

Telephone Systems & Maintenance

Standard Terms & Conditions



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This Service Agreement is governed by the Terms & Conditions set out below.

You the "Buyer" (as stated overleaf) ask us, Global 4 Communications Ltd (Global 4) to offer you Servicing for the Equipment supplied under your Customer Service Agreement (hereafter referred to as "The Agreement" in return for the Agreed Annual Charge as stated in The Agreement.

OUR COMMITMENT TO YOU:

- 1 To arrange a Service Call at your request within 16 Business Hours, excluding weekends and Bank Holidays. Our business hours are 8.30 am to 5.30 pm Monday to Friday.
- 2 To provide written and verbal update on the progress of all orders and service requests.
- 3 To arrange the delivery of all the necessary supplies at your request within 3 working days.
- 4 To ensure that all servicing of the Equipment will meet the manufacturers' approved standards.
- 5 Basic operational training on the system is provided at the time of installation but full customer training can be provided at an extra charge as in Global 4's Standard Terms & Conditions.
- 6 To honour all manufacturers' guarantees as per their terms and conditions.

YOUR COMMITMENT TO GLOBAL 4:

- 7 Pay the Agreed Annual Charge plus VAT (typically invoiced monthly in advance) from the Maintenance Start Date detailed in The Agreement.
- 8 Pay the Agreed Additional Cost of any supplies and services outside The Agreement or outside the manufacturer's terms and conditions. You accept there will be a minimum call out charge of £125 excluding vat.
- 9 Pay all invoices within 14 days of their date throughout the period of The Agreement or any extension of that period. Paying on time is an essential condition of The Agreement. We have the right to withhold servicing and delivery of supplies if you do not pay our invoices on time. This will not affect any of our other rights.
- 10 Agree to accept Global 4 may change the Service Charge to recognise the age of the Equipment and inflation on materials and labour.
- 11 Keep the Equipment stated in a suitable and secure place and operate it according to our instruction.
- 12 Notify us in writing at least 90 days in advance should you wish to change the location of the Equipment, giving details of the full new installation address. If it is outside our service area we reserve the right to give you 30 days written notice to end The Agreement, as you will have broken it and we can recover our losses from you under paragraph 23.
- 13 Accept liability both jointly and individually for all your commitments under The Agreement if you are a Partnership of more than one person.

GENERAL TERMS:

- 14 Without affecting any existing Agreements you may have an Agreed Annual Charge with us. You may cancel this proposal by writing to us within 14 days of signing the Customer Service Agreement. Otherwise the period of The Agreement, will start on the day the last Equipment was installed or on the date you signed The Agreement whichever is the later (not withstanding any free maintenance period covered in The Agreement). From this point only The Agreement will replace any relevant existing Agreements but without affecting existing rights (both yours and ours).
- 15 Your responsibilities under paragraphs 7 to 13 will continue and not be affected by the theft, loss or destruction of, or damage to any of the Equipment.
- 16 The Agreement is the sole Agreement between us for the servicing of the Equipment.
- 17 The Agreement will be taken as having been made at our registered office.
- 18 The Agreement applies to all the Equipment individually. If any Equipment fails it will not affect the rights and liabilities of either of us for the other Equipment.

- 19 Notices under The Agreement must be made in writing and delivered by hand or sent by recorded delivery to the other party's address as shown in The Agreement or the last known address.
- 20 The supplies and parts supplied under The Agreement remain the property of Global 4 until paid for.
- 21 As we would not be aware how a breakdown or a defect in the Equipment might affect the running of your Business we will not be responsible for any loss of Business or profits. As you are aware of your Business requirements, if you think you require protection against this risk you should insure against it yourselves. The Agreed Service Charge has been worked out on the basis that we are not responsible for the risk even if such loss is our fault.

YOUR RESPONSIBILITY:

- 22 "Cancellation" is when you notify us in writing before the end of the Agreed period that you do not intend to fulfil your commitments under The Agreement. This includes your failure to pay for the Agreed Annual Charge for the Equipment under paragraph 7. If this is the case and it is clear that there is no way of The Agreement continuing we will accept your cancellation to end The Agreement and will recover from you all our losses according to paragraph 23. The commitments and liabilities you had with us before The Agreement ended will not be affected.
- 23 Our claim for damages against you for our losses arising from the ending of The Agreement under paragraph 22 will be the total Agreed Annual Charge for all the Equipment at the current Agreed Service Charge for the remaining term of the period reduced by not less than 30%. For the purpose of this paragraph the period for each piece of Equipment starts from the original installation date.
- 24 Without obtaining our written consent you must not transfer your side of The Agreement to someone else. Our consent will not be unreasonably withheld. We may transfer our side of The Agreement and transfer our commitments as stated but we will remain responsible for the carrying out of those commitments.
- 25 The Agreement is the entire Agreement and is governed by English Law and comes under its Jurisdiction.

ADDITIONAL CONDITIONS:

- 26 Any additional extension and handset fitted during the term of the contract will be added to the Agreed Annual Charge at a rate as per Global 4's current price list.
- 27 Additional training and programming at your request will be charged as per Global 4's Terms & Conditions which are currently £250 per day.
- 28 You will pay the Agreed Annual Charge plus VAT (typically invoiced monthly in advance) no later than 14 days following the receipt of the invoice. Service calls will not be attended to until the Agreed Annual Charge has been received. Thereafter you will pay on the anniversary date of the first invoice.
- 29 You will accept that if the Telephone Equipment has been acquired through a Finance Agreement and the term of this Finance Agreement is longer than the term specified under The Agreement, then the additional period will extend the term of this contract to a maximum of 87 months without affecting either you or our rights under this contract.
- 30 You agree that should any other party, not in the employ of Global 4 carry out any works, moves, changes to the system then the terms of the contract shall be deemed to be null and void and a full settlement of the outstanding contract will payable by return.
- 31 You agree that any works needing to be carried out on the system during the contract should be addressed to Global 4 only, even if Global 4 has appointed another maintainer to act on Global 4's behalf.
- 32 Should you require any changes to the system programming set up after the installation we require a written request to Global 4. We will carry these out remotely and then the cost will be charged to you at our standard rate applicable at the time.
- 33 Global 4 requires from time to time to dial into your telephone system to check programming and obtain the latest back up of the system configuration in case disaster recovery is needed. On entering into The Agreement it means that we have your permission to do so as and when required.