

Terms & Conditions for Twilight Zone Engineering Services

1. This document and the Agreed schedule(s) of Equipment ("the equipment") forms the Contract between Twilight Zone Engineering Limited ("the Supplier") and your company ("the Client") concerning the maintenance service for the equipment commencing upon the day that full payment is received by the Supplier, or on the date(s) specified, which ever is the later, for the period of one year, this agreement supersedes all previous agreements or agreements whether written or oral between the Supplier and any other party for the equipment.
2.
 - (a) Between the hours of 09.00 and 17.00 Monday to Friday inclusive ("Working Hours"), the Supplier will provide on-call remedial hardware service to maintain the equipment in operating condition, including replacement of any component part, which has become unserviceable.
 - (b) Excluding statutory Bank holidays.
 - (c) Twilight Zone engineering reserves the right to suspend works over the Christmas holidays from the 24th December until the following 2nd January.
3. The Supplier will respond within 8 working hours of a service request being received from the Client, excepting circumstances beyond or outside the control of the Supplier.
4. When a repair can not be made on site the Supplier will supply a suitable replacement.
5. The Supplier will provide preventative maintenance and installation of standard hardware modifications at the Suppliers absolute discretion.
6. The Supplier may perform its obligations through agents having gained consent from the Client, which will not be reasonably withheld. This permission will be deemed to be granted unless confirmation is received to the contrary.
7. The service shall not include:
 - (a) Any work on any item not covered in the agreed schedules.
 - (b) Repair of damage resulting from accident, transportation or neglect, failure of electrical power or environmental control, or misuse, or any causes other than ordinary use.
 - (c) Service or repair of customer data, media, consumables or programmes.
 - (d) Repair of damage caused by any person other than the supplier's personnel moving, interfering with, tampering with or attempting to maintain the equipment.
 - (e) Remedy of malfunction caused by software in any way whatsoever.
 - (f) Any works involving dates and time issues whatsoever.
8. The Client shall give full access to the equipment to enable the Supplier to provide the maintenance service. The Client shall be responsible for maintaining suitable electrical and environmental conditions for the equipment. Any and all cost incurred due to a failure on the part of the client or the clients other suppliers will be billed to the client at our the standard time and materials rate and at the manufacturers RRP.
9. All information and data shall be treated as confidential with respect to this contract and the Clients business affairs, and further it is agreed not to disclose such information to any other person or entity. Neither party will be deemed in breach of this contract by an Act of God, inclement weather, industrial action or lock outs, act or mission of Government, highway authority, war or act or omission of any party for whom they are not responsible.
10. Any services requested by the Client outside the scope of this contract will incur additional charges at the current time and materials rate of the Supplier. The Supplier reserves the right to make additional charges for on site services requested by the Client where no remedial maintenance found to be necessary.
11. The Supplier's obligation to the Client under this contract will be suspended during any period that the Client is in breach of the Supplier's standard payment terms for additional services. This is also true where the client is a subsidiary or part of a company or groups of companies, which are in breach of the supplier's standard terms and conditions. Reciprocal Directorships will be deemed as co-owners or partnerships within a company or group of companies.
12. The Supplier will not be liable for any delay, loss, damage or injury arising out of any cause whatsoever beyond its reasonable control, nor will the Supplier be responsible for any loss of profit, or any consequential loss or damages however arising. The Supplier will not be liable for any goods where the manufacture is no longer trading or able to supply components that maybe required in order to effect a repair.
13. English Law shall govern this contract. If any portion or provision of these terms is held by a court to be unenforceable, each such provision shall be enforced to the maximum extent permissible so as too effect the intent of the parties, and all other terms shall continue in full force and effect. Written notice (of no less than 30 days) will be given by the supplier in the event of termination of this contract, and a charge of 30% of the overall remaining premium or 3 months premium, which ever is the greater, will be charged. This contract is automatically renewed year on year unless written notification is received 3 months prior to the end date of this contract.