



Telephone System Maintenance Information

Technical Maintenance & Telephone System
Support from a trusted, local company

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Telephone Engineer Group

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Telephone Engineer Limited provides UK Businesses with maintenance on almost any make and model of telephone system. We also employ highly trained engineers, allowing us to give our clients a prompt and effective maintenance service nationwide.

Unlike the majority of our competitors, we also offer our clients the option of a pay as you go tariff available for customers who cannot commit to an ongoing agreement.

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.
- ✓ You can take advantage of our economies of scale to ensure that you get the best service for the least possible cost.

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 Service Levels

Pay as you Go Cover

There are no guaranteed service levels with our PAYG option but many small businesses find it ideal for their needs knowing that reliable technical support is available at fixed costs when needed.

Telephone Engineer Limited will endeavour to respond as soon as we can for critical faults and will provide advice to arrange call diversion or temporary service to get you working in the event of a serious system fault.

Email and telephone support with normal phone system usage (such as setting the time or using a feature) is provided free of charge to PAYG customers but remote support charges may be levied for extensive telephone support time with system changes or administration.

Support Only

Support Only maintenance is provided as a cost effective solution to businesses that need the backup of maintenance support being available but want to avoid the higher costs of full maintenance. The service provides initial labour costs free in the event of a fault with guaranteed service levels but should replacement parts be needed they are charged for at current rates.

Bronze Cover

Bronze Cover - Complete hardware cover available between Monday to Friday (excluding bank holidays) between the hours of 9:00am & 6:00pm. 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.

Silver Cover

Silver Cover – Complete hardware cover available between Monday to Friday (excluding bank holidays) between the hours of 9:00am & 6:00pm. Faults that result in a 50% or more crash of the system will receive a technical response within 2 working hours. All other system faults will receive a response within 8 working hours.

Gold Cover

Complete hardware cover available between Monday to Friday (excluding bank holidays) between the hours of 9:00am & 6:00pm. Faults that result in a 50% or more crash of the system will receive a technical response within 1 hour with an engineer on site within 4 working hours. All other system faults will receive a response within 8 working hours.

Handsets

If you wish to receive maintenance on system handsets then cover must first be agreed with Telephone Engineer Limited and included on the maintenance agreement. If handset cover is agreed then the above services exclude handset cover which will be provided on a next business day “post out” service. Please Note: Old or faulty handsets must be returned to Telephone Engineer Limited.

Cover level	Bronze	Silver	Gold
Cover Type	Complete (Parts & Labour Inclusive) Hardware Cover		
Available	Monday to Friday 9:00am–6:00pm (Ex Bank Holidays)		
System Crash	<u>Service Levels (Working Hours)</u>		
Technical Response	4 Working Hours	2 Working Hours	1 Working Hour
Response to Site	16 Working Hours	8 Working Hours	4 Working Hours
Response to Other Faults	16 Working Hours	16 Working Hours	8 Working Hours
Handset Faults	Next Business Day (If logged before 3pm)		
Support Only Cover	<p>For customers with Support Only Cover the following services are provided :-</p> <p>First-hour (visit charge) of an engineer maintenance visit is provided free (subsequent hours if required at charged at standard subsequent hour rate of £75 + VAT).</p> <p>Telephone support and help with features / usage and general enquiries are provided free of charge,</p> <p>Discounted visit charges and hourly rates for office moves, system changes and extension / CAT 5e installation.</p> <p>Engineer fault response for critical or urgent faults will be provided as soon as possible but within 16 working-hours following fault report, fault response for low priority faults will be provided within 5 days or less. Support Only maintenance cover is provided Monday to Friday between the hours of 9:00am and 6:00pm.</p>		

Definitions

Total System Crash

A System crash is classified as a complete failure of the telephone system under the maintenance agreement. For instance, a customer cannot receive or make calls due to the failure of an ISDN 2e card; this would be determined to be a total system crash.

Other System Faults

Other system faults can still be logged on our website but are subject to the SLA response by a Telephone Engineer Limited employee or contractor as detailed in the service description. "Other System Faults" are determined to be faults that do not fall under the "Total System Crash" category ie. where an extension has failed.

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 ie. (BT or other service provider) will be chargeable (unless your lines are with Telephone Engineer Limited or one of our partners). 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 Telephone Engineer Limited.
- System Re-Programming is not included within a Standard Maintenance Agreement (ie DDI Changes, Name Programming, Voicemail Programming) but can be added to your maintenance contract for an additional charge.

Maintenance Acceptance Test (MAT)

If Telephone Engineer Limited were not the original supplier of your telephone system or when there has been a break in maintained service, a Maintenance Acceptance Test (MAT) is normally required so we can ascertain the hardware configuration of your equipment, record your site details and backup your system programming.

- A. The Maintenance Acceptance Test charge will be charged at £95 + VAT unless a different charge is specifically quoted.
- B. A MAT Test may be excused at the discretion of Telephone Engineer Limited.
- C. Following a MAT Test, Telephone Engineer may decline Maintenance.

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 Telephone Engineer Limited 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 Telephone Engineer Limited upon the due date, Telephone Engineer Limited may refuse to send an engineer to site to repair or diagnose any faults until payment has been received. Telephone Engineer Limited shall also be entitled to levy an interest charge on any unpaid overdue balance based upon The Late Payments of Commercial Debts (Interest) Act 1998 and as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, at the rate of 8% above the Bank of England Base Rate.

Payment of any maintenance invoice sent by Telephone Engineer Limited 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, Telephone Engineer Limited shall as soon as reasonably practicable after notification in accordance with paragraph 4 below provide a Telephone Engineer Limited 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 Telephone Engineer Limited 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 Telephone Engineer Limited.
- C. The agreement does not cover the following items unless they are specifically detailed in the equipment section overleaf.
 - (i) 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 Telephone Engineer Limited or our partners.
- B. Any alterations to equipment and wiring shall be notified to Telephone Engineer within 14 working days of the commencement of the works.
- C. Telephone Engineer Limited 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, Telephone Engineer Limited or our partners 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 Telephone Engineer Limited 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. The Telephone Engineer Limited Authorised Maintainer 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 Telephone Engineer Limited 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 the Telephone Engineer Limited Authorised Maintainer in relation to the operation and care of equipment. Telephone Engineer Limited 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 Telephone Engineer Limited directions.
- B. Should any maintenance, repair, replacement, alteration or addition be made to the equipment other than by Telephone Engineer Limited, Telephone Engineer Limited 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 Telephone Engineer Limited Authorised Maintainer and its representatives unhindered access to the equipment and shall at its expense make available mains electric supply and any other facilities and co-operation 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, Telephone Engineer Limited or our partners may terminate it with immediate effect by giving the customer written notice and may retain the Annual Maintenance Charge.

5. LIMITATIONS OF LIABILITY

- A. The Telephone Engineer Limited Authorised Maintainer 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. The Telephone Engineer Limited Authorised Maintainer'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 the Telephone Engineer Limited Authorised Maintainer 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 the Telephone Engineer Limited Authorised Maintainer'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 Telephone Engineer Limited 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 by Telephone Engineer Limited of any term or condition of this agreement or of any breach or default by the customer may be terminated by Telephone Engineer Limited at any time. No such waiver shall constitute a continuing waiver nor shall it prevent Telephone Engineer Limited from acting upon that or any subsequent breach or default or from enforcing any term or condition of this agreement.

F. Force Majeure

Telephone Engineer Limited 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 Telephone Engineer Limited.