

Our Terms and Conditions of 'Routine Service, Inspection, Test and Provision of 24 Hour Support Callout Facility Agreement' are enclosed below:-

TERMS & CONDITIONS OF ROUTINE SERVICE, INSPECTION, TEST AND PROVISION OF 24 HOUR SUPPORT CALLOUT FACILITY AGREEMENT

AN AGREEMENT for the Routine Service, Inspection, Test (as applicable) and Provision of 24 Hour Support Callout Facility between:-

(1) Insight Enterprises Ltd of Insight House, Thornleigh Trading Estate, Dudley, West Midlands. DY2 8UB (hereinafter referred to as "INSIGHT") and

(2) The party named in the Agreement (hereinafter referred to as "the Customer")

DEFINITIONS

"Agreement" means the contract between INSIGHT and the Customer incorporating these terms and conditions.

"Equipment" means the Doors and Access and related equipment detailed in the Schedule of Equipment.

"Site Address" means the relevant location of the Doors and Access and related Equipment referred to in the Schedule.

"Schedule" means the schedule detailing the Customer the Equipment and the Equipment Location attached to these terms and conditions issued by INSIGHT from time to time.

1. Service

- 1.1 INSIGHT will attend the site address on or around the scheduled dates, subject the Customers approval of the said site visit, to carry out the scheduled Service / Inspection / Test as designated by the schedule.
- 1.2 INSIGHT will issue site specific Risk & Method Statements either prior to the site visit or whilst on site and prior to any work being carried out.
- 1.3 All scheduled Service / Inspection / Test work as designated by the schedule will be carried out between the hours of 8.00 am and 4.30 pm, Monday to Friday excluding public holidays, to include all travelling time to and from site, unless otherwise stated in the schedule.
- 1.4 Inspection Certification/Documentation/Report, Test Certification/Documentation/Report, Conformity Certification/Documentation/Report and/or any other relevant Certification/Documentation/Report is to be issued following each scheduled Service / Inspection / Test visit for each item designated in the Schedule of Equipment as deemed necessary by INSIGHT.
- 1.5 The service provided by INSIGHT under Clause 1.1 shall not include any repairs, maintenance works and/or the supply of parts whatsoever, unless otherwise stated in the Schedule.
- 1.6 To facilitate the service and/or INSIGHT's reporting system INSIGHT may, at its absolute discretion, apply recommended lubrication, make manufacturers recommended adjustments and/or record measurements and readings of Wear & Tear / Damage.
- 1.7 To facilitate the service and/or INSIGHT's reporting system INSIGHT may, at its absolute discretion take photographs of specific Equipment and/or Equipment Parts.
- 1.8 To ensure safety/safe working/safe working practises INSIGHT may, at its absolute discretion, remove an item from service / lock an item 'off' or issue a DO NOT USE notice to the Customer / Responsible Person, these actions will be accompanied by written confirmation of the said action (the issue of the DO NOT USE notice is in itself considered 'written confirmation'). From the date and time of the issue of the said confirmation documentation it is deemed strictly the responsibility of the recipient of the said documentation (Customer / the Customers representative) to ensure the said equipment is not used or its use limited as per the details of the issued documentation until written confirmation of its safety and/or written confirmation that the equipment is satisfactory for use is issued by INSIGHT.
- 1.9 INSIGHT reserves the right to make additional charges to the Customer based on its current charging rates or price lists in respect of the following:-
 - 1.9.1 All waiting time for any reason beyond INSIGHT's reasonable control.
 - 1.9.2 Aborted visits, either in full or part, beyond INSIGHT's reasonable control.
 - 1.9.3 Aborted visits, either in full or part, requested by the Customer giving less than 5 working days' notice.
 - 1.9.4 Return site visits for any reason beyond INSIGHT's reasonable control.
 - 1.9.5 Site visits requested by the Customer out of the hours as detailed in Clause 1.3.
 - 1.9.6 All costs associated with a failure by the Customer to provide Customer Obligations as detailed in Clause 2
- 1.10 INSIGHT provides the 'Free' provision of a 24-hour Support Facility. Whilst the Provision is available without charge to the Customer all works carried out as a consequence of the use of the 24-hour Support Facility are strictly chargeable to the Customer based on its current charging rates or price lists.
- 1.11 No works deemed as 'additional charges to the Customer' are to be carried out by INSIGHT without prior written consent of the Customer.
- 1.12 INSIGHT maintains that it will whenever possible provide a detailed quotation for any works deemed additional charges prior to carrying out said work – on occasions that a detailed quotation cannot be issued prior to work being carried out INSIGHT will carry out works on a 'Time & Material' basis based on its current charging rates or price lists.
- 1.13 Upon a request being placed by the Customer for chargeable 24-hour Support, INSIGHT shall use all reasonable endeavours to arrive at the Equipment Location within the response times specified in the Schedule.
- 1.14 All works that are deemed as 'additional charges to the Customer' is/are to be subject to Insights 'General Terms' available on request.

