

WIFI SERVICE & MAINTENANCE – TERMS & CONDITIONS

1. Agreement & Scope

1.1. The **Client** wishes to procure the **Services** from **Future Communications UK** ("Provider"), and the **Provider** agrees to provide these Services under the terms and conditions set out in this Agreement.

1.2. Acceptance of this **WiFi Service & Maintenance Agreement** constitutes acceptance of these **Terms & Conditions**, which shall form the binding and entire contract between the **Client** and **Provider**.

1.3. Any additional terms and conditions proposed by the **Client** shall not apply unless expressly agreed upon in writing by **Future Communications UK**.

2. Definitions & Interpretation

2.1. In this Agreement:

- **"Provider"** refers to Future Communications UK.
- **"Client"** refers to the individual or business procuring services from the Provider.
- **"Site(s)"** refers to the location(s) where the WiFi services will be provided.
- **"Equipment"** refers to all hardware and devices required for the service, as detailed in the Service Agreement.
- **"Services"** means the WiFi maintenance and support as per the Service Agreement.
- **"Commencement Date"** and **"Term"** refer to the agreed start date and duration of the service.
- **"Service Fee"** refers to the agreed payment for the provision of WiFi services.
- **"Engineer"** means a trained technician provided by the Provider for installation, maintenance, or repairs.

3. Term & Renewals

3.1. The Services will be provided for the **initial contract period** as defined in the Service Agreement.

3.2. Unless either party provides a **minimum 1 months' written notice** before the expiry of the initial term, the contract will **automatically renew** under the same terms and conditions.

3.3. Any required changes to **Sites, Equipment, or Service levels** will be documented and reflected in the contract pricing accordingly.

4. Fees & Payments

4.1. The Client agrees to pay the **Service Fee** as set out in the Service Agreement.

4.2. Payments are due **within 30 days of the invoice date** unless otherwise agreed.

4.3. Additional charges may apply for replacement parts, additional maintenance visits, or changes to service requirements.

4.4. Late payments will incur **interest at 8% above the Bank of England Base Rate**, in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**.

5. Service Levels & Responsibilities

Future Communications UK is a trading name of JMAM Enterprises Ltd, Registered in England, company number 12576258, Registered office address: Office Euphoria, 47a Carters Green, West Bromwich, England, B70 9QP, Data protection register – registration number: ZB269569

- 5.1. **Planned Maintenance** – Scheduled servicing of WiFi equipment, including necessary adjustments and minor repairs.
- 5.2. **Emergency Repairs** – Response to faults or disruptions based on the service level agreement.
- 5.3. **Misuse or Vandalism** – The Client is responsible for damage due to improper use, accidental damage, or vandalism.
- 5.4. **Aborted Visits** – If the Provider's engineer is unable to access the site for a prearranged visit, a call-out charge may apply.

6. Client's Obligations

6.1. The Client shall:

- Provide **unrestricted access** to the Site for service personnel.
- Ensure all Equipment is **safely stored and properly maintained**.
- Maintain adequate **lighting and power supply** where necessary.
- Inform the Provider of any **previous network issues** that may impact service performance.

6.2. Any failure to meet these obligations resulting in service delays may be chargeable.

7. Provider's Obligations

7.1. The Provider shall:

- Deliver the Services with **reasonable care and skill**.
- Ensure all engineers are **qualified and experienced**.
- Notify the Client **in advance of scheduled maintenance**.
- Respond to **fault reports within the agreed SLA timeframe**.

7.2. The Provider does not **guarantee uninterrupted service** but will make best efforts to resolve issues promptly.

8. Liability & Warranty

8.1. The Provider is not liable for:

- **Network disruptions** beyond its control (e.g., power failures, ISP issues).
- **Loss of business revenue** due to service outages.

8.2. The Provider's liability is limited to the **total contract value paid by the Client in the last 6 months**.

8.3. Equipment supplied is covered by a **12-month manufacturer's warranty with some items with lifetime warranty, when specified..**

9. Termination & Cancellation

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9.1. The Agreement may be terminated by either party with **1 months' written notice** prior to the contract renewal date.

9.2. The Provider may terminate the contract with **30 days' notice** in the event of:

- **Non-payment** beyond 30 days after the due date.
- **Abusive behaviour** towards service personnel.
- **Breach of contract terms** by the Client.

9.3. If the Client terminates the contract early, they are liable for **all remaining payments** due under the contract.

10. Confidentiality & Data Protection

10.1. Both parties agree to **keep all business information confidential** unless required by law.

10.2. The Provider complies with **UK GDPR and Data Protection Act 2018** in handling Client data.

11. Force Majeure

11.1. Neither party shall be liable for failure to perform its obligations due to events **beyond reasonable control**, including:

- Power failures
- ISP disruptions
- Industrial action
- Acts of terrorism or war

12. Governing Law & Dispute Resolution

12.1. This Agreement is governed by the **laws of England and Wales**.

12.2. Any disputes shall be resolved through **mediation first**, and if unresolved, through the courts of England and Wales.

Alternative Dispute Resolution (ADR)

If you are not satisfied with our final response, you have the right to refer your complaint to an independent ADR entity within six months of our final response. For telecommunications, our ADR entities are: Communications and Internet Services Adjudication Scheme (CISAS), Tel: 020 7520 3827, Website: www.cedr.com/cisas