

# Nomis Connections Limited – Maintenance Terms & Conditions

Nomis Connections Ltd, hereinafter referred to as NCL, agrees to provide, and the customer agrees to accept service on the Equipment, which is the subject of this Agreement. The terms and condition set out below apply and prevail over any other previous agreement.

## 1. Agreement

- a) This agreement commences on the effective date shown overleaf and shall continue until termination by:
  - i) Either party giving 42 days written notice prior to the anniversary of the effective date or
  - ii) Either party with immediate effect for failure of the other party to remedy a default in its obligations having first given 42 days notice in writing requiring it so to do, or
  - iii) Failure of the provisions of paragraph 4 (a)
- b) Changes to this agreement shall be valid only if agreed in writing by both parties
- c) English law shall apply to this Agreement

## 2. Definitions

In this Agreement the expression

- a) Normal Working Hours means between 9.00am and 5.00pm Mondays to Fridays excluding Public Holidays.
- b) Response Time means the maximum time which is within Normal Working Hours, and which elapses between the time when a service request is received and the time when Nomis carry out the actions listed in Paragraph 3 (a).
- c) The Equipment means the NCL communication equipment and accessories described overleaf or any replacement thereof, which is provided under the terms and, conditions of this agreement together with any additions or deletions, which may from time to time be agreed in writing between the parties.

## 3. Nomis's Responsibilities

- a) Following a request by the Customer for maintenance service, NCL shall subject to any circumstances beyond its control
  - i) Confirm by telephone that the Customer has carried out the procedures necessary to establish that the fault is not external to the Equipment, and if necessary
  - ii) Interrogate the system via Remote Access, perform diagnostic routines to determine the exact nature of the reported fault and carry out any remedial action required.
  - iii) Attend the Customers site and repair or replace the defective Equipment if necessary.
- b) Response Type shall be as follows
  - ii) Level 1 - 0900 - 1700 Monday to Friday with 4 hours response

Service response times exclude system configuration changes listed in paragraph 3 (e).

- c) Nomis shall make no charge for labour, materials, carriage or other costs relating to the repair or replacement of the defective Equipment other than the annual amount payable under this Agreement, subject to the provisions of Clause 5. All parts or replaced units shall become the property of NCL.
- d) In the event of a fault being reported to NCL, which is found to be external to the equipment, then Nomis reserves the right to make a call-out charge at current service rates.
- e) NCL will provide minor system reconfiguration programming changes per annum, within the scope of this contract. Additional programming works will be charge at current service rates.

## 4. Customers Responsibilities

- a) The Annual Service Charge will be invoiced in advance and shall be payable by the customer prior to the Agreement commencement and anniversary dates. NCL may alter the Annual Service Charge at any time after having given 42 days prior written notice.  
The customer shall pay for any services performed which are not covered by this Agreement at NCL's then current service rates.
- b) On arrival of the service engineer at the Equipment location, the Customer shall
  - i) Provide free access to the Equipment and shall provide such reasonable facilities for the repair as are required by the service engineer. Such facilities shall include, but are not limited to, access to and use for testing purposes of the equipment.
  - ii) Make available a representative of the Customer to be present at the site at all times whilst the service is being performed.
- c) The Customer shall not permit any person other than NCL personnel or persons authorised by NCL for the purpose to attempt to alter, modify, repair or change the Equipment in any way.
- d) The Customer shall inform NCL of any change in location of the Equipment following which Nomis reserves the right to discontinue service or make a variation in the Annual Maintenance Charge.
- e) The Customer shall take all reasonable precautions to ensure the health and safety of NCL personnel whilst on the Customers premises.

## 5. Exclusions and Limitation of Liability

- a) NCL shall have no obligations under this Agreement in respect of
  - i) Any faults arising from the installation, which has not been carried out by NCL or appointed representative.
  - ii) Any Equipment or software, which has not been produced by NCL or appointed representative.
  - iii) Any Equipment which was defective prior to the effective date of this Agreement.
  - iv) Equipment which has been subjected to unreasonable physical or electrical stress.
  - v) Any faults arising from misuse, accident or negligence by the Customer or any other party.
  - vi) Any loss of business, profit or any other consequential indirect or special loss howsoever arising.
  - vii) Any other liability except as expressly provided herein.
- b) With the exception of liability of death or personal injury caused by the negligence of NCL, NCL's total liability to the Customer, howsoever arising, shall in no circumstances exceed £2,000,000 in respect of any occurrence or series of occurrences.
- c) NCL may assign this Agreement to any other person without serving any prior notice to that Customer. The Customer cannot assign any points arising out of this Agreement.