

# RADIUS CONNECT

## TERMS AND CONDITIONS FOR MAINTENANCE SERVICES

### THE BASICS

#### 1. What words mean

##### 1.1 In these Terms:

**Agreement** means this agreement between the Customer and the Supplier for the provision of Maintenance Services, comprising these Terms and the applicable Order Form;

**Business Day** means any day which is not a Saturday, a Sunday or a public holiday in England;

**Charges** means the charges for the Maintenance Services as set out in the applicable Order Form;

**Commencement Date** means in relation to this Agreement the earlier of (i) the date of signature of the Order Form by the Customer (which, for the avoidance of doubt, shall include electronic or digital signature) and (ii) the date the Supplier starts to provide the Maintenance Services to the Customer;

**Confidential Information** means information of commercial, proprietary or other value disclosed by one Party to the other Party which is identified as confidential or might reasonably be considered to be confidential and that has not come into the public domain or been independently developed;

**Customer** means the entity or person identified as such in the Order Form;

**Force Majeure Event** means an event, or a series of related events, that is outside the reasonable control of the Supplier;

**GDPR** has the meaning given to it in clause 8;

**Legislation** means any applicable legislation, rules, regulations, directives, orders and guidelines including without limitation any directives or other requirements issued by Ofcom from time to time;

**Maintenance Services** means the maintenance and support services for the System, the scope of which may be set out in the Order Form;

**Minimum Term** means the time period identified as such in each Order Form(s), or if there is no such time period identified in an Order Form(s), the period of 36 months;

**Network** means the telecommunications network supporting or used to provide the fixed line telecommunications services;

**Network Supplier** means the network operator that supplies the Network;

**Order Form** means the form that specifies the information required for the Customer to order the Maintenance Services;

**Party** means the Customer or the Supplier as the case may be;

**Statistical Data** has the meaning given in clause 7.2;

**Supplier** means Radius Connect Limited, a limited company incorporated in England and Wales (registration number 12553628) having its registered office at Eurocard Centre, Herald Park, Herald Drive, Crewe, Cheshire CW1 6EG;

**System** means the telecommunications services and/or equipment detailed in the Order Form; and

**Terms** means these terms and conditions.

1.2 The singular shall include the plural and vice versa and words denoting persons shall include bodies corporate and unincorporated associations of persons.

1.3 In the event of any conflict between the provisions in any of the documents comprising this Agreement, they shall

be interpreted according to the following descending order or precedence:

- 1.3.1 any agreed amendment (with the most recent taking precedence);
- 1.3.2 the Order Form;
- 1.3.3 the Terms.

#### 2. How the contract is formed and when it starts

2.1 This Agreement is formed and comes into force on the Commencement Date.

2.2 Each Order Form and these Terms when taken together shall constitute a separate and independent Agreement.

### THE MAINTENANCE SERVICES

#### 3. What the Supplier shall do

3.1 The Supplier shall maintain the System and shall provide the Maintenance Services.

3.2 Calls to the telephone support line shall be handled in accordance with the process detailed in the Schedule. Unless otherwise specified in the Order Form, any response times set out in the Order Form are limited to the business hours and days of the Technical Support Helpdesk, as detailed in the Schedule.

3.3 Fault categories must be assigned by the Customer for each fault call at the time of logging the call and in accordance with the category definitions detailed hereunder. Where no priority has been given the default is PRIORITY "3".

3.3.1 PRIORITY "1" FAULTS = faults affecting the operation of 50% or more of the (i) lines/handsets connected to the System; or (ii) voicemail/contact centre systems.

3.3.2 PRIORITY "2" FAULTS = faults affecting the operation of 2 or more of the (i) lines/handsets connected to the System; or (ii) voicemail/contact centre systems.

3.3.3 PRIORITY "3" FAULTS = faults affecting the operation of only one (i) line/handset connected to the System; or (ii) voicemail/contact centre system.

3.3.4 PRIORITY "4" FAULTS = programming requests to enhance the use of system in operation.

Appropriate category definition is important for the efficient allocation of resources, and to ensure the quickest possible resolution of critical problems. The Supplier reserves the right to amend priorities that have been inappropriately assigned by the Customer.

