
Terms & Conditions

This agreement is made on the date set out in the attached schedule between the Customer, whose name and address are set out in the attached schedule, hereto (the Customer) of the one part and **PCM Logistics Limited** (hereafter called the Company) of the other part.

The Customer has agreed to enter into this Agreement for the maintenance of the equipment specified in the attached schedule (hereafter call the Equipment) on the terms hereinafter contained.

1. In consideration of the Service Charge specified in the attached Schedule, payable on the signing of the Agreement by both parties, in writing, and subject to the terms and conditions contained herein. The Company agrees to service maintain and repair the equipment for an initial period of twelve months from the date herewith and thereafter unless terminated by no less than one month's written notice.
2. The Company agrees that upon notification by the Customer that the equipment is not functioning properly the Company will visit the site where the equipment is located within 4 or 8 working hours as agreed Monday to Friday inclusive and between the hours of 9:00 am and 5:00 pm inclusive, excluding public and bank holidays and carry out such work as in the discretion of the Company or its agents shall be deemed necessary to be carried out.
3. The Customer agrees to make any equipment to be serviced available to the Company or its authorised agents upon request.
4. The service provided by the Company shall include: the repair or replacement, where necessary, of component parts of the equipment which have failed during normal use, labour costs and travelling expenses.
5. The Company reserves the right to remove the said equipment to some other place for the purpose of carrying out the said work and supply temporary loan equipment, subject to availability.
6. In the event that replacement components are required for the equipment the Company reserves the right to provide alternative compatible equipment of a similar specification. Where equipment/or parts of a similar specification are not available, and those of an improved type must be used, then a charge for betterment may be made at the company's discretion.
7. The Customer agrees to use the equipment in the proper manner and correctly maintain all operating and application software.
8. The Customer hereby agrees not to carry out any work to, or in any other way disturb, the equipment or any internal or external components thereafter or to permit any person other than the Company or their authorised agents to interfere in any way with said equipment and in the event of such interference the Company's liability shall be terminated immediately without refund of any part of the annual Service Charge relating to the unexpired period.
9. The Company shall not be liable for:
 - i Any loss or damage to the equipment caused by fire, aircraft, lightening, burglary, theft, criminal or accidental damage or any deliberate misuse of the equipment by any person.
 - ii The renewal or recharging of batteries or any damage resulting from leaking batteries or any defect in electrical installation external to the power supply.
 - iii Any loss or delay caused by circumstances outside the Company's control.
 - iv Any loss of data stored within the equipment.
 - v Maintenance or repair of sundries or ancillaries to the equipment (e.g. diskettes, mouse, toner, drum/developer/fuser unit, ribbons, print heads, UPS batteries, etc).
10. The Company may terminate the agreement in the following circumstances:
 - a If the Customer shall be in breach or shall not comply with his obligations aforementioned.
 - b If the equipment is destroyed or considered beyond economical repair.
 - c By giving the customer one months notice in writing.

In the event of the occurrence of any circumstances set out in a and b above the Company may terminate the agreement by written notice to the Customer without making any refund of the annual Service Charge, but in the event of termination under c above the Company shall refund to the Customer a proportionate part of the annual Service Charge relating to the unexpired period thereof.