

# Advanced Voice

## Business Telephone Systems

## **Maintenance and Service agreement entered into by and between**

## Advanced Voice

(Hereinafter referred to as “the company”)

And

(Hereinafter referred to as “the customer”)

**1. Service:** The company agrees and undertakes to maintain, from the commencement date stated in clause 4 (the schedule) the customer's equipment described in the schedule in good working order at the customer's premises and to attend to service requests from the customer as soon as reasonably practical.

**2. Monthly Fee:** The fee payable by the customer is the amount stated in the schedule and is payable in advance for each quarter from the commencement date.

**3. Standard conditions on the reverse Hereof:** The customer acknowledges that this agreement is concluded also on the terms and conditions which appear on the reverse hereof and acknowledges having read the conditions and on signature hereof accepted said conditions as being an integral part of this agreement.

#### 4. Schedule:

## Equipment .....

Customer's Premises .....

.....

Monthly Fee ..... excl vat (Debit order)

*Signed for and on behalf of  
Advanced Voice*

*Signed for and on behalf of  
The Customer*

Date .....

Date.....

# Advanced Voice



## Business Telephone Systems

### 1 THE SERVICE

1.1 *Advanced Voice* agrees to maintain in good working order, at the premises of the subscriber (described in paragraph 12.1 of the schedule), the installation as per schedule of equipment described in paragraph 12.2 of the schedule (hereinafter called the "equipment") from the date of commencement stated in paragraph 2. Maintenance shall cover the elimination of faults, and such service shall cover the cost of labour, travelling time and expenses within a 50 km radius of an *Advanced Voice* office.

1.2 *Advanced Voice* agrees to repair all faults in the equipment as soon as reasonably practicable having received either telephonic or written notice from the subscriber. *Advanced Voice* maintenance obligation shall not include the cost of replacing any missing or broken parts, repairing or replacing any cabling, wiring or antennae, any alteration or extension to the equipment which the subscriber may desire or which Telkom S.A. Ltd or any other competent authority may require or which may become necessary due to changes in the main electricity supply, repairing damage to the equipment caused by fire, water, lightning or surges in the main electricity supply or arising from any other cause whatsoever, replacement batteries and the costs of installation thereof, and alterations to the equipment facilities or data base. Such costs shall be paid by the subscriber at *Advanced Voice* prevailing rate.

1.4 The maintenance service will be carried out during normal working hours being 08:00 to 16:30 Mondays to Fridays. The subscriber agrees to grant access to the equipment as required by *Advanced Voice* personnel.

Should the subscriber request emergency rectification which requires attendance outside of the normal working hours, this work will be subject to technical staff availability and chargeable to the subscriber at the ruling after hours tariffs.

1.5 Should any fault reported by the subscriber and attended upon by *Advanced Voice* personnel prove to be unfounded or due to sources external to the equipment, *Advanced Voice* reserves the right to charge the subscriber at ruling rates for labour and travelling expense for such time spent on the call out.

1.6 The subscriber shall not in any way modify, extend, or tamper with the equipment. Any alterations or extensions to the equipment requested by the subscriber and which *Advanced Voice* agrees to effect shall be effected by at the subscriber's expense, in accordance with the standard charges of *Advanced Voice* then in force. The subscriber shall be entitled at any time during the currency of this contract to request the transfer of the equipment to any other premises within the area operated by *Advanced Voice*. Such transfer shall be effected by *Advanced Voice* at the subscriber's cost in accordance with

the then prevailing standard charges of *Advanced Voice* and in accordance with any requirements of Telkom S.A. Ltd, which will be the responsibility of the subscriber.

**2 COMMENCEMENT** This agreement shall commence from the date of commissioning of the equipment or on signature of both parties in the event of the equipment already being in service to the subscriber.

**3 PERIOD** Unless determined by mutual agreement in writing the term of this contract shall be for the remainder of the current calendar year and the following calendar year and shall continue thereafter until one or other of the parties gives three calendar months notice in writing expiring at the end of the original term or at the end of any subsequent calendar year.

