

VOICE SERVICES LIMITED: TERMS AND CONDITIONS FOR THE SUPPLY OF MAINTENANCE

1. DEFINITIONS

- (i) "Voice" means Voice Services Limited
- (ii) "the Customer" means the customer as specified overleaf
- (iii) "the Maintenance Fee" means the annual charge for maintenance as specified overleaf
- (iv) "the Site" means the site as specified overleaf
- (v) "the Equipment" means the equipment as specified overleaf
- (vi) "normal working hours" means between the hours of 9.00 am and 5.00 pm Monday to Friday excluding Public/Bank Holidays

2. MAINTENANCE

- (a) The Maintenance Fee covers the following:
 - (i) An unlimited number of visits to the Site during normal working hours;
 - (ii) Any replacement Equipment or parts. The replacement Equipment or parts shall at the option of Voice become Voice's property;
 - (iii) All labour; and
 - (iv) All travel expenses.
- (b) Voice will use all reasonable endeavours to respond to the Customer within eight working hours of a fault report being received by Voice's fault desk. For the avoidance of doubt if Voice (despite using all reasonable endeavours) is unable to respond to the Customer within eight working hours Voice shall not be liable for loss, damage or expense of any kind incurred by the Customer.

3. THE CUSTOMER'S UNDERTAKINGS

The Customer undertakes as follows:

- (a) To pay the Maintenance Fee together with any VAT thereon. The Customer will be invoiced on or before the commencement of this Agreement and approximately yearly thereafter unless a notice is received in accordance with clause 11 of this Agreement.
- (b) To allow Voice's engineers to have full access to the Site during normal working hours (and all normal facilities) for the purpose of carrying out maintenance, including updating of the Equipment.
- (c) Not to allow any alteration or movement of the Equipment to be made without the written consent of Voice. Consent will only be given if a representative of Voice is allowed on the Site whilst the alteration or movement is made. In the event of a breach of this clause Voice shall have the right to immediately terminate this Agreement without notice.

4. COMMENCEMENT OF AGREEMENT

No contract shall come into existence until this Agreement has been signed by an authorised signatory of Voice and the Customer has paid the Maintenance Fee together with any VAT thereon.

5. EXCLUSIONS

- (a) Voice reserves the right to charge for any visit that in the reasonable opinion of Voice has been made unnecessarily. Any charge made in such circumstances may include labour and travel expenses.
- (b) Voice reserves the right to charge for any visit which in the reasonable opinion of Voice has been made necessary because of the misuse or damage (accidental or otherwise) of the Equipment by the Customer. Any charge made in such circumstances may include labour, travel expenses, equipment and parts.
- (c) Voice reserves the right to charge for any visit made outside normal working hours.

6. EXCLUSION OF LIABILITY

Voice shall not be liable for any consequential or indirect loss suffered by the Customer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from Voice's negligence). Non-exhaustive illustrations of consequential loss would be loss of profits, loss of contracts, damage to property of the Customer or anyone else and personal injury to the Customer or anyone else (but only so far as such injury is not caused by Voice's negligence).

7. INDEMNITY

The Customer agrees to indemnify Voice in respect of any liability incurred by Voice for loss, damage or expense incurred by any person arising from the Customer's use of the Equipment for any purpose.

8. FORCE MAJEURE

Voice shall not be liable for any failure to perform its obligations hereunder arising from circumstances outside Voice's control including without limitation act of God, war, terrorism, riots, explosion, abnormal weather conditions, fire, flood, Government action, strikes, lock-outs, accident or shortage of labour. In such circumstances any money paid by the Customer shall be returned but without interest.

9. VARIATIONS

- (a) Any variation of these terms and conditions shall be effective only if the same is agreed in writing and signed by a director of Voice.
- (b) Voice may vary the Maintenance Fee payable hereunder by prior written notice to the Customer provided that no such variation shall take effect earlier than one year after the commencement of this Agreement or earlier than one year after a preceding variation. Any increase in the Maintenance Fee will be the higher of 2% or in line with the current maximum RPI at the time of renewal for the Equipment.
- (c) Voice will add to the Maintenance Fee the additional maintenance cost for any equipment or parts added to the system within the previous 12 month period.

10. ASSIGNMENT

Voice shall be entitled to assign or sub-contract this Agreement.

11. TERMINATION

This Agreement shall be for a period of one year and will continue thereafter from year to year on the same terms and conditions as the terms herein unless either party gives to the other, not less than ninety days prior to the end of the first year or any anniversary thereof written notice to terminate this Agreement.

12. CLAUSE HEADINGS

Clause headings are included for ease of reference only and are not intended to be part of or to affect the construction or interpretation of this Agreement.

13. LAW

This Agreement shall be subject to English Law.