

## MAINTENANCE AGREEMENT

This Agreement is made on the day -----

Voice Recorders Ltd (in this Agreement called VRL), whose registered office is at Unit 20, city Business Centre, Lower Road, London SE16 2XB

And customer: (in this Agreement called the Customer), whose registered office is at:

**Company X**

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Whereas the Customer requires service support, which VRL is prepared to provide on certain terms, for, the equipment listed in Schedule 1 hereto (in this Agreement called the Equipment).

### IT IS NOW AGREED AS FOLLOWS:

#### 1. SERVICE

During the currency of this Agreement, VRL undertakes subject to the terms of this Agreement to provide the following service:

**(i)**

- a) During office hours, upon notification by the Customer that the Equipment is inoperative or defective, VRL will respond within 4-8 hours by telephone or remote diagnostic modem if applicable. If a site visit is required an engineer will be despatched best endeavour to site next day subject to location and ability to secure any necessary travel and or accommodation arrangements. (Air flights, hotels if necessary)

VRL shall, if necessary, remove the inoperative part or component of the Equipment for repair and shall within a reasonable period provide a replacement for that part or component until such time as the original or component is repaired at which time it will be returned to the Customer and reinstalled to restore the Equipment to operating condition. The service will not include the enhancement of such part or components required for the proper operation of the Equipment.

- b) If in the opinion of VRL the Equipment needs routine preventative maintenance to ensure proper operation, such routine maintenance will be performed during normal business hours, at a time that is mutually acceptable to the Customer and VRL.
- c) All engineering changes including safety changes, which are determined by VRL to be necessary, will be affected by VRL on the Equipment at a time that is mutually acceptable to the Customer and VRL.
- d) For the purpose of this Agreement, 'Service Hours' means the period 09.00 to 17.00 hours Monday to Friday inclusive but excluding public holidays.
- e) Where a fault call is received after 16.00 hours VRL reserve the right to first respond the next working day.
- f) If an engineering visit by an engineer exceeds the normal service hours, the additional hours on site shall be charged at a rate of £100 per hour excluding part hours.
- g) This agreement includes for a maximum of FOUR site visits per annum, thereafter VRL reserves the right to charge at £650 plus travel expenses per call out.

**(ii)**

**The service to be provided by VRL shall not include:**

- a) Electrical work external to the Equipment or the maintenance of accessories, attachments, machines or other devices not specified in the schedule of Equipment hereto attached. To connections or faults or defects or compatibility settings in customer's networks or infrastructure.
- b) The maintenance agreement does not include the hardware costs of replacement hard disks drives or media drives tape, CD or DVD or media itself.
- c) The maintenance agreement does not include data recovery or database rebuilds due to hard disk failure.

It is the customer's responsibility to back up and restore data.

In the event that data recovery is requested then VRL will charge time at £ 90 per hour plus travel expenses.

VRL will not be held responsible for any loss of data or consequential losses for goods and services provided howsoever caused.

- d) The repair of damage resulting from neglect or misuse tampering with settings by the Customer, its servants or agents.
- e) Repairs, labour or materials required as a result of failure of electrical power or failure to maintain the recommended environment, conditions of theft, fire or water damage or any other form of accidental or deliberate damage.
- f) The making of specification changes or the performance of services in connection with the relocation of the Equipment.
- g) The addition or removal of accessories, attachments to other software or hardware devices.
- h) Maintenance or repairs necessitated by a breach by the Customer of any of the terms of Clause 6.

**(iii)**

Any repairs to the Equipment required by the Customer and not falling within the maintenance service to be provided by VRL as aforesaid shall be undertaken by VRL on such terms as may be mutually agreed.

**2. REPLACEMENT OF COMPONENTS**

VRL will supply, in accordance with the Appendix hereto, such parts and components, which in VRL opinion require replacement as a result of normal use. However, for cases outside normal use, the costs of the parts, labour and components supplied will be payable by the Customer and shall be invoiced at normal selling prices. A part or component is decreed to be defective if it contributes to a malfunction of the Equipment or contributes to a reduction in performance, such that it would prevent compliance with the specification of the Equipment. All defective components so replaced shall become the property of VRL.

### 3. INITIAL INSPECTION

(Applicable to systems where a maintenance agreement is ordered later than 1 month following Installation or second user equipment)

Initial inspection of equipment and if deemed necessary by VRL repair and /or maintenance will be required to be carried out by VRL prior to the start of the cover under this Agreement. The initial service repair and maintenance will be charged at a rate to be agreed between VRL and the Customer.

### 4. TERMS

This agreement will run for an initial period of one year from installation.

Thereafter the Agreement shall continue until terminated as follows:

(i)

By either party giving one month's notice in writing that shall terminate the Agreement. This termination shall not extend to the first year of maintenance OR

(ii)

By either party forthwith in the event of the other failing to remedy any serious breach of this Agreement within thirty days of receipt of notice specifying the breach sent to the address specified above sent by Registered Mail. In the case of a breach by VRL the Company shall make to the Customer a pro rata refund of the service fee which refund shall be not withstanding any other rights under this Agreement.

### 5. ANNUAL SERVICE FEE

The price for this service is £ xxxx \* per annum exclusive of VAT.

\*Note. Call outs for no fault found or user error are chargeable at daily rate £ 650 plus travel expenses

### 6. PAYMENT

Payment shall be made annually in advance.

### 7. CUSTOMER RESPONSIBILITIES

The performance by VRL of its obligations under this Agreement is conditional upon the Customer ensuring:

(i)

Full and free access to the Equipment for the purpose of carrying out the Service and make available free of charge staff to enable tests to be carried out subject to normal security arrangements and 48 hours notification. Provide an analogue telephone line connection for remote dial in diagnostics response or network connection.

(ii)

That the Equipment has not been misused or used for any other than its intended purpose or service by an unauthorised person and that all faults or defects have been promptly notified to VRL.

**8. LIMITATION OF LIABILITY**

- a) Voice Recorders Ltd accepts no responsibility and will not be held liable for any damage or consequential losses for goods and services supplied howsoever caused or in a way caused by or arising out of the maintenance of the Equipment
- b) In any event shall not be liable whether in contract or in tort for consequential loss, injury or death or damage of any kind howsoever arising including but not limited to loss of profit or revenue.

**9. SPECIFICATION CHANGES**

VRL shall have no obligations to make alteration in design specification or construction of Equipment to be maintained. Specification changes, alterations to attachment may require a change in the maintenance charges.

**10. EMPLOYEES**

The customer undertakes not to employ or offer employment in relation to the Equipment to any person associated with VRL in providing service under this Agreement during the term of this Agreement or within one year of its termination.

**11. FORCE MAJEURE**

Without limiting the generality of the foregoing conditions VRL shall not be liable for any failure or delay due to causes beyond VRL reasonable control such as, but not limited to, acts of God, the actions of any Governments, strikes, lockouts or other industrial disputes, floods, explosions, fire.

**12. LAW**

This Agreement shall be governed and construed and shall take effect in accordance with the Laws of England.

SIGNED FOR AND ON BEHALF OF:

SIGNATURE.....

POSITION.....

DATE.....

SIGNED FOR AND ON BEHALF OF VRL

SIGNATURE.....

POSITION.....

DATE.....

## SCHEDULE OF EQUIPMENT

**ITEM 1**

**DESCRIPTION**

**Located at :**

**Contact**

**Telephone**

**E Mail**