3.4 The Maintenance Services do not include:

3.4.1 any alteration of the System to meet a change in the Customer's requirements or in the standards or requirements of the Network Supplier, or to enable the use of any equipment, networks, and/or software not provided by the Supplier;

3.4.2 any electrical or other work external to the System;

3.4.3 moving and re-installing the System;

3.4.4 the cost of repair or replacement or extra service time made necessary by accidental damage,

- criminal damage, misuse, negligence or failure to observe the Supplier's recommendations, or those of the manufacturer of any part of the System, or those of the relevant Network Supplier or for causes external to the System (including, but not limited to, failure or fluctuation of electrical power or air-conditioning or any defect or failure in the relevant public telecommunications network or any peripheral equipment, networks, software not provided by the Supplier);
- 3.4.5 replaceable items (including, without limitation, batteries) which suffer progressive degeneration in use; and
- 3.4.6 LAN integration changes.
- 3.5 The Supplier reserves the right to charge the Customer for any such extra services and costs at the Supplier's then current charges.
- 3.6 If the System is not prior to the Commencement Date already maintained by the Supplier, then the Supplier will inspect the System and may, in its sole discretion, undertake such repair work as may be reasonably necessary to put the System in good working order. The Customer shall pay for such inspection and repair at the Supplier's then current charges.
- 3.7 If during the term of this Agreement:
- 3.7.1 any unauthorised alterations are made to the System or if there are any unauthorised attachments;
- 3.7.2 or the software utilised by the System is no longer supported by the relevant vendor(s),
- the Supplier shall have the right in its absolute discretion to suspend any Maintenance Services on the System until the alterations and/or attachments have been rectified or removed or the software has been updated or changed to the satisfaction of the Supplier. The suspension of such Maintenance Services will not affect the obligation of the Customer to pay the Charges, and any other charges, which may be due. The Supplier will not be liable for any losses, damages or expenses suffered by the Customer as a result of such suspension.
- 3.8 In the event that the Supplier agrees to accept any such unauthorised alterations or attachments, the Supplier may in its absolute discretion raise additional charges for any work which may be involved in carrying out the provision of the Maintenance Services.
- 3.9 If the Supplier reasonably forms the opinion that the System or any part of it can no longer be economically maintained, it will notify the Customer of the Supplier's estimate of the cost of reconditioning or replacing all or part of the System. Should the Customer fail to make the System available for reconditioning or replacement, or the parties fail to agree on the appropriate charges, then the Supplier shall be entitled by written notice to cease provision of the Maintenance Services without liability to the Customer.
- 3.10 Subject to the terms of this Agreement, the Supplier shall exercise such reasonable skill and care in the provision of the Maintenance Services as may be expected of a reasonable provider of maintenance services to fixed line telecommunications systems.

- 3.11 The Supplier shall be entitled to record any or all calls to the Supplier in order to monitor the quality of support for training purposes.
- 3.12 The Customer's exclusive remedy and the Supplier's sole liability in relation to equipment that the Supplier has provided which becomes faulty during the Minimum Term shall be, at the Supplier's option, to repair, replace, substitute or credit the Customer in relation to such equipment. The Supplier shall have no liability in relation to such equipment after the Minimum Term.
- 3.13 If the Supplier has provided any equipment to the Customer that is replaced:
- 3.13.1 if the Customer has paid the Supplier in full for the replaced equipment, the Customer shall dispose of the replaced equipment; or
- 3.13.2 if the Customer has not paid the Supplier in full for the replaced equipment, the Supplier shall dispose of the replaced equipment.

#### **4. What the Customer shall do**

- 4.1 The Customer is responsible for ensuring that the environment conditions at the installation site (whether approved by the Supplier and/or the Network Supplier prior to installation) are maintained at all times. The Customer will for the term of this Agreement provide at the relevant premises (at its sole expense) heat, light, ventilation, electric and outlets sufficient for the use of the Supplier's maintenance personnel, its employees and authorised representatives. The Customer will not permit any persons, other than authorised the Supplier's representatives, to perform any maintenance on the System.
- 4.2 For the purposes of providing the Maintenance Services, the Supplier's engineers shall have full, free and timely access to the System. The Customer shall provide adequate working and storage space and such other facilities as the Supplier's engineers may reasonably require and will ensure that the System is readily accessible without the need for specialist access equipment or specialist access staff.
- 4.3 The Customer shall comply with all legal and regulatory requirements applicable to its use of the System, to the location of the System upon its premises and to the Supplier's access to the System (including without limitation all health and safety legislation from time to time in force).
- 4.4 Unless otherwise agreed in writing by the Supplier the System must not in any circumstances be altered, adjusted or interfered with except by the Supplier's authorised engineers.
- 4.5 The Customer is responsible for ensuring that the System is operating on the latest version of any applicable software.
- 4.6 The Customer shall provide to the Supplier, on request, any information and assistance that may be reasonably required to enable the Supplier to perform its obligations under this Agreement.