2. Customer Obligations

The Customer shall:-

- 2.1 Allow INSIGHT engineers full and free access to the Equipment in such a timely manner that waiting time may not be incurred.
- 2.2 Ensure the INSIGHT engineer is not impeded in carrying out his duties in any way and as such incurring waiting time.
- 2.3 Ensure the INSIGHT engineer is accommodated in such a manner that waiting time may not be incurred.
- 2.4 Ensure unhindered and free use of all working positions and levels.
- 2.5 Ensure absolute clear accessible site for transport.
- 2.6 Provide free issue site parking for attendees vehicles.
- 2.7 Provide use of passenger/goods lift where applicable.
- 2.8 Provide usual welfare services.
- 2.9 Provide 240v or 110v power supply to all working areas (if required).
- 2.10 Notify INSIGHT forthwith if the Equipment is re-located from the Equipment Location.
- 2.11 Notify INSIGHT forthwith if the Equipment is modified or adjusted in any way.
- 2.12 Make freely available to INSIGHT historic documentation as deemed necessary by INSIGHT.
- 2.13 Sign a document of work completion and satisfaction after any Scheduled work under this Agreement has been carried out by or on behalf of INSIGHT.
- 2.14 Sign a document of work completion / chargeable hours and costs agreement and satisfaction after any works deemed as 'additional charges to the Customer' has been carried out by INSIGHT.
- 2.15 Notify INSIGHT in writing of any changes to the Schedule of equipment.

3. Payment

- 3.1 Invoices will be rendered subject to the schedule of the agreement in advance by INSIGHT at the rate set out in the Agreement. The Customer will be notified in writing of any changes to the charges to be levied under this Agreement not less than 45 days prior to

the commencement of each relevant renewal period.

- 3.2 All invoices are payable before the commencement date detailed in the Agreement or at intervals as designated under the Agreement or each anniversary date thereof and if not paid within that period INSIGHT reserves the right to withdraw all support for the Equipment under this Agreement until such time as payment is received and/or resumed.

- 3.3 INSIGHT's failure to attend site beyond INSIGHT's reasonable control is no basis for failure by the Customer to make payments as designated by the Agreement.

4. INSIGHT's Warranty and Limitation of Liability

- 4.1 INSIGHT warrants and undertakes to the Customer, to provide the service under this Agreement with due care and skill.
- 4.2 INSIGHT does not warrant that the service will cause the Equipment to operate without interruption, error, fault, break down and/or wear & tear.
- 4.3 INSIGHT does not warrant that the service will cause the Equipment to operate in any manner other than that as found.
- 4.3 The following provisions set out INSIGHT's entire liability (including any liability for the acts and omissions of its employee's agents or sub-contractors) to the Customer in respect of:-
 - 4.3.1 Any breach of its contractual obligations arising under this Agreement; and
 - 4.3.2 Any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement.