### 4 SERVICE EXCLUSIONS

Maintenance shall not include the following:

4.1 Services resulting from relocation or removing the equipment or part thereof.

4.2 The repair of damage to or replacement of any liquid crystal display occasioned by exposure to direct sunlight.

4.3 The repair of damage to the equipment or the restoration of lost service resulting from a strike, riot, act of war or terrorism or events beyond *Advanced Voice* control including changes to the specified environment.

4.4 The repair or replacement of any external equipment connected to the PABX and not supplied by *Advanced Voice*.

4.5 Any alterations, expansions or extensions to the equipment which the subscriber may require including changes to the database and any changes which may become necessary due to changes in the main electricity supply.

4.6 The replacement of missing or broken parts.

4.7 The replacement of extension telephones.

4.8 Replacement or repair of the UPS batteries.

**5 MAINTENANCE CHARGES AND PAYMENT** The subscriber undertakes to make payment of the monthly maintenance charges stated in paragraph 12.3 of the schedule and from the date stated in paragraph 12.4 of the schedule by means cash or cheque. The maintenance charge for the period from the date of acceptance of the equipment to the end of the quarter, in which this agreement commences, shall be paid in advance by the subscriber on the date of acceptance of the equipment. Arrears payments will be subject to interest charges at 2.5% above the Prime Overdraft rates prevailing at the time. The maintenance charge will be subject to escalation and will be increased on the anniversary date following completion of the first full year of the agreement, and thereafter annually on the anniversary date each succeeding year. The increase in charges shall be determined by the auditors for *Advanced Voice* whose determination shall be final and binding but not exceed 12 %.

**6 WARRANTIES** The subscriber hereby agrees that no warranties, representations, undertakings or promises of whatsoever nature which may have been made by *Advanced Voice*, its agents or representatives, other than those contained herein, shall be binding or enforceable against *Advanced Voice*. The user acknowledges that no indulgence, concession or relaxation given by *Advanced Voice* shall in any way be construed as a waiver of *Advanced Voice* rights under the agreement.

### 7 LIABILITY

7.1 The company will not be responsible for any electrical interference generated or radiated by the equipment or for the cost of any change in the equipment which may be required by any statute, ordinance, by-law, regulation or administrative direction.

7.2 Neither the subscriber nor any other person shall have any claim whether in contract against *Advanced Voice* for any loss (including consequential loss) or damage to property or injury to or death of any person resulting from the installation, repair, transfer, operation or breakdown of the equipment, or, howsoever arising and whether involving any negligence on the part of the company or its failure to comply with any provision of the contract and the subscriber indemnifies *Advanced Voice* accordingly.

**8 BREACH** If the subscriber breaches any of the provisions of this contract and fails to remedy such breach within 7 days after despatch of written notice by *Advanced Voice* calling upon the subscriber so to do, *Advanced Voice* shall be entitled without prejudice to any other rights which it may have in law forthwith to cancel this contract and to claim from the subscriber all payments then due and payable.

**9 DOMICILIUM** The subscriber chooses as its domicilium citandi et executandi the address recorded in the schedule.

**10 COLLECTION CHARGES AND JURISDICTION** The subscriber shall be liable for legal costs including attorney and client costs, collection commission, tracing charges and other disbursements. The company shall be entitled at its option to institute any legal proceedings arising out of this contract in any magistrate's court.

**11 ENTIRE AGREEMENT** This agreement consists of the whole of the maintenance agreement between the parties and supersedes prior agreements.

### 12 SCHEDULES

12.1 Address of Premises  
12.3 Monthly Charges

12.2 Equipment

2.4 Commencement of PAYMENT

Sign:

Date:

Llewellyn Carson  
Sole Proprietor

P.O. Box 1259, Kloof, 3640 - Tel 031 7671878 - Fax 0866 738688 or 031 7671751 - Cell: 0734620502 - e-mail info@hymaxhighway.co.za  
www.hymaxhighway.co.za