

# Gower Business Systems Ltd

## Maintenance Contract

### 1. THE CONTRACTED SERVICE

- 1.1 In providing the contracted service Gower Business Systems Limited will use reasonable endeavours to maintain the equipment in good operating condition in accordance with the manufacturer's specification and recommendations.
- 1.2 Gower Business Systems Limited, unless otherwise agreed, will use their best endeavours to attend within the response time of 8 working hours by telephone or site visit but this is not guaranteed.
- 1.3 The agreement will cover any number of emergency calls, all labour, travel, fares, workshop repairs (should the scheduled equipment require extended workshop attention), all replacements for worn or defective parts excluding consumable items such as toner, drum unit, paper, ink, ribbons, print wheels, magnetic media, print heads, platens and feed rolls. Any parts removed shall become the property of Gower Business Systems Limited.
- 1.4 The services provided under this agreement will be provided during Normal Business Hours (meaning between 9.00 hrs and 17.00 hrs Monday to Friday excluding statutory and bank holidays). If the customer requires services to be provided outside of Normal Business Hours and Gower Business Systems Ltd agrees to provide such services then the cost of supply of these services is not included in this Support Agreement and will be charged for and invoiced separately. The Customer agrees to discharge such invoices within 30 days of receipt of the same.
- 1.5 Gower Business Systems Limited may at its discretion temporarily provide a unit in substitution for any part of the hardware which has failed or is malfunctioning.

### 2. RESPONSIBILITIES OF THE CUSTOMER

- 2.1 The Customer shall ensure that the equipment is kept and used only by competent personnel in a normal and proper manner and in accordance with the recommendations of the manufacturer and or Gower Business Systems Limited.
- 2.2 The Customer shall give Gower Business Systems Limited full and unrestricted access during normal working hours to inspect and maintain the equipment and shall provide safe and suitable working conditions in each location for Gower Business Systems Limited service engineers.
- 2.3 The Customer shall maintain a back-up record of data adequate for its needs should any data held in the equipment be lost or corrupted.
- 2.4 The Customer shall ensure that proper environmental conditions are maintained for the hardware and shall maintain in good condition the accommodation of the hardware, the cables and fittings associated therewith and the electricity supply thereto.
- 2.5 The Customer shall ensure that no alterations, repairs, maintenance or adjustments are made or attempted to be made to the equipment other than by a Gower Business Systems Limited Engineer.
- 2.6 The Customer shall not make any addition or any modification to the hardware without Gower Business Systems Limited prior written consent. Such consent shall not be unreasonably withheld.
- 2.7 The Customer shall not move the hardware nor remove the hardware from the installation site without Gower Business Systems Limited prior written consent.
- 2.8 The Customer shall make available to Gower Business Systems Limited such programs including releases and updates, operating manuals and information as may be necessary to enable Gower Business Systems Limited to perform its obligations hereunder and shall if requested by Gower Business Systems Limited provide staff familiar with the Customer's programs and operations, which staff shall upon request provide written descriptions of any failure or malfunction and co-operate fully with Gower Business Systems Limited personnel in the diagnosis of any malfunction of the hardware including the performance of such tests as Gower Business Systems Limited personnel may require.
- 2.9 The Customer shall make available to Gower Business Systems Limited free of charge all facilities and services reasonably required by Gower Business Systems Limited to enable Gower Business Systems Limited to perform the services.
- 2.10 The Customer shall at all times keep a record of all hardware and software used in a form to be approved by Gower Business Systems Limited and allow Gower Business Systems Limited to inspect such record at all reasonable times.
- 2.11 The Customer shall insure any substitute units supplied pursuant to Clause 1.3 and 1.5 to their full replacement value with a reputable insurance company and indemnify Gower Business Systems Limited for any loss or damage suffered by Gower Business Systems Limited as a result of loss or of damage to such units.

### 3. ELIGIBILITY FOR SUPPORT

- 3.1 In order to be eligible for support under this hardware service agreement, the system must:-
- have been installed by Gower Business Systems Limited and be unmodified, properly maintained and operated according to Gower Business Systems Limited specifications and must be in good operating condition.
  - or have been purchased from a reputable manufacturer or authorised agent less than three months prior to placing under the service agreement.
- 3.2 If the system does not meet the above criteria Gower Business Systems Limited may examine and test the system to ascertain its eligibility for support prior to the provision of the service. If the system is ineligible for support or is not operational at the time of commencement of this agreement, any reasonable repairs, modifications and adjustments which Gower Business Systems Limited determine to be necessary shall be made by Gower Business Systems Limited and charged to the customer at Gower Business Systems Limited current time and materials rate.

### 4. EXCLUSIONS

- 4.1 The obligation on the part of Gower Business Systems Limited to provide the services shall not apply where:-
- (i) Modification to the hardware, the software, the firmware or related documentation has been made by anyone other than Gower Business Systems Limited.
  - (ii) Hardware not approved by Gower Business Systems Limited has been attached to the system.
  - (iii) The system has been used outside the specifications laid down.
  - (iv) The customer has failed to notify Gower Business Systems Limited of any defect or suspected defect in the system as soon as reasonable the same comes to the knowledge of the customer.
- 4.2 For the avoidance of doubt, the services do not include the following non-exhaustive list of items:-
- (i) Electrical work external to hardware
  - (ii) Work requested by the customer for rearrangement including without limitation providing additional wiring, moving cabling, relocating the hardware or repairing a previously prepared site to make it operational.
  - (iii) Adding or removing accessories, attachments or other devices.
  - (iv) Refurbishment or repair of the hardware casing.
  - (v) The provision of consumable items or such other items whose serviceable lives are defined by the original manufacturer of the equipment by reference to the volume or amount of usage of the equipment.
  - (vi) The repair of damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone line failure, failure of foreign interconnecting equipment, operator error or causes arising other than as a result of ordinary use.
  - (vii) The maintenance or support of software, including Windows Versions 3 to 2000, NT Server, Exchange Server, Small Business Server or MS Office products unless purchased under category C of the Customer Care Plan.
  - (viii) Workshop overhauls or rebuilding work.
  - (ix) External Leads, cables and plugs.
  - (x) Software or Hardware fixes or services designed to make systems Year 2000 Compliant
  - (xi) Problems caused by Viruses, worms, spy ware or other malicious attacks.
- 4.2 Gower Business Systems Limited shall have no obligation to provide the services outside Gower Business Systems Limited normal business hours specified in Clause 1.4 unless otherwise specified. overleaf.
- 4.3 Gower Business Systems accepts no responsibility for the loss of data due to backup failure. It is the customers responsibility to ensure their backups are taken and verified.
- 4.4 Gower Business Systems accept no responsibility for the loss of e-mails, faxes or loss of business due to the loss of e-mails or faxes whether transmitted or received.

Signed on behalf of  
Gower Business Systems Limited

Signed on behalf of



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Title ...M Bowling.....

Title .....

Date ....22 November 2006.....

Date

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