#### **PAYMENTS**

##### **5. Paying what the Customer owes the Supplier**

- 5.1 The Charges for the Maintenance Services shall be as set out in the Order Form.

- 5.2 The Customer shall pay the Charges, via direct debit, to the Supplier in accordance with this clause 5 and as specified in the applicable Order Form. Unless otherwise specified in the Order Form, payment of all amounts due shall be made by the Customer within 14 days of the date of invoice.
- 5.3 All Charges payable under this Agreement are exclusive of all value-added and other taxes and duties applicable to the Maintenance Services, which will be payable by the Customer.
- 5.4 In addition to the Charges, the Customer shall pay to the Supplier all additional charges for maintaining the System which arise other than as a result of normal fair wear and tear.
- 5.5 The Supplier reserves the right to make a charge for the time and expenses incurred by its personnel being called out due to faults not on the System (e.g., Network Supplier line faults, power supply fluctuation, PBX/LAN faults, etc) or if the System is reported as faulty and proves to the Supplier's reasonable satisfaction not to be so.
- 5.6 The Charges may be adjusted at any time in the event that:
- 5.6.1 an increased charge is required by the Supplier (i) to meet the requirements of the Network Supplier provider, or of the manufacturer of the System (provided that the Charges shall in this event be adjusted by such an amount as is reasonable); or (ii) because a Network Supplier or the manufacturer of the System ceases to support equipment used by the Customer and/or the System;
- 5.6.2 further equipment is added to the equipment schedule comprising the System; and/or
- 5.6.3 the Supplier's standard hourly rates for the provision of maintenance services increase (provided that any such increase shall be to no greater an hourly rate than that charged by the Supplier to other current customers).
- 5.7 The Supplier may at any time following the first anniversary date of the Agreement adjust the Charges. Subject to any adjustments made in accordance with clause 5.6, such adjustments will not be made at intervals more frequent than once in any twelve-month period and the Supplier shall certify that such an increase is due to an increase in the costs of labour and or materials.
- 6. What happens if the Customer does not pay the Supplier**
- 6.1 If the Customer does not pay any amount properly due to the Supplier under or in connection with this Agreement on or before the due date for payment, the Supplier may, without prejudice to its other rights:
- 6.1.1 either (i) charge the Customer interest on the overdue amount at the rate of 4% per year above the base rate of Barclays Bank Plc from time to time (which interest will accrue daily until the date of actual payment and be payable on demand); or (ii) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998;
- 6.1.2 suspend the further provision of Maintenance Services under this or any other Agreement; and/or
- 6.1.3 deduct monies up to the value of the amount due to the Supplier from any sum standing to the credit of the Customer's account with the Supplier.
- 6.2 If the Supplier suspends the provision of the Maintenance Services in accordance with this Agreement, the Customer will not be entitled to any rebate in relation to the Maintenance Charges suffered as a result of such suspension. The parties have agreed that this is reasonable given that the Maintenance Charges are calculated based upon, without limitation, the resource required by the Supplier for the duration of this Agreement.
- 6.3 Any payments made by the Customer and returned by the bank will incur a £15 administration charge, which will be payable by the Customer.
- 6.4 If the Customer wishes to dispute any invoice, the Customer must notify the Supplier in writing of such dispute within 20 Business Days of receipt of the invoice, failing which the Customer will be deemed to have accepted the invoice.
- 6.5 The Customer shall make all payments properly due under this Agreement without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.

## **PROTECTING INFORMATION**

### **7. Ownership and use of data**

7.1 The Customer owns all data provided by or on behalf of the Customer to the Supplier in connection with the Services. The Supplier may use this data as required for the purpose of performing the Services.

7.2 The Customer authorizes the Supplier to retain and use a copy of the data referred to in clause 7.1 above, in anonymized aggregated form (such that the identity of the Customer and any data subject is not ascertainable) for the purpose of carrying out data analytics in relation to the services provided to its customers and otherwise developing new products and services ("**Statistical Data**").

