



## TERMS AND CONDITIONS OF SERVICING

The terms and conditions of servicing concerns all the products in the applicable invoice or contract.

## CONFIRMING THE SERVICING

1.1. A service contract is only confirmed when the agreed in writing between Outside the Box Services Ltd (hereinafter called "the company") and the customer.

## PAYMENT OF GOODS AND SERVICES

- 2.1. Payment for servicing must be made in advance of the period of service unless otherwise stated.
- 2.2. As part of the servicing, the company may supply goods in addition to the services. Any goods supplied will be subject to the 'Sales and Installations' terms and conditions set out by the company.

## SERVICES

- 3.1.1. As part of the servicing, the company may contract third parties to aid the services the company offers.
- 3.1.2. The company will not be responsible for the termination of any services offered by third parties, however, will give ample notice of the termination of these service(s) and seek to find a similar and adequate solution. If this is not possible, a refund will be issued to the customer in the event they have paid past the time of the termination of the service(s). This will be issued on a pro rata basis to the time left on the contract.
- 3.2. Both services offered by the company and third parties may be subject to price changes upon renewal of the servicing contract. The company will inform the customer of these changes in advance.
- 3.3.1. The company may offer the physical servicing of goods as part of the servicing contract. This may include services such as but not limited to; PAT testing, firmware/software updates, fault finding, function testing, safety testing, maintenance and cleaning.
- 3.3.2. Physical servicing must be carried out on site, during this time all goods concerning the servicing must be made fully accessible.
- 3.3.3. Physical servicing must be booked in advance, in which case the company will contact the customer to arrange suitable date(s) for the work to be carried out. These dates may be subject to the availability of the companies staff.

## LEGAL COMPLIANCE

- 4.1. The company may lease licenses from the Office of Communications (Ofcom) as part of the servicing contract. The company will do this in order to comply with current broadcast and telecommunication regulations.
- 4.2. If the customer decides to terminate a contact where licenses are leased from Ofcom as part of the contract with the company, the company will not be responsible for any licensing the customer must fulfill in order to comply with regulations and the law, past the termination of the contract.

## WARRANTY POLICY

- 5.1. The servicing of physical goods by the company as part of the serving contract does not imply any further warranties other than those set out by the 'Sales and Installations' terms and conditions.
- 5.1. Where the company is servicing goods not originally supplied by them, the company cannot honour any warranties provided by the original supplier.

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## CANCELLATIONS

6.1. The terms of this agreement do not allow for cancellation other than by mutual consent of both parties and confirmed in writing.

6.2. Cancellation by the customer:

In the event that the customer cancels the servicing, the customer agrees to inform the company immediately. If goods or services have been ordered in advance, the customer may face a restocking/cancellation fee limited to the fee paid (see services).

6.3. Cancellation by the company:

In the very unlikely event that the company cancels the servicing due to unavoidable circumstances, the company agrees to inform the customer of the cancellation and make all reasonable attempts to find a suitable replacement product or service of similar standard, style and cost. Should a suitable replacement not be found a refund will be issued to the customer in the event they have paid past the time of termination of the service(s). This will be issued on a pro rata basis to the time left on the contract (see services).

## CHANGES ON THE DAY

7.1. Where possible, changes to the schedule which are unavoidable on the day of the work should first be discussed and agreed with the company. Should this not be possible, changes are to be agreed between the customer and the company prior to their work. Any changes will be subject to these terms and conditions.

7.2. Changes negotiated between the customer and the company on the day of the work and any extra fee's that are agreed upon must be paid by the customer along with the original servicing fee.

7.3. If access to the venue is difficult e.g. stairs, building work, distance from unloading area etc. The customer agrees to provide assistance with access to the where the work is to be carried out.

## LIABILITY

8.1. The company is covered by public liability insurance for any work carried out by the company's staff.

8.2. Where possible, tools used by the company to carry out servicing will be PAT Tested and insured under the company's portable equipment insurance.

## INDEMNITY

9.1. The customer shall indemnify the company and its employees against actions, claims, demand proceedings or liabilities arising from the customers misuse use of the goods or materials supplied to the customer.

## COMPLAINTS PROCEDURE

10.1. Any issues that arise during the servicing must be communicated to the company at the time that they arise in order for the company's staff to have an opportunity to solve the issue.

10.2. The company will not enter into any discussions with regards to the company's staff presentation style or content as this is a subjective interpretation.

10.3. In the unlikely event there is a requirement for reimbursement of fees paid, not covered elsewhere in the Terms and Conditions, it is limited to the fee paid.

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