

SUPPLEMENTARY TERMS & CONDITIONS OF SUPPLY

These are the Supplementary Terms and Conditions on which we supply Equipment and services to you which, together with the content of the Order Form and the Standard Terms and Conditions, comprise the terms of the contract between us. The Supplementary Terms which apply to your Order are indicated by the SC codes set out in the Order Form.

Please read these terms carefully when you submit your Order Form to us as they will be binding on you.

Complaints - If you wish to make a complaint, please refer to our Complaints Procedure at www.infinitygroup.co.uk

BETWEEN

(1) Infinity Technology Solutions Limited incorporated and registered in England and Wales with company number 04330595 whose registered office is at The Coach House, Spencer Mews, Tunbridge Wells, Kent TN1 2PY. (Supplier).

AND

(2) The customer named and identified in the Order Form (Customer) who shall be contacted using the information provided in the Order Form. If this changes, the Customer must notify the Company as soon as practicable.

In what follows, all capitalised terms shall bear the same meanings as apply in the Standard Terms and Conditions.

PART 4 – SERVICE CODE (SC) “M” - SUPPLEMENTARY TERMS AND CONDITIONS – MAINTENANCE SERVICES [PBX]

These apply in addition to the Standard Terms and Conditions which are hereby incorporated by reference.

1. Equipment Maintenance covers Equipment provided as part of the Services as set out on the Order Form but for the avoidance of doubt it excludes maintenance of any other equipment not supplied by the Supplier or the Supplier's subcontractor, including cabling and telephone handsets.
2. Equipment Maintenance cover must be taken at the time of ordering the associated Services and cannot be added subsequently.
3. The Supplier shall maintain the Equipment in efficient working order during the term of this Contract.
4. Any Equipment ordered after the original installation of items indicated on the original Order Form will be subject to an additional maintenance charge which will be added to the annual contract value and which, for the remainder of the year in which the additional Equipment is installed, will be charged on a pro rata basis.
5. If the Equipment is to be connected to BT apparatus it must comply with all BT requirements and the Customer must arrange at its own expense the provision of any BT equipment specially required for the Customer's needs.

6. The Supplier shall, at the request and expense of the Customer, move the Equipment to alternative premises where in the opinion of the Supplier suitable service and reception facilities exist provided the Equipment does not thereby pass out of the possession or control of the Customer.
7. The Supplier shall use reasonable endeavours to provide maintenance services within 8 working hours from the time of the reported Customer call, provided always that the Supplier (without prejudice to its other rights) shall not be obliged to service the Equipment if the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default at the time of the call.
8. Equipment Maintenance is subject to a fair use policy. The Supplier reserves the right to limit or curtail access to the Equipment Maintenance service should the Customer become a persistently high user of the service; and
 - 8.1. in case of high usage arising, in the Supplier's absolute discretion, from network faults or errors, the Supplier will engage with the Customer to ascertain the reason for persistent high usage and work on solutions that will allow the usage to return to a more reasonable level;
 - 8.2. in case of high usage due to Customer conduct, including configuration changes initiated by it, then the Supplier reserves the right to charge the Customer for all time and materials reasonably required in excess of fair use.
9. If Equipment Maintenance has not been ordered, then the repair or replacement of faulty Equipment is dependent upon the warranty offered by the relevant manufacturer. If an additional engineer visit is required, then this will be chargeable to the Customer as an additional labour service and will be arranged within usual working hours.