

1 The Maintainer

Incom Business Systems Limited

2 The Customer

3 Location

4 Contact Reference

5 The Equipment

System:
Configuration:
Equipment:

Incom Approval Number:

Signed for and on behalf of Incom

Signature:
Name:
Position:

6 The Start Date

The Agreement Starts On:

And continues until it is cancelled under the conditions set out over the page.

7 First Year

The charge for the first 12 months maintenance period will be

£

(plus VAT)

8 Second Year

The charge for the years after that is

£

(plus VAT)

The agreement will continue for at least 1 Year

9 Conditions

This agreement is made under the conditions printed over the page and those set out above. It shall not come into force until this agreement has been signed by us and enclosed with official company stamp and serial number.

The initial payment for this agreement is due no later than the agreement start date as set out in clause 6 above. Failure to pay by this date and subsequent due dates will result in maintenance being suspended.

10 Level of Service

Signed for and on behalf of you

Signature:
Name:
Position:
Date:

I am an authorised signatory and agree to be bound by the terms and conditions set out in this agreement.



MAINTENANCE TERMS AND CONDITIONS

13.3 The Supplier recommends the Customer obtains professional security advice with regard to the equipment and Services provided.

14.0 FORCE MAJEURE

14.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

14.2 Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

15.0 TERMINATION

15.1 Either party may terminate this Agreement immediately by written notice if any party commits a breach of this Agreement that is not capable of being remedied.

15.2 Either party may serve written notice requiring the other party to remedy the breach within 30 (thirty) days of receipt of the written notice of the breach and in default, the party serving the notice to remedy may immediately terminate this Agreement without further notice.

15.3 Either party may immediately terminate this Agreement by written notice if the other party commits an act of bankruptcy or goes into or is put into liquidation or is placed in administration (other than solely for the purposes of reconstruction or bone fide amalgamation) or the other party suffers seizure of any of its property for non payment of monies owing.

15.4 A Force Majeure continues for a period of more than 3 months.

15.5 The supplier may terminate the Agreement with immediate effect by giving the Customer written notice and then payment is due immediately from the Customer for the entirety of the minimum period or if the minimum period has expired then payment is due up to the anniversary of the following year of cover if:

15.5.1 any maintenance, repair, replacement, alteration or addition be made to the Equipment other than by the supplier or its authorised installer;

15.5.2 if the Customer misuses or abuses the Equipment;

15.5.3 the service charge is unpaid for seven days or more.

16.0 NOTICES

16.1 Notices must be written and delivered by hand or by first class prepaid post. The address for service on the Supplier (subject to any change notified by the Supplier) is: The Managing Director, Incom Business Systems Limited, Clarendon House, Clarendon Road, Eccles, Manchester, M30 9AL. The Address for the Customer is set out on the front page of this Agreement or the latest invoice whichever is the most recent.

16.2 Notice will be deemed served by hand delivery on the next working day and by first class post by two working days after posting provided evidence can be given that the envelope was correctly addressed and has not been returned to sender.

17.0 GENERAL

17.1 A delay in enforcing rights under this agreement shall not affect the enforceability or validity of the remainder of it.

17.2 The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability or validity of the remainder of it. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17.3 The termination or expiry of this Agreement shall be without prejudice to the rights of either party, which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of this Agreement shall so survive.

17.4 This Agreement contains the entire Agreement and supersedes all other Agreements and understandings between the parties with respect to the subject matter. Any terms proposed by the Customer that are not written in these Terms and Conditions shall be invalid. Subject to clause 12.2 each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly written in this Agreement and, that its only remedy can be for breach of contract.

17.5 Nothing in this Agreement shall create or be deemed to create, a partnership or the relationship of principle and agent or employer and employee between the parties. This Agreement is not intended to be of the benefit of and shall not be exercisable by, any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither party can declare itself trustee of the rights under it for the benefit of a third party.

17.7 The Supplier may at any time change this Agreement without the prior agreement of the Customer. This Agreement in its most current format is available at <http://www.incom-business-systems.co.uk>. The Supplier may transfer or assigns its rights and obligations to any of its associated companies and may sub-contract any of its obligations. The Customer may not transfer, assign, sub-licence or sub contract any rights, licences or obligations under this Agreement without the prior written consent of Incom.

17.8 English Law shall govern the validity, construction and performance of this Agreement and the parties submit to the exclusive jurisdiction of the English Courts.