

**MAINTENANCE AGREEMENT**  
**BETWEEN**

..... AND  
(hereafter called 'THE CUSTOMER')

SUNRISE COMPUTER SYSTEMS  
(hereafter called 'THE COMPANY')

**CUSTOMER ADDRESS**

CONTACT : TEL. NO :
------------------------

**EQUIPMENT LOCATION (if different)**

CONTACT : TEL. NO :
------------------------

**SCHEDULE OF EQUIPMENT COVERED**

MODEL TYPE AND EQUIPMENT DESCRIPTION	SERIAL NUMBER	MAINTENANCE PERIOD (YEARS)	ANNUAL MAINTENANCE CHARGE

Sub Total

£ 0.00
--------

Commencing Date
-----------------

17.5%

£ 0.00
--------

Total

£ 0.00
--------

SPECIAL COMMENTS

**WARRANTY REFERENCE:**

## **MAINTENANCE AGREEMENT**

### ***PARTIES***

This agreement is made between Sunrise Computer Systems of 34 Victoria Road, Kirkcaldy, Fife (hereinafter called 'The Company') and

### ***PERIOD***

This Agreement shall have effect from the Commencement Date, detailed overleaf (hereinafter called 'the First Year').

### ***COVER***

The Company will provide unscheduled on-call maintenance in respect of equipment defined in schedule 'A' hereto, based on a normal Monday to Friday working week of 9.00 a.m. to 5.30 p.m. Such maintenance will cover all parts, labour and travelling time, but will not include consumable items, recovery of software data, nor will it include damage or loss resulting from accident, transportation, neglect, misuse or causes other than ordinary use, unless such damage or loss is due to negligence on the part of The Company, its employees or agents.

### ***RESPONSE TO EMERGENCY CALLS***

The Company undertakes where possible to attend all emergency calls within twenty-four hours of receipt subject to the conditions relating to working week and specified hours above.

### ***LOSS OF TIME***

If during any maintenance visit made hereunder The Company Engineers (hereinafter called 'the Engineers') performance is either delayed or prevented by the Customer, The Company at its option shall be entitled to make an extra charge in respect of the duration of such delay or prevention at its current prevailing hourly rate per hour or pro-rata for part thereof. Provided however that if the Engineer is able to occupy the duration of the delay or prevention by attending to any other maintenance call in the near vicinity and is able also to return to the Customer's site during working hours on the same day, no extra charge shall be made. The Engineer's Service Report will be endorsed with a statement showing the reasons for and duration of any delay or prevention, which the Customer shall sign as confirmation of its acceptance of any extra charge arising.

### ***UNREASONABLE WORKING HOURS***

In the event of an Engineer being on site after 5.30 p.m. and up to 6.30 p.m. the hours between will be considered normal working hours. However should the Engineer remain on site after 6.30 p.m. the time spent thereafter will be considered unreasonable and The Company reserves the right to apply a charge at its current prevailing rate for each full hour after 6.15 p.m. This charge will also be applied for the time spent by the Engineer on his return journey after completion of the work. Parts of hours will be charge pro-rata.

### ***TERMINATION***

This Agreement shall remain in force after the First Year or Extended Warranty period if longer (hereinafter called 'the Initial Period') subject to the right of either party to determine it at any time thereafter on giving three months' prior written notice to the other party. Either party may determine this Agreement at any time upon giving written notice to the other party if that other party shall be in breach of any of the terms and conditions herein contained and shall have failed to rectify such breach at the request of the other party. Such determination shall be without prejudice to the rights and liabilities of the parties prior to such determination.

### ***ACCEPTANCE***

This document constitutes the entire Agreement between The Company and the Customer and no waiver, alteration or modification of these terms and conditions shall be valid unless accepted in writing by a duly authorised person acting for The Company. This Agreement is not transferable without the consent of The Company.

### ***SCHEDULE OF EQUIPMENT AND CHARGES***

See overleaf for details of equipment covered and associated charges which form part of this Agreement.

NB. The charges as shown will be payable in advance by the Customer for the Initial Period of this Agreement following the receipt of a valid tax invoice from The Company and thereafter annually in advance. Individual items of equipment may be deleted from or added to the Schedule by exchange of letters between the parties. Any other charges arising hereunder shall be due and payable by the Customer upon presentation by The Company of its applicable invoice.

### ***ALTERATION IN CHARGES***

The Company will from time to time review the cost of Contractual Maintenance provided hereunder and reserve the right to increase or decrease charges dependent upon current trends in operating costs.

Any intention to increase charges will be notified to the Customer at least three months (90 days) in advance.

Signed for and on behalf of

Signed for and on behalf of

by

The Company

Authorised Signature

Authorised Signature

Date

Date