- 4.4 INSIGHT's liability to the Customer for death or injury resulting from its own or that of its employees' agents' or sub-contractors' negligence and all damage suffered by the Customer as a result of any breach by INSIGHT of the condition as to title or the warranty as to quiet possession implied by Section 2 of the Supply of Goods and Services Ad 1982 shall not be limited.

- 4.5 Subject to the limit set out in Clause 4.7 INSIGHT shall accept liability to the Customer in respect of damage to the tangible property of the Customer resulting from the negligence of INSIGHT or its employee's agents or sub-contractors.

- 4.6 The maximum aggregate liability of INSIGHT for any loss or damage caused to the Customer for any act or omission on the part of INSIGHT or its employees agents or sub-contractors occurring during any single year whilst this Agreement remains in force shall be limited to damages of an amount equal to but not exceeding the aggregate of all payments made for the service and any additional charges paid by the Customer to INSIGHT under this Agreement in the relevant single year.

- 4.7 INSIGHT shall not be liable to the Customer for loss of profit or revenue, anticipated savings, contract time or goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of any action brought by a third party) even if such loss was reasonably foreseeable or INSIGHT had been advised of the possibility of the Customer incurring the same.

- 4.9 INSIGHT will not be liable for any costs incurred by the Customer in connection with INSIGHT carrying out its duties under this Agreement.

5.Duration and Termination

- 5.1 This Agreement is for the period detailed in the Schedule commencing on the date detailed in the Schedule and will be renewed automatically on the anniversary date in each subsequent year on the same terms herein appearing or as may be agreed from time to time between both parties UNLESS and until either party has provided written notice of cancellation not less than 30 days prior to the anniversary date of the Agreement, strictly subject to an applicable inflation cost rise in respect to the date of the initial Agreement and the inflation rate as designated by The Bank of England.
- 5.2 This Agreement may be terminated forthwith by either party if either party commits any material breach of any term of this Agreement which (in case of a breach capable of being remedied) shall not have been remedied within 14 days of written notice by either party one to the other to remedy same.
- 5.3 This Agreement may be terminated forthwith by either party giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed of the whole or part of its property or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a Court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter or threaten to enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.
- 5.4 Any termination of this Agreement shall be without prejudice to any accrued rights or remedies available to either party. For the avoidance of doubt where this Agreement is terminated other than in accordance with Clause 5.1 INSIGHT shall be entitled to retain the balance of any payment previously made by the Customer.

6.Force Majeure

INSIGHT shall not be liable for any delay in or failure to perform its obligations under this Agreement if such delay or failure is caused by circumstances or events howsoever arising beyond its reasonable control.

8.General

- 8.1 INSIGHT reserves the right to sub-contract all or part of its Obligations under this Agreement.
- 8.2 The Customer shall not assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of INSIGHT.
- 8.3 Additional items of equipment purchased by the Customer after commencement or renewal of this Agreement will not form part of the service obligation of Clause 1.
- 8.4 The waiver by either party of a breach or default of any provision of this Agreement by the other shall not be construed as a waiver of any other provision of this Agreement
- 8.5 This Agreement constitutes the entire understanding between INSIGHT and the Customer for the provision of the service and supersedes and replaces all previous representations and communications between the parties whether made orally or in writing. Any terms and conditions in any purchase order or other document issued by the Customer shall not apply to the service provided by INSIGHT which shall be governed exclusively by the terms and conditions of this Agreement.
- 8.6 Any notice required to be given hereunder shall be delivered or sent by registered post or by facsimile transmission to the address or to the facsimile number of the other party set out in the Schedule (or such other address or number as may have been notified for this purpose) and any such notice shall be deemed to have been served (if delivered) at the time of delivery, (if sent by registered post) upon the expiration of 48 hours after posting and (if sent by facsimile transmission) upon the expiration of 12 hours after despatch.
- 8.7 This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit any dispute arising between them to the exclusive jurisdiction of the English Courts.