

Terms & Conditions: Service and Maintenance of Modular Rooms and Bespoke Studios  
Please read the following Terms and Conditions carefully. They contain important information about your rights and obligations. We recommend that you keep a copy of these Terms and Conditions for future reference.

### 1. General

- a. Who we are: Amadeus Acoustic Solutions Limited (hereinafter referred to as "We", "Us" or "Our") is a company registered in England with registered number 3800801 whose registered office is at Vantage Point, North Trade Road, Battle TN33 9LJ. Email: info@amadeus-equipment.co.uk.
- b. This agreement: provides details and charges, and forms the basis of a contract to provide services for the Routine Inspection, Servicing, Maintenance and Repair of bespoke studios or modular rooms by us.
- c. The services provided are limited to specific equipment (hereinafter referred to as "the Rooms") the detail of which is available on request; installed at the location specified in the site address; and do not extend to any other equipment connected to, or connected with, the operation of the rooms.
- d. This agreement: does not terminate an existing agreement for the provision of similar services by Amadeus Acoustic Solutions where the contract term of the antecedent agreement has not yet expired and will not expire during the period of cover as detailed in correspondence and associated invoice.
- e. Where an existing agreement term is due to expire during the period of cover, or where no antecedent agreement applies, you agree for these Terms and Conditions to be applied consecutively and successively from the date when the antecedent agreement expires, or from the start of the period of cover (whichever is the latter) until the end of the period of cover.
- f. Notwithstanding any antecedent agreement, the term of this agreement is the period of cover as detailed in correspondence and associated invoice, and you indicate your agreement to enter into this agreement, and upon these Terms and Conditions of this agreement being applied, you accept them in their entirety and without reservation, unless altered or appended to with our specific agreement in writing.

### 2. Routine Inspection, Servicing and Maintenance

- a. We will carry out Routine Inspections of your Rooms at intervals specified in accompanying documentation as part of this agreement.
- b. Routine Inspections are to be carried out by prior appointment only. We will contact you via letter, e-mail, telephone, fax or any other suitable communication giving reasonable notice with a suggested date and time.
- c. If the proposed appointment is inconvenient or circumstances prevent you from keeping this appointment, you may alter the date and/or time up to one week prior to the appointment date via letter or email.
- d. In the unlikely event we have to alter the date or the time window of an appointment made to carry out a Routine Inspection, we reserve the right to do so at any time, but will contact you by telephone on the first instance or any other means available; unless exceptional circumstances beyond our control prevent us from contacting you.
- e. If we attend on the date, and during the time window of the suggested or agreed appointment, and you, or an authorised person, are not present to allow access, we will leave notification of our attendance, requesting that you contact us to rearrange. If you fail to contact us within one calendar month of the date of attendance, your routine inspection is "deemed done" and if you subsequently require us to re-attend to carry out the Routine Inspection, additional charges will apply.
- f. We will require uninterrupted access, or access within a reasonable timescale upon request, to all areas of the property where the equipment connected to the Rooms we have installed occurs.
- g. An appointment time window indicates the earliest and latest time the technician may arrive and does not indicate the time the work will be completed and we require that you, or someone you appoint with sufficient authority, to be on the premises at all times and that they will have authority to sign for the work carried out and authorise any additional work and associated costs where applicable.
- h. If we have attended by prior appointment, but access to areas within the property are not available, or not provided within a reasonable timescale upon request, we will assume the equipment that we have been unable to inspect is fully operational. If you require us to re-attend to inspect such equipment when access is available, additional charges will apply.
- i. If you provide us access, but due to our operational circumstances we are unable to complete the inspection, servicing or remedial work, we will arrange to re-attend to complete the work without additional charge.
- j. Elements of servicing and maintenance that are included within the scope of the routine inspection and that incur no additional cost to you will be carried out by the technician without prior authorisation.
- k. Works not included within the scope of the Routine Inspection or that incur additional charges, will only be carried out with your authorisation or the authorisation of the person you have appointed to allow us access.
- l. At the conclusion of the term of this agreement you will receive an invoice for the next period of cover. If you do not agree to enter into the next period of cover and do not pay the associated invoice, but invite us to attend site to carry out any work on site including a Routine Inspection after the end of the current period of cover, you will be charged for attendance, labour and materials at the prevailing rate for that visit.

