

Full Parts
&
Service Warranty

Between

European Satellites. Com Ltd

And



THIS AGREEMENT

Is made on the _____ of _____

For a 4 hour Response for a period of 3 years at a cost of £..... + vat per annum.

Between

EUROPEAN SATELLITE .COM LIMITED

Of
Unit 2, Glen Court
Canada Road
Byfleet
Surrey
KT14 7JL

And – Site Address

(company name)
(address)

DEFINITIONS

‘**ESC**’ means European Satellite. Com Ltd, its successors and assigns being the first party to this agreement

‘**Building**’ means the above listed sites

‘**Schedule**’ means the Schedule attached hereto and forming part of this Agreement.

‘**System**’ means the Terrestrial and Satellite TV and Radio Distribution System, the subject of this Agreement, as referred to in the Schedule hereto. The System shall include such equipment and/or materials supplied by ESC wherever located on or in the Building which provide or distribute transmissions to the customer. Materials or equipment supplied by others may be included subject to prior agreement and incorporation within the attached schedule.

TERMS AND CONDITIONS

Period: This agreement shall take effect from (commencement date) for a minimum period of 3 years.

1. ESC shall
- (routine service) A) At least twice in every period of twelve months during the continuance of this agreement carry out a survey of the equipment and shall make such adjustments and replace such equipment as are in the sole opinion of ESC necessary in order to keep the system in good working order
 - (remedial service) B) On being notified by the customer of any defect in the system attend the system within the agreed period and repair such defect by servicing or repair or exchange the defective parts at ESC’s expense.
 - C) Always carry such replacement parts as might normally be required to remedy the loss of service on the first visit. Where other equipment is required ESC will make any temporary repairs as in ESC’s opinion are sensible and make best efforts to obtain replacement parts as soon as practical.
 - D) Inform the Customer if in course of servicing ESC has to temporarily disconnect the System.

TERMS AND CONDITIONS continued...

2. ESC shall not

A) Be responsible for any defect in the system resulting from changes of equipment carried out by any third party unless such alteration has been agreed in writing by ESC.

B) Be responsible for remedial servicing where in ESC's opinion the fault is as a result of misuse, vandalism or tampering with the System by persons known or unknown who are not employed by, contracted to or authorised by ESC

C) Be responsible for damage caused lightning, extreme weather conditions, accidents, or abnormal temperature conditions.

D) Be responsible for the availability, continuity, content, quality, broadcasting system, encryption or decryption of any transmission.

E) Be responsible for any change in any Transmission.

F) be responsible for any part of the system within an area which has been or is available for rent or sale to third parties once a third party has taken possession of the area.

3. The Customer

A) Will ensure that ESC has full and free access to the System to allow both remedial and routine servicing

B) Will ensure that all alterations or changes resulting from changes in safety requirements are carried out so as to allow ESC to service the system in accordance with this agreement.

C) Will ensure that any computer interface is adequately protected in the event that the service is temporarily disconnected for servicing.

TERMS AND CONDITIONS continued...

4. Charges

A) The customer shall pay to ESC the agreed charges as set out in the attached schedule together with VAT and any other taxes however designated which are or may become payable.

B) The charges will remain unchanged for the full period of this agreement

C) Where in ESC's opinion the fault is as a result of tampering with any part of the System by persons known or unknown who are not employed by or contracted to ESC, ESC shall notify the Customer who shall be liable for any charge levied by ESC for attending and where applicable rectifying or attempting to rectify such fault.

D) All charges are based on the assumption that all response will be carried out during normal working hours (0900-1700 hrs.).

5. Mandatory Visits

A) Three months after installation is completed and/or contract is signed we will call you to check that equipment is running smoothly

B) Six months after installation one of our fully trained engineers will visit the site at your convenience to check all equipment is functioning as it should and all channels are being received as clearly as were when installed.

C) Follow up calls will be made every three months thereafter.

D) All parts and Labour will be supplied.

E) Loan of equipment whilst repairs are being carried out.

Equipment to be covered

Payment

The customer agrees to pay without further demand on the part of ESC on signing this agreement and within 30 days of receipt of invoice thereafter the amounts specified in the Schedule. This agreement shall not be deemed to have come into force until payment has been received late payments may at the option of ESC attract the penalties specified in the Schedule.

Signed and dated this

By (print name)

On behalf of (the customer)

And

By (print name)

On behalf of EUROPEAN SATELLITE .COM LIMITED