



Telephone System Maintenance Information

Technical Maintenance & Telephone System Support

MCL provides UK Businesses with maintenance on a variety of makes and models of telephone system. We also employ highly trained engineers, allowing us to give our clients a prompt and effective maintenance service.

What is Telephone System Maintenance?

Telephone System Maintenance is a service that helps you to reduce your organisational costs, minimise the risk of downtime, loss of business and allows you to gain the convenience of a single point of contact for the support of your Telephone System.

For most small companies a Telephone System is a critical business tool that is used extensively for over 275 days a year. Imagine the consequences of spending one day without incoming or outgoing calls. Complete system failure is something that happens to many businesses. Can your business afford to be without maintenance cover?

Competitively priced service solutions for your Telephone System

- Your organisation can enjoy the benefits of competitive, customised pricing solutions that will last the lifetime of your telephone system.
- You will be better able to forecast and budget for your telephone system maintenance expenses, rather than pay fluctuating amounts on an ad hoc basis.
- You can reduce the overall cost of your telephone system maintenance by taking advantage of our regular, proactive technical support.
- A Single point of contact for your communications networks
- Use our industry expertise and supplier relationships to gain a reliable single point of contact for your telephone system and communication network needs.
- You can rely on our well trained, qualified technicians to provide consistent, reliable and efficient support for your telephone system. Proactive support on maintenance agreements
- You can rely on immediate technical support through our proactive telephone system maintenance service. Reliable support for your network tied to a Service Level Agreement

We have a number of telephone system maintenance support options available for you to choose from, ranging from basic support for when things go wrong to complete telephone system support and maintenance which covers even minor issues.

Maintenance Response Time

- Faults that result in a 50% or more crash of the system will receive a technical response within 4 working hours. All other system faults will receive a response within 16 working hours.
- Hardware and Support Maintenance is available Monday to Friday (excluding bank holidays) between the hours of 8:45am & 5:30pm.

Our Maintenance Contract DOES NOT include:

- Additional services such as System Upgrades, Expansion, Administrative or Physical Moves / Changes are deemed chargeable. Maintained customers will receive discounted engineering rates and possibly reduced equipment costs in the event of non-maintenance work being required.
- Replacement parts & engineering services where the part or component has been damaged by user error, interference, mis-operation or has been subject to lightning damage or power surges (acts of god). Parts will be replaced & engineering services provided but this will usually be chargeable. Certain situations will allow you to claim under your business insurance and we will assist with this wherever possible.
- Fault reports resulting in an engineering visit which is proved to be external i.e. (BT or other service provider) will be chargeable (unless your lines are with MCL. Telephone advice will be given to assess & educate as to when problems are likely to be external. In certain individual circumstances the visit charge may be waived at the discretion of MCL.
- System Re-Programming is not included within a Standard Maintenance Agreement (i.e. DDI Changes, Name Programming, and Voicemail Programming) but can be added to your maintenance contract for an additional charge.

1. MAINTENANCE PERIOD AND CHARGES

A. This agreement shall start on the commencement date and continue for the minimum term of 12 months and thereafter from year to year starting on the anniversary of the said commencement date until terminated by either party giving written notice to the other of a minimum period of 30 days from the anniversary of the commencement date next following the date on which such notice is received. Notice shall be deemed to be received within 7 days of being posted by recorded delivery to the last known address of the party to whom it is given.

B. The annual maintenance charge for the period of 12 months shall be the charge specified overleaf. For each subsequent year during the continuation of this agreement the annual maintenance charge shall be fixed according to MCL current charges at the beginning of that year for the equipment stated overleaf. The annual

maintenance charge for each year during which this agreement continues shall be paid for before the date on which that year begins together with the applicable rate of VAT. Payment is due within 14 days of the invoice date. If payment in full is not received by MCL upon the due date, MCL may refuse to send an engineer to site to repair or diagnose any faults until payment has been received. Payment of any maintenance invoice sent by MCL or any of our partners is acceptance of our maintenance terms & conditions. Interest will be charged on a daily basis. Should this account not be settled when due, and thereby fall into arrears, and the Company instruct a Debt Collection Agency and/or a Solicitor to collect the said debt/account; all commissions, legal fees, costs, disbursements, Value Added Tax, and all sums that the Company is called upon to pay in order to collect the said outstanding debt/account, will be borne by the Debtor and/or the party or parties to the Conditions of Sale or to any contract that the Company has entered into with the Debtor.

C. If notice is given as above before the expiry date of the minimum term shown then payment is due for the sum of the annual amounts up to the expiry date of the minimum term. If notice is given as above after the expiry date of the minimum term shown then payment is due up to the end of the current year of cover. If notice is not given as above and the contract is still before the last year of the minimum term then payment is due for the sum of the annual amounts up to the expiry date of the minimum term. If notice is not given as above and the contract is either in the last year or after the minimum period of the agreement then payment is due up to the anniversary of the following year of cover.

