

**Service Agreement**

Dated .....

Between **ON CALL COMMUNICATIONS** (The Company) which shall include its successors and assigns and

Installation address (if different) .....

(The user) .....

Address .....

**Schedule of Valcom Equipment. Main Equipment, Power Supplies, Speakers**

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1. **This agreement** shall come into force when signed by both parties and shall remain in force for a period of five years from the date in 2(b) (The term). It will then continue from year to year until terminated by either party giving to the order of not less than three months written notice by recorded delivery post, expiring at the end of any subsequent years.
2.
  - a) The user shall pay to the company an annual service fee of:
  - b) The next service fee will fall on .....
  - c) The fee shall be paid annually in advance on the anniversary of the date shown in 2 (b) of this agreement.
  - d) In the event of any service fee remaining **unpaid for a period of 30 days** the agreement will terminate and a charge will be rendered for any service given during this period. Additionally the User will be responsible for any current or future service fees, which would have fallen due during the remaining period of the agreement.
  - e) The company shall not be responsible for any British Telecom or any other network providers additional charges.
  - f) The company also provides a **five year maintenance option**, which is secured by the payment of five times the initial annual service fee less 25% (delete this clause if not required)
  - g) All service fee will be subject to Value Added Tax at the prevailing rate.
3. The company agrees subject to its receiving adequate notice from the user to execute all repairs and replacements to the system made necessary by fair wear and tear but not otherwise. Service will be carried out between 0900 and 1730 hours Monday to Friday excluding bank and public holidays.
4.
  - a) The Company will carry out repairs and inspection necessitated for reasons other than fair wear and tear and these will be charged at the Company's current rates for parts and labour.
  - b) Alterations, additions or relocation of system may only be carried out by the Company or its agents. Otherwise this Agreement will be invalidated.
  - c) Any additions to the system will require an adjustment of the service fee, this to be implemented at the Company's discretion.
5. The Company shall not be held liable or responsible for any delay in execution of repairs or replacements nor any consequent damages including loss of profit arising by reason of the system being out of order from any cause.
6. The users shall permit the Company to have all necessary access to the system for the purpose of servicing and will permit the use of facilities such as electricity and telephone without any charge to the company.
7. The Company may adjust the service fee in each year by an amount not exceeding the increase in the retail price index or its equivalent (subject to clause 4(c) of this agreement).
8. No oral representation or arrangement are recognised by the Company and the conditions of this Agreement shall be modified on by a supplementary written agreement signed by a Director of the Company.

**User****ON CALL COMMUNICATIONS**Signed by or on  
Behalf of the user .....

Accepted by the Company .....

Title of office  
Held with user .....

Customer Ref. Number .....

OfTel Approved No. ....

**ON CALL COMMUNICATIONS ISO 9002 - BS5750**

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