and be calculated on a daily basis on any sum not paid on the due date until payment is received and cleared into the Company's nominated bank account.

5. Adjustment and Variations of the Maintenance Charges

The annual charge may be adjusted at any time in the event that:

5.1 The Maintenance Service provided for the Equipment is changed for any reason. The annual charge may then be adjusted to the appropriate rate for the revised service in accordance with the Company's standard maintenance charges in force at the relevant time.

5.2 Any change is made to the requirements of the Network Operator affecting the provision of Maintenance Service. In the event the Annual Charge shall be adjusted by such amount as is reasonable in the opinion of the Company.

5.3 The Customer requests that additional equipment be made the subject of this Agreement and the Company agrees to maintain that Equipment.

5.4 In addition the Company may upon 21 days prior written notice to the Customer give notice of an increase in the Annual Charge. Such adjustments shall not be made at intervals more frequent than once in any twelve month period.

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6. The Company's Obligations

6.1 Subject to the conditions set out below and subject to the payment to the Annual Charge by the Customer to the Company, the Company shall during the term of this agreement carry out in the manor set out in the schedule 1 such repair and replacement work resulting from fair wear and tear and/or faulty workmanship or faulty materials as is necessary to maintain the Equipment in efficient working order ("The Maintenance Service").

6.2 The obligations of the Company shall be under no liability in respect of;

6.2.1.1 Making good defect in electricity supply network service and connections and/or host PABX systems.

6.2.1.2 Any failure or defective working of the Equipment due to any fault failure or change in the electrical supply and/or Network service and connections and/or host PABX systems.

6.2.1.3 Any failure or defective working of the equipment caused directly or indirectly by any meteorological conditions including electrical storms.

6.2.2 The Customer should have duly notified the Company of such fault or necessary repair in accordance with Clause 3.1.4 hereof.

6.3 At the request and expense of the Customer and only where the Company in its absolute discretion elects so to do carry out other work of repair and maintenance or replacement to the Equipment apart from that describe in Clause 6.1

6.4 The Company reserves the right of a 14 day cooling period on new contracts for equipment installed not by the Company and reject any maintenance claims during this period if a registered engineer from the Company has not pre inspected the Customers equipment.

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6.4.1 The Company reserves the right to reject any claim after the 14 day period for issues that have been advised within the initial 14 day period either verbal, written or by any other communication.

7. Performance

7.1 Subject to the provisions to this Agreement the Company warrants that it will exercise reasonable care and skill in the performance of its obligations here under.

7.2 The Company itself gives no undertaking or guarantee in respect of the description, quality or fitness for purpose of any materials used in the performance of its obligations hereunder but does undertake that, in the event that any defect in materials is notified to it within reasonable time of work being carried out by it will use its reasonable endeavours to secure recompense from its own supplier in respect thereof and it will pass onto the Customer the benefit of any guarantee or indemnities given to it in respect thereof by its supplier.

7.3 Save as provided in paragraph 7.1 and paragraph 7.5 hereof;

7.3.1 All conditions and warranties expressed or implied, as to the quality of service to be provided by the Company or the fitness for any purpose of any materials used by the Company are hereby expressly excluded:

7.3.2 The Company shall be under no liability for any loss or damage (whether direct, indirect or consequential) howsoever arising which may be suffered by the Customer other than any liability which cannot be excluded by law.

7.4 The Customer acknowledges that the Annual Charge and other charges payable by it are calculated on the basis that the above Conditions will apply and that it has been put on notice by the Company that it should insure itself against losses in respect of which the Company's liability is excluded under this agreement.

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7.5 The foregoing provisions of this condition shall not apply to the services provided to persons who deal as consumers (as that expression is so defined in section 12 of the Unfair Contract Terms Act 1977) unless the contract is an international supply contract (as described in section 26 of that act).

8. Force Majeure

8.1 The Company shall have the right to cancel the provision of the Maintenance Service if it is prevented from or hindered in providing the service through any circumstances beyond its control (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, without incurring any loss or damage whatsoever resulting there from.

9. Installation

9.1 The Company shall have the right at any time by giving notice in writing to the Customer to terminate this agreement forthwith in any of the following events:

9.2 If the Customer commits a breach of any of the terms and conditions of this Agreement and fails to remedy the same within 10 days of written notice requiring to do so.

9.3 If the Customer being a Company enters into liquidation whether compulsory or voluntary or administrative or administrative receivership or being an individual is made the subject of a bankruptcy order or in either case compounds with its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action on consequence of debt or in either case suffers an analogous procedure under the law of any jurisdiction.

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10. Governing Law

10.1 This contract is governed by the Laws of England and the English Courts (to the jurisdiction of which the Customer hereby irrevocably submits) shall have the exclusion jurisdiction to resolve any dispute arising out of it.

Schedule 1

Class of Service - – In respect to the Customers request the Company shall at the earliest practical opportunity instruct a maintenance engineer to attend to, inspect/or repair the Equipment during the Companies normal working hours.

Important email addresses and phone numbers for contact support

support@riveruk.co.uk

01482 272728