### **8. Data Protection**

For the purposes of this clause 8, "personal data", "process/processing", "controller", "processor", "data subject", and "personal data breach" shall have the same meaning as in the Data Protection Laws. "**Data Protection Laws**" means in relation to any Personal Data which is processed in the provision of the Services, the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and the Data Protection Act 2018.

8.1 The Parties will each comply with the provisions of the Data Protection Laws in connection with this Agreement. This includes the obligation of the Customer to duly inform involved data subjects about the processing of their personal data by the Supplier under the instruction of the Customer.

8.2 The Parties acknowledge that, in respect of any personal data which the Supplier processes on behalf of the Customer in connection with this Agreement, including but not limited to the data generated by or related to the provision of the Maintenance Services, the Customer shall be the controller and the Supplier shall be the processor.

8.3 The Supplier shall only collect, process, store, and use personal data:

8.3.1 as required to meet the Customer's lawful, documented, and reasonable instructions (which shall unless otherwise agreed be to process personal data to the extent that such is necessary for the performance of this Agreement and the improvement of the Maintenance Services); and

8.3.2 as required to comply with Legislation to which the Supplier is subject, in which case the Supplier shall (to the extent permitted by law) inform the Customer of that legal requirement before processing that personal data.

8.4 The Customer instructs the Supplier to collect, process, store and use the personal data for the purpose as included under clause 8.3 above.

8.5 The Customer hereby consents to the Supplier's appointment of sub-processors who may from time to time be engaged by the Supplier in support of the Supplier's provision of the Maintenance Services to the Customer.

8.6 The Customer may revoke its consent for the processing of personal data in relation to this Agreement at any time. Such revocation must be presented to the Supplier in writing and shall not affect this Agreement or the Customer's obligations (including payment obligations) under this Agreement. The Customer acknowledges that as a result of such revocation the Supplier may not be able to provide the Maintenance Services. To the extent that the revocation of the Customer's consent materially impacts the Supplier's ability to provide the Maintenance Services, the Supplier shall be entitled to terminate this Agreement without liability with immediate effect by notice in writing.

8.7 The Supplier shall implement appropriate technical and organisational measures to protect any personal data collected under this Agreement against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Having regard to the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.

8.8 Upon becoming aware of a personal data breach, the Supplier shall use reasonable endeavours to:

8.8.1 notify the Customer without undue delay and in any event within 72 hours; and

8.8.2 co-operate with the Customer in the investigation, mitigation and remediation of that personal data breach.

8.9 The Supplier shall:

8.9.1 ensure that its employees who may have access to the personal data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and

8.9.2 on termination or expiry of this Agreement, at the Customer's request, either delete or return to the Customer all personal data processed by the Supplier and any copies of it or of the information it contains except where it is necessary to retain such personal data for the purposes of compliance with

Legislation applicable to the Supplier. For the avoidance of doubt this shall not apply to the Statistical Data which the Supplier shall be entitled to retain.

8.10 The Customer as controller warrants that:

8.10.1 it has all authority, licences, approvals and consents necessary or required to enable the Supplier to process the personal data in accordance with the Data Protection Laws for the purposes of this Agreement;

8.10.2 it has complied with and shall, during the term of this Agreement, continue to comply with the obligations of a controller under the Data Protection Laws.

8.11 The Parties acknowledge that they have agreed that the Customer will respond to enquiries from data subjects, any governmental, regulatory and/or judicial body concerning the processing of personal data by the Supplier and the Customer should have sufficient processes in place to handle such enquiries.

8.12 The Annex to this Agreement sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject as required by Article 28(3) of GDPR or equivalent provisions of any Data Protection Laws. As between the Parties, nothing in the Annex confers any right or imposes any obligation on either Party.

## **9. Keeping things confidential**

9.1 Each Party agrees that for the duration of this Agreement and for a subsequent period of three years after this Agreement terminates or expires they will keep any Confidential Information of the other Party as confidential and shall not permit the same to be copied, used, disclosed or disposed of except in accordance with the Agreement. The provisions of this clause 9 shall not apply to Confidential Information which is already in the public domain or becomes so at a future date other than by breach of the Agreement or which such Party is required to disclose by law, any court or any regulatory or governmental body.

## **ENDING THE CONTRACT**

### **10. Term and Termination**

10.1 This Agreement shall commence on the applicable Commencement Date and shall continue until terminated by either Party in accordance with its terms.

