

MAINTENANCE CONTRACT
TERMS AND CONDITIONS
OF
PREMIER CASH REGISTERS LTD
(On-site Contracts)

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "The Contractor" means Premier Cash Registers Ltd;
- 1.2 "The Owner" means the company, firm or person who owns the Equipment;
- 1.3 "The Equipment" means all items of equipment as detailed in the maintenance schedule or sales invoice;
- 1.4 "The Site" means the premises or site specified in the maintenance schedule where the Equipment is located and used;
- 1.5 "Normal Business Hours" means 9am to 5pm Monday to Friday not including holidays.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the maintenance of the Equipment by the Contractor to the exclusion of all other terms and conditions referred to, offered or relied on by the Owner unless the Owner specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Contractor in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Contractor.
- 2.3 It is understood that all of the Equipment is located at The Site and is in good working order at the time that the maintenance schedule is signed and that any problems have been reported in advance to the Contractor.

3 CONTRACTOR'S OBLIGATIONS

In consideration of the payment, in advance in full or by 12 monthly interest-free instalments by direct debit, of the annual charges as detailed in the schedule or invoice, the Contractor agrees to maintain the Equipment in good operating condition and to furnish, when available, any parts necessary with the exception of paper supplies, screen covers, keys and drawer inserts.

4 COMMENCEMENT

The period of maintenance shall commence from the 'Start Date' as shown on the maintenance schedule or on the sales invoice and shall continue until the 'End Date' as shown on the maintenance schedule or on the sales invoice.

5 OWNER'S OBLIGATIONS

The Owner must:

- 5.1 use the Equipment in a competent and proper manner and not use the Equipment for any purpose beyond its capacity;
- 5.2 read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions;
- 5.3 when informing the Contractor of any breakdown of the Equipment, inform the contractor of any related problem that may have affected or that may be currently affecting the working of the Equipment;

- 5.4 respond to all requests by the Contractor in an attempt to rectify any fault with the Equipment;
- 5.5 allow the Contractor access to repair or replace the Equipment;
- 5.6 not repair the Equipment without the prior consent of the Contractor.
- 5.7 make regular back-ups of the software. This is the responsibility of the Owner.

6 BREAKDOWN AND REPAIRS

- 6.1 Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment, the Contractor shall be responsible for all costs incurred during normal business hours in order to repair the Equipment (subject to clauses 6.5, 8.1 and 8.4). These include telephone support, remote support (if applicable), the cost of travel, labour and parts.
- 6.2 Where the Contractor is unable to carry out repairs on Site, the Contractor may replace the Equipment with equipment of a similar age, type and specification or supply a loan terminal (free of charge) while affecting a workshop repair. The Contractor shall be liable for any transport costs involved.
- 6.3 Where the Contractor is unable to carry out repairs to the Equipment, perhaps due to the unavailability of a replacement part, the Contractor may replace the Equipment with equipment of a similar age, type and specification or offer an upgraded item of equipment at a discounted price.
- 6.4 Outside normal business hours, complimentary **emergency** telephone support will be available from 5pm to 11.30pm on weekdays and from 8.30am to 11.30pm on weekends and holidays. The emergency support is available only to customers with a valid contract and can be accessed by dialing the Contractor's normal office telephone number.

If support is given outside normal business hours for equipment not under guarantee or to a customer without a maintenance contract, the Contractor reserves the right to charge at a rate per call of £60 + vat up to 30 minutes, followed by £1 + vat per minute for any additional.
- 6.5 Every effort will be made to rectify problems and faults on the telephone or remotely. The Owner will co-operate fully with the instructions of the Contractor for this purpose. All terminals should be connected to broadband to enable remote support*. If required, call outs to the Site will be arranged by the Contractor during normal business hours, if possible by the next working day. Call outs to the Site outside normal business hours can be arranged only at the discretion of the Contractor and charges will apply.
- 6.6 Where appropriate, replacement Equipment, such as printers, will be despatched during normal business hours for delivery by parcel courier the next working day.
- 6.7 Following delivery of a replacement item of equipment by parcel courier, the Contractor will arrange for collection of the faulty equipment by parcel courier. This should be packed safely in the same packaging the replacement arrived in. Any damage to the Equipment incurred on its return to the Contractor, due to insufficient or improper packaging will be charged to the Owner.
- 6.8 On the return of any loan or replaced Equipment to the Contractor, any missing parts or accessories, eg. keys or insert trays will be charged to the Owner or can be returned to the Contractor within 7 days at the cost of the Owner.