### 3. Callout, Repairs and visits other than for Routine Inspections

- a. If you ask us to visit your premises, the visit will be chargeable for attendance fees, labour and materials and you agree to pay a reasonable charge for all visits including aborted attendance and failure to gain access.
- b. We will repair your Rooms during Normal Working Hours.
- c. We will attend site within Normal Working Hours of the next working day after you report the fault or by appointment within a mutually convenient time.
- d. Although every effort will be made to repair your system without delay, attendance on site is not a guarantee of full repair or resolution of the problem and may require further attendance.
- e. Details of Routine Inspection, maintenance and remedial work carried out may be recorded either electronically or in paper format and a copy will be provided upon request.
- f. At our discretion we may offer you a TotalCare level of service for intruder alarms provided you continue to pay a fee to extend the warranty of the equipment continuously after the first twelve months from installation.
- g. At our discretion we may offer a StandardPlus level of service subject to an additional fee as part of this agreement.

### 4. What is not covered by this agreement

- a. Regardless of the level of service cover, you agree to pay the cost of labour, equipment and/or attendance fees, to repair, replace or disconnect any equipment connected to the system in the event of a fault if the cause includes (but not limited to) the following:
  - b. Accidental or malicious damage to the equipment or interference or tampering with the equipment by either yourself or a third party other than normal user operation.
  - c. Damage caused by rodent or any other animal activity, or the repair or resetting of the system due to activation caused by animal or insect infestation.
  - d. Any insurable loss such as fire, flood, theft or acts of God such as adverse weather, storms or lightning whether or not you are insured for such events.
  - e. Failure of, or interference from, any connected or third party service such as mains supply, Building Management or any other system.
  - f. Changes to layout, equipment, furnishings or environmental conditions internal or external to the property that interfere with, prevent the operation of, or reduce the performance or sound level of any part of the system.
  - g. Replacement of consumable items such as (but not limited to) batteries, lamps, lights, fluorescent tubes, access control cards, video and audio recording heads and recording media.
  - h. Cost of hiring any temporary loan equipment, insurance for this equipment and the cost of refurbishment if not returned in the same condition as it was originally issued.

### 5. Payment

- a. You agree to pay all invoices for the routine services during the contract term in full by the start of the period of cover or pay by a schedule of payments: monthly, quarterly or annually in advance by Bank Transfer.
- b. You agree to pay any other invoice within 30 days of the invoice date unless queried within 7 (seven) days of the invoice date or unless alternative payment terms have been agreed in advance.
- c. If you fail to pay an invoice when due, or fail to maintain payments on the due date scheduled, we reserve the right to demand full & immediate payment of this invoice and all remaining payments.
- d. Additional costs you will be responsible for:
  - i) All costs as necessary for the provision of communication services from network providers and mains supply from energy providers to enable the operation of the system through continuous service.
  - ii) Any charges levied by the Police, Fire Brigade, security services or other services in connection with the use or activation of the system no matter how caused.
  - iii) Any financial arrangements made with yourself or persons acting as your agents for attending to or in connection with the operation of your system.

### 6. Your responsibilities

- a. You agree not to allow any person other than one of our authorised representatives to test, repair, adjust, connect to or alter any part of the system at any time during the period of cover.
- b. You accept overall responsibility for the integrity of the system insofar as we cannot reasonably be accountable for your actions or those of your agents, or your distribution of keys and/or passwords and codes and therefore the potential for someone to identify themselves using correct codes & passwords; and you indemnify us against any loss, damage or injury following a breach of your own security or safety protocol.

### 7. Limitations of our responsibilities

- a. The limitations in the extent of our liability do not and will not affect your statutory rights where you deal with us as a consumer.
- b. We do not accept liability and cannot be deemed to be in breach of this Agreement for failure to perform any of our obligations by reason of Force Majeure, to include but not limited to war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, traffic congestion, obstruction of any road or highway, or any other cause beyond our control.
- c. Any claim for liability for direct physical damage to your premises or their contents will only be considered if reported within 30 (thirty) days of the alleged act, omission or occurrence.

### 8. Cancellation and/or Termination of this Agreement

- a. Any notice required to be given under this Agreement shall be deemed to have been sufficiently given if properly addressed and sent by post to our registered office, or in the case of us contacting you, your last known address, and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would have reached its destination.
- b. You may terminate this Agreement after the contract term by giving three months notice of termination in writing.
- c. Termination will not be deemed to be complete until all outstanding payments have been received.
- d. We may terminate the agreement and/or to withdraw all or any of its services or obligations hereunder (whether temporarily or permanently at the absolute discretion of the Company) if any invoice is outstanding beyond its term or in the event that you are in breach of any term or condition of this Agreement, subject to giving you notice in writing of not less than 7 (seven) days.
- e. Any such termination withdrawal or suspension of services or obligations arising under this Agreement as may occur by virtue of these provisions shall be without prejudice to our right to reclaim any payment due from you together with interest (both before and after Judgement) at the rate of 8% above base rate from point of application.
- f. This Agreement is personal to you and may not be assigned or otherwise transferred by you, although we may be prepared to enter into a new agreement with the new occupier at our sole discretion.

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