10.2 This Agreement will be subject to a Minimum Term. Either Party may, without prejudice to any of its other rights arising under this Agreement, terminate this Agreement by giving the other Party not less than 20 Business Days prior written notice, such notice not to expire earlier than the end of the Minimum Term.

10.3 The Supplier may, without prejudice to any of its other rights arising under this Agreement, terminate this Agreement with immediate effect by notice in writing, if:

10.3.1 the Customer commits a material breach of this Agreement which is irremediable or, if capable of remedy, fails to remedy such breach within 20 calendar days after being given notice in writing specifying the breach and requiring the same to be remedied;

- 10.3.2 the Customer fails to pay any Charges or other amounts to the Supplier by the due date for payment;
- 10.3.3 any of the following events occur: (i) the presentation of a petition for winding up of the Customer; (ii) the Customer is the subject of an order or an effective resolution is passed for winding up the Customer; (iii) the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the Customer; (iv) if a receiver, administrative receiver, administrator or similar office is appointed over all or any part of the assets or undertaking of the Customer; (v) the Customer making a composition or arrangement with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; (vi) the Customer goes into liquidation; (vii) the Customer becoming unable to pay its debts or otherwise becoming insolvent, (viii) the Customer ceasing, or threatening to cease, to carry on business, or (iv) any similar or analogous event occurs;
- 10.3.4 in accordance with clause 8.6; or
- 10.3.5 there has been any delay or failure in performance under this Agreement resulting from any Force Majeure Event, which delay or failure shall have continued for a period of at least one calendar month.
- 10.4 The Customer may, without prejudice to any of its other rights arising under this Agreement, terminate this Agreement with immediate effect by notice in writing, if the Supplier commits a material breach of this Agreement which is irremediable or, if capable of remedy, fails to remedy such breach within 20 calendar days after being given notice in writing specifying the breach and requiring the same to be remedied.

#### **11. What the Customer shall pay when the Agreement is terminated**

Upon termination of this Agreement, the Customer shall pay to the Supplier all outstanding Charges and other amounts, sums and interest due under this Agreement.

#### **IF SOMETHING GOES WRONG**

##### **12. How far each party can be held responsible**

- 12.1 Nothing in this Agreement shall be deemed to exclude or limit the Supplier's liability in respect of:
- 12.1.1 death or personal injury resulting from negligence;
- 12.1.2 fraud or fraudulent misrepresentation; or
- 12.1.3 anything which cannot be excluded or limited by law.
- 12.2 Subject to clause 12.1, in no event, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise shall the Supplier be liable for (i) (in each case, whether such loss is a direct or indirect loss) any loss of profits, income, revenue, use, production or anticipated savings, loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, any loss or corruption of any data, database or software or (ii) any special, indirect or consequential loss or damage whatsoever.

- 12.3 Subject to clauses 12.1 and 12.2, the Supplier's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall be limited to the Charges paid by the Customer under this Agreement in the calendar year in which the loss or damage occurred.
- 12.4 If the Supplier is prevented or delayed in the performance of any of its obligations under this Agreement by a Force Majeure Event, then the Supplier will be excused from the performance or punctual performance, as the case may be, of such obligations for the duration of the Force Majeure Event.

#### **EVERYTHING ELSE**

##### **13. General**

- 13.1 No breach of any provision of this Agreement will be waived except with the express written consent of the Party not in breach.
- 13.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in full force and effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 13.3 The Supplier shall have the right to make reasonable amendments to the Terms at any time upon written notice to the Customer.
- 13.4 The Supplier may freely assign its rights and obligations under this Agreement without the Customer's consent. Save as expressly provided in this Agreement, the Customer may not, without the prior written consent of the Supplier, assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any rights or obligations under this Agreement.
- 13.5 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party save for any third party software sublicensing provisions. The right of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement is not subject to the consent of any third party.
- 13.6 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter, and supersedes all previous agreements, arrangements and understandings between the Parties in respect of that subject matter.
- 13.7 Unless expressly set out in this Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.
- 13.8 Failure or delay by either Party in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement. Any waiver by one Party of any breach of, or any default under, any provision of this Agreement by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

13.9 The formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by English law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

**Annex: Personal Data**

This Annex includes certain details of the processing of the personal data as required by Article 28(3) GDPR or equivalent provisions of any Data Protection Law.