*If a call out is required to site for an issue that could be resolved remotely if the Owner had the Equipment connected to broadband, then the contractor may make a charge for the call out.

7 EXCLUSIONS

- 7.1 This contract does not cover the cost of labour or materials necessary to repair damage to the Equipment caused as a result of the negligence or misuse by the Owner or by accident, fire, liquid, mains power supply or the use of parts and accessories not supplied by the Contractor. The Owner shall be responsible for the whole cost of the repair with the exception of the call-out charge.

7.2 This contract does not cover software. Loyverse software may have been originally installed and setup on the system. Loyverse was originally a free online EPOS and back-office software which, at the time of installation, was wholly supported by Loyverse themselves, not the Contractor. The Contractor is not responsible for any changes to the Loyverse software, either in its functionality or service. This includes hardware drivers.

7.3 This contract does not cover training.

8 CHARGING

8.1 The annual charge must be paid in advance unless a direct debit authorisation for has been set up for payment to be taken in 12 interest-free monthly instalments, the first to be taken on the first day of the contract. Failure of a direct debit payment instalment will result in the contract being suspended. The direct debit instalment will be attempted again 5 days from the instalment failure. If unsuccessful, the contract will only be reinstated when the full balance for the year is received. Repairs undertaken while the maintenance contract is not in place will be charged at the Contractors usual rates.

8.2 The Contractor reserves the right to vary the price upon renewal.

8.3 All charges are subject to VAT at the current UK rate.

8.4 If the Owner has charges outstanding, the Contractor may, without affecting their legal rights, suspend its obligations to maintain and repair the Equipment in the event of a breakdown until the outstanding monies have been paid in full.

8.5 Payment of the annual charge, either in part or full, indicates that the Owner accepts these Terms & Conditions in full.

9 TERMINATION & RENEWAL

9.1 The responsibility of the Contractor under the contract ceases forthwith should any of the Equipment be serviced, repaired or otherwise interfered with by any persons other than an authorised representative of the Contractor.

9.2 If the Owner defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, the Contractor shall be entitled to terminate the maintenance contract immediately by notice in writing to the Owner. This clause shall not affect the right of the Contractor to recover from the Owner any monies due to the Contractor under this agreement or damages for breach thereof.

9.3 The Owner may terminate the contract at any time by giving notice in writing. However, the Contractor will not be liable to repay any monies received for the maintenance contract.

9.4 A renewal invoice will be sent automatically at least 30 days before the 'End Date' specified in the maintenance schedule or on the previous support invoice. Unless payment has been received in full for the renewal invoice or a direct debit authorisation has been set-up, whereby the contract would continue for the period specified on the invoice, the maintenance contract will terminate at the conclusion of the 'End Date'. If a direct debit authorisation is in place, the first of 12 monthly instalments will be taken on the first day of the renewal period stated on the invoice unless notice of cancellation by the Owner is received by the Contractor in writing.

If the contract is extended by payment of a renewal invoice then a renewal invoice will be sent every 12 months and payment in full before the end of the current term or in instalments by direct debit will extend the contract further under the same terms and conditions.

9.5 If the contract has been terminated, the Contractor, at their discretion, may choose to reinstate the contract by either receiving payment in full of the original rate offered at renewal, receiving payment in full of a revised rate or by first requiring a chargeable engineer's inspection of the Equipment followed by payment in full of a revised rate.

10 LIABILITY

- 10.1 The Contractor shall not be liable for any loss or damage arising from any cause beyond its reasonable control.
- 10.2 The Contractor shall not be liable to the Owner or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Owner howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 10.3 The liability of the Contractor with respect to any claims arising from the maintenance contract shall be limited to the replacement of the Equipment with similar Equipment or at the Contractor's option termination of this contract and restitution of the amount of any charges paid with respect to any period for which the Equipment was inoperable.
- 10.4 Nothing in these Terms and Conditions shall exclude or limit the liability of the Contractor for death or personal injury caused as a result of the Contractor's negligence, breach of contract or otherwise.

11 INDEMNITY

The Owner agrees to indemnify and hold the Contractor and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Contractor by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment or replacement Equipment supplied.

12 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

13 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

These terms and conditions have been adapted from an original document produced by www.clickdocs.co.uk