2. MAINTENANCE AND REPAIR

A. During the period of the agreement, in consideration of the payment of the maintenance charge, MCL shall as soon as reasonably practicable after notification in accordance with paragraph 4 below provide an MCL authorised maintainer to carry out during its normal business hours any maintenance of and repairs and replacements to the equipment that may be reasonably requested by the customer and shall carry out free of any extra charge and maintenance repairs and replacements (including the provision of any necessary materials and spare parts) as shall be necessary as a result of fair wear and tear arising from the proper operation of the equipment.

B. Any maintenance repairs and replacements for customer visits caused other than by fair wear and tear arising from the proper operation of the equipment or telecommunications network may be carried out at the customers expense at MCL current charges. All maintenance, repairs or replacements may be carried out at the premises where the equipment is installed or elsewhere at the option of MCL

C. The agreement does not cover the following items unless they are specifically detailed in the equipment section overleaf. (i) Pre-existing, overhead, underground or external cabling. (ii) System Handsets, Fax Machines, Patch Panels & Routers. (iii) Call loggers, voicemail, battery back-up and other additional equipment.

3. ALTERATIONS TO EQUIPMENT AND EXTENSION WIRING

A. All alterations to apparatus and extensions to wiring or re-installations shall be carried out by MCL or our partners.

B. Any alterations to equipment and wiring shall be notified to MCL within 14 working days of the commencement of the works.

C. MCL may adjust the Annual Maintenance Charge if the equipment is altered or added to at any time.

D. If any alternations are carried out on your equipment by another company, MCL reserve the right to cancel any existing maintenance agreement in writing and we may retain the Annual Maintenance Charge.

4. THE CUSTOMER'S RESPONSIBILITIES AND LIABILITIES

The customer shall notify MCL either orally or in writing as soon as possible of any fault in the equipment or of any work or maintenance that may be necessary. MCL may at its option repair at its current charges any faults or damage that have arisen because of the failure of the customer to notify MCL promptly.

A. The customer shall not allow the equipment to be moved, interfered with or tampered with and shall at all times comply with all reasonable advice given by MCL in relation to the operation and care of equipment. MCL may at its option repair at its current charges, faults or damage that have been caused by such moving, interference, tampering or by any failure by the customer to comply with MCL directions.

B. Should any maintenance, repair, replacement, alteration or addition be made to the equipment other than by MCL, MCL may terminate the agreement with immediate effect by giving the customer written notice and may retain the Annual Maintenance Charge.

C. The customer shall at its expense comply with all statutory requirements, obligations, regulations, recommendations, bylaws or instructions relating to the use or testing of the equipment. The customer shall obtain and pay for any such licenses, wayleaves, suitable private wires, jack sockets or any other items necessary for the operation of the equipment. Suitable electric supplies where needed shall be provided and maintained by the customer at its expense.

D. The customer shall give MCL unhindered access to the equipment and shall at its expense make available mains electric supply and any other facilities and cooperation as may be necessary for the proper and prompt maintenance of the equipment under this agreement.

E. The customer shall maintain an environment suitable to support efficient operation of the equipment under this agreement.

F. Equipment damage caused by acts of god such as storm damage and flooding are not covered in any maintenance agreement offered by Telephone Engineer Limited. We may however offer a discount on replacement equipment and engineering resource.

G. If the customer fails to observe the provisions of this agreement MCL may terminate it with immediate effect by giving the customer written notice and may retain the Annual Maintenance Charge.

5. LIMITATIONS OF LIABILITY

A. MCL will indemnify the customer: (i) (Where the United Kingdom Contract Terms Act 1977 applies to this Agreement) against liability for personal injury or death directly attributable to the negligence of the Telephone Engineer Limited Authorised Maintainer and (ii) Against physical damage (but not loss of any data) caused by the customers tangible property directly arising from the negligence of the equipment.

B. MCL's total liability to the customer under the indemnities contained in the paragraph 5 shall not exceed ten times the Annual Maintenance Charge for one or more related claims arising in any one twelve month period.

C. Subject to the provisions of this paragraph 5 MCL shall not be liable to the customer for any loss, expense or damage of any kind (direct, indirect or consequential and whether arising from negligence or otherwise) in connection with MCL's maintenance of the equipment or otherwise.

6. GENERAL

A. English Law This agreement in all respects shall be governed by English Law. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.

B. Construction The construction of the agreement is not to be affected by any heading. Reference to the plural shall include the singular and vice versa.

C. Entire Agreement This agreement constitutes the entire agreement between the parties and there are no agreements or understandings between them other than those set herein.

D. Variations Any variations to this agreement shall only be binding if it is recorded in a document signed by an authorised representative of Telephone Engineer Limited.

E. Waiver Failure by MCL to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. Any expressed or implied waiver MCL of any term or condition of this agreement or of any breach or default by the customer may be terminated by MCL at any time. No such waiver shall constitute a continuing waiver nor shall it prevent MCL from acting upon that or any subsequent breach or default or from enforcing any term or condition of this agreement.

F. Force Majeure MCL shall not be liable in any way for loss, damage or delay consequent upon any circumstances beyond its reasonable control.

G. Assignment and Transfer The customer may not assign the benefit of this agreement without prior written consent of MCL.