

## Interact Audio Visual (AV) Maintenance Contract

**You** (the Customer) agrees to accept from Interact Technology Ltd of Hunter House, 150 Hutton Road, Shenfield, Essex, CM15 8NL (the Company) the maintenance services for equipment included in this Agreement and to pay the maintenance payments, all on the terms and conditions set out below: -

### 1. Equipment and Terms

This Agreement shall apply to the equipment described in the schedule and shall commence on the Commencement Date and shall continue in accordance with the terms and conditions hereof.

### 2. Maintenance Payments

- 2.1 The Customer shall pay the maintenance payment in advance Annually or via Monthly Direct Debit. The payments will be made for the initial period of 36 months (Unless indicated otherwise) commencing on the Commencement Date shall be due within 15 days of the invoice date.
- 2.2 At least 42 days before the anniversary of the Commencement Date of this Agreement the Company shall notify the Customer in writing of the maintenance payments payable for the subsequent 12-month period as agreed and shall accompany such notice with an invoice for payment. The Company may terminate this Agreement immediately and without notice or liability if payment is not received by the due date.
- 2.3 The Company reserves the right to increase the maintenance payments if in the Company's reasonable opinion, the equipment is used, to be used in or subjected to environmental conditions which are exceptional, having regard to those recommended by the Company or the manufacturer of the equipment.
- 2.4 Additional equipment purchased during the agreement period may be added to the original schedule and covered on a pro rata basis until the contract renewal date, whereupon the revised schedule will be re-assessed and adjusted accordingly. Payment for the pro rata amount will be invoiced at the time with payment due within 30 days of invoice date.
- 2.5 The maintenance payments and other charges payable by the Customer in accordance with this Agreement are exclusive of Value Added Tax, which shall be payable by the Customer in addition thereto.

### 3. Maintenance Service

#### 3.1 Preventive Maintenance Visits

The maintenance service shall include TWO preventative maintenance visits per annum, at such time during normal working hours and on such dates as the parties shall agree from time to time. During such visits the Company will carry out:

- routine inspection and testing of each item of equipment in accordance with the Company's recommendation
- such repairs, replacement of parts, cleaning, lubrication or adjustment of each item of equipment as necessary

#### 3.2 Help Desk Telephone Support

In many cases a fault or defect in the equipment may be rectified by discussion over the telephone with one of the Company's engineers. Help Desk telephone support is available during normal working hours.

#### 3.3 On-Site Support

Following a reported fault, the Company shall use its best efforts for one of its engineers to arrive at the Customer's premises during normal working hours once fault being received by the Company at the above

address subject to access:

Priority Response within 4 hours if possible – 8 hours otherwise subject to access.

All parts under warranty and labour (excludes lamps and LCD panels).

Loan equipment where possible – Critical equipment to be held on site by customer.

Telephone and Video Support during normal working hours.

An unlimited number of call outs are provided within this Agreement during normal working hours.

Progress reports will be provided where necessary in relation to ongoing faults and repairs.

### 3.3 Loan Equipment

The Company will use its best endeavours to loan the customer equipment should the fault not be rectified on site. Whilst the loan equipment may not be a direct replacement the Company will use its best endeavours to provide a reasonable working solution. All loan equipment shall remain the property of the Company and will be provided free of charge and shall be utilised by the Customer for the total period that the faulty equipment is removed while being repaired until reinstalled by the Company. The Customer shall indemnify the Company in respect of any damage to, theft or loss to the loan equipment and shall ensure that the loan equipment is insured for its full value against all risks and shall hold the proceeds of insurance on trust for the Company.

### 3.4 Working Hours

For the purpose of this Agreement working hours shall be defined as those within the Company's normal working day, namely 9.00 to 17.30 Monday to Friday inclusive (excluding bank and public holidays). Work carried out outside normal working hours *at the customer's request* will incur a supplementary charge based on the Company's current labour charges, plus any reasonably incurred additional expenses.

## 4. Excepted Services

### 4.1 The maintenance service shall not include: -

accessories, attachments or other devices not supplied by the Company nor listed in the schedule the correction of any fault or defect due to

- the Customer's failure to maintain a suitable environment for the equipment
- the Customer's neglect or misuse of the equipment or its failure to operate the equipment in accordance with the manufacturer's instructions
- any alteration, modification or maintenance of the equipment by any party other than the Company without the Company's prior written consent
- any accident or disaster affecting the equipment
- the Customer's failure, inability or refusal to afford the Company's personnel proper access to the equipment

### 4.2 The following are not included in the Maintenance Agreement: -

- Equipment which in the opinion of the Company (whose decision on such matters shall be final) is beyond economical repair
- Software provided by others, unless a fully operational copy is made available to the Company with the consent of the copyright owner of the software or its licensee where such licensee is authorised to make such copy available, in which events the Customer shall respectively warrant that such consent has been obtained or such authority has been given
- LCD panels
- Plasma Display Glass
- Lamps (it is the Customer's obligation to hold a spare lamp on site)

- Screen Material
- Loan units will not be provided if a lamp is required and the customer does not hold a spare lamp on site
  - Software changes to the system
  - Any labour incurred for upgrades or replacement Items.

## **5. Customer's Obligations**

5.1 The Customer undertakes to the Company throughout the continuance of this Agreement:

- to grant to the Company such access to the equipment as the Company shall reasonably require from time to time in order to discharge its obligations under this Agreement
- to take all necessary precautions to protect the health and safety of the Company's employees, agents and sub-contractors whilst on the Customer's premises
- to make available the equipment and supply all documentation, operating records and any other information necessary for the Company to diagnose any fault in the equipment
- to keep and operate the equipment in a proper and prudent manner and ensure that only competent trained persons are allowed to operate it
- not to make any addition, modification or adjustment to the equipment without the Company's prior written consent.

## **6. Company's Health & Safety / Insurance**

- 6.1 The Company policy is to apply the Health and Safety Law as outlined by the Health & Safety Executive.  
6.2 The Company currently has a £5,000,000 Public Liability Indemnity.

## **7. Termination**

- 7.1 This Agreement may be terminated by the Customer upon giving not less than 42 days' notice to the Company prior to the maintenance renewal date or subsequent anniversary dates