**Subject matter of the processing of the personal data**

The provision of maintenance services for fixed line telecommunications systems.

**Duration of the processing of the personal data**

Personal Data will be processed for the term of this Agreement and as required for the provision of post agreement support.

**The nature and purpose of the processing of the personal data**

Personal Data will be processed in the provision of maintenance services for fixed line telecommunications systems and all associated administration.

**The types of the personal data to be processed**

Name, job title, email address, telephone number and call data records.

**The categories of data subject to whom the personal data relates**

Employees of the Customer.

**The obligations and rights of the controller**

The obligations and rights of the controller are set out in the Agreement.

## Schedule - Call Handling Process

When logging an incident, you should expect the following:

1. A member of our customer services team will answer your call and ask you for the details below:

- (a) your contract number and/or company name;
- (b) your name and contact phone number;
- (c) full incident description and error messages;
- (d) product name or model number of the telephone, device, or other equipment as applicable;
- (e) software version (if known);
- (f) your reference number or password if you use one;
- (g) the fault category reference (Priority 1, 2, 3 or 4) as you see it; and
- (h) any other product or fault information as necessary.

2. The contract number or your company name will be entered into our call tracking system confirming your contract details.

3. The call will then be assigned to a support engineer for a remote response, and you will be called back by the next available engineer who will maintain all pertinent technical information on the case record.

4. The support engineer is then the owner of the case ticket and will work with you to find a solution to your incident. Fault diagnosis and localisation will be carried out by telephone queries and remote access to your equipment. In the case where telephone or remote access is unable to restore service then an engineer may need to be sent to the site premises. If the reported incident requires additional resource, then the incident may be reassigned under our escalation process and you will be kept informed of reassignments and escalations at each stage. Note also that incident resolution may be an immediate work around before a permanent solution can be obtained. A permanent solution may need to be in the form of a new patch release of software, or a hardware change.

5. Once the incident is resolved, the case is closed. The Supplier will periodically exercise a follow up call to ensure a satisfied service has been delivered.

### Escalation

At any time if you feel you need to escalate an issue, the Supplier's Technical Support have clearly defined processes which will enable an issue to be escalated to the relevant management level within the organisation.

If a reported problem cannot be resolved within the time periods set out in the Order Form, the Supplier will escalate according to the following Management Escalation procedure:

1. The Supplier will provide an action plan for resolution.
2. Additionally, the Supplier will escalate the reported problem within its management structure, as follows:

#### *Escalation 1 – Technical Support Manager*

The first point of escalation is to the Technical Support Manager who will decide on ownership of the incident, this may be re-assigned to another engineer or direct escalation to the relevant third party, or it could be internally to the Supplier's Technical Service Team. The Customer will be informed of the incident escalation.

#### *Escalation 2 – Technical Director*

In the event of prolonged downtime, the Technical Director will be informed. If the problem can be determined to a manufacturer fault, the manufacturer will be informed to pass judgement on the problem.

#### *Escalation 3 – Operations Director*

In the event of further prolonged downtime, the Operations Director will be informed, as final point of escalation to resolve, via internal and external parties.

### Technical Escalation Procedure

Issues of a technical complex nature can be escalated to the Technical Support Team by the support engineer.

Once assigned to the Technical Service Team, they will work with the support engineer and the Customer and, if required, the relevant third party to obtain a resolution or workaround as soon as is practical.

If the problem can be determined to be a manufacturer fault, the manufacturer will be informed to pass judgement on the problem.

### Complaints

The Supplier strives to maintain a high standard of service, with customer satisfaction, our priority. Despite this, we accept that sometimes things do go wrong and when they do, we want to put them right as quickly as possible. We encourage customers to make us aware of any complaint they may have with our service. All complaints are taken extremely seriously and will be fully investigated. A member of the Supplier's Customer Care will use all reasonable endeavours to ensure that each complaint is resolved as quickly and efficiently as possible.

### Fault Reporting

Problem calls are best reported directly to our Technical Support Helpdesk, using phone or email.

Phone: +44 (0) 3308185000 (option 2,2,3)

The Technical Support Helpdesk is open Monday to Friday 09:00 - 17:30.

Email: [service@radiusconnectsolutions.com](mailto:service@radiusconnectsolutions.com)

Please be aware that calls logged via email will be responded to in business hours only.

