

MANAGED SERVICE SPECIAL CONDITIONS

1 Interpretation

Capitalised words used in these Special Conditions and not otherwise defined shall have the meaning given to them in the Standard Terms and Conditions.

2 Service Equipment

2.1 The Service Equipment shall be supplied by Egg and You shall pay the relevant Recurring Charge for the Service Term. The Service Equipment will remain Egg's property at all times. You agree to make Egg's ownership of the Service Equipment clear to all third parties at all times during the Service Term.

2.2 If, on any agreed date, You fail to:

2.2.1 take delivery of, or allow Egg to install, any Service Equipment; or

2.2.2 allow Egg to carry out work in relation to the supply of the Managed Service;

We may arrange storage for the Service Equipment at Your risk (meaning that Egg will not be liable for any loss or damage arising while the Service Equipment is in storage). You will have to pay the reasonable costs of such storage. We may also charge You a call-out fee and any reasonable costs arising as a result of Your failure.

2.3 You will be responsible for all loss of or damage to the Service Equipment at the Site when it has been delivered. You must insure the Service Equipment against all relevant risks, including theft, accidental damage and vandalism. The amount of such insurance shall be at least equivalent to the retail value of the Service Equipment. You will provide a copy of such insurance on Egg's request. You are responsible for approaching Your insurance company for the Site(s) where We will be installing the Equipment and providing the Services to ensure that this does not affect Your insurance policy.

2.4 We may alter or replace the Service Equipment from time to time as long as the altered or

replacement Service Equipment does not have a significant negative effect on the Managed Service.

2.5 You are responsible for always making sure that the Service Equipment is kept safe and used properly at the Site in accordance with this paragraph 2. Unless the loss or damage results solely from Egg's negligence, actions or failings, We will not have any liability for loss of or damage to the Service Equipment (including lightning or electrical damage) and You must indemnify Egg for any such loss or damage. Things You must and must not do under this clause include, but are not limited to, the following.

2.5.1 You must not do the following:

- (a) Sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the Service Equipment, use it as security for borrowing, or do anything else which would affect Egg's rights over the Service Equipment.
- (b) Add to, alter or in any way interfere with the Service Equipment.
- (c) Use the Service Equipment in breach of the terms of the Agreement or the terms of the Service Equipment's manufacturer's warranty.
- (d) Allow the Service Equipment to be repaired, serviced or otherwise attended to by any person other than Egg's authorised representative.
- (e) Do anything which is likely to damage the Service Equipment or reduce its performance or operation.
- (f) Remove, tamper with, change or mask any words or labels on the Service Equipment or any part of it.

2.5.2 You must do the following.

- (a) Keep the Service Equipment at the Site and not move it at any time.
- (b) Protect, keep and use the Service Equipment:
 - i in line with any written instructions We may give You from time to time; or
 - ii if We do not give You such instructions, to the same standard as a reasonable owner of Service Equipment would keep it.
- (c) In an emergency, take whatever steps as are reasonably necessary to protect the Service Equipment, and notify Egg of the emergency as soon as possible.
- (d) Allow Egg to inspect, test and maintain the Service Equipment at all reasonable times and after giving You reasonable notice.
- (e) Prevent any circumstance or thing which is likely to damage the Service Equipment or reduce its performance or operation.

2.6 You must immediately tell Egg of any loss of or damage to the Service Equipment. We will not have any liability for loss or damage arising as a result of You not complying with paragraph 2.5.

2.7 Unless We agree otherwise with You in writing, there must be an adequate and secure electricity supply available at the Site, at the points and with the connections Egg specify, for installing, using and maintaining the Service Equipment. If You would need the Service Equipment and/or Services to continue uninterrupted in a power failure, You must provide back-up power which meets the requirements of the relevant British standards. We will not be liable for faults arising in the

Service Equipment or Services as a result of a power failure.

2.8 Where the Service Equipment is a generating asset, You will benefit from any feed in tariff that is paid in respect of surplus electricity that is exported to the grid.

2.9 If You terminate the Agreement following the expiry of the Initial Service Period (or any Further Fixed Term, if applicable) then upon written request from Egg You must allow Us reasonable access to the Site to decommission and remove the Service Equipment provided that any such removal will be at Egg's sole discretion,

2.10 Without prejudice to any other rights or remedies We have, if We terminate the Agreement or You terminate the Agreement prior to the expiry of the Initial Service Period (or any Further Fixed Term, if applicable) , You must make the Service Equipment available for collection in a reasonable condition upon written request from Egg provided that any such collection will be at Egg's sole discretion. If We are required to undertake works to uninstall the Service Equipment, You will be charged for the decommissioning, removal and collection of the Service Equipment in accordance with Egg's then current rates and shall pay such amounts in accordance with clause 13 of the Standard Terms and Conditions.

2.11 Egg shall not be liable for any damage caused by virtue of the deinstallation and/or removal of the Service Equipment and Egg shall not be required to make good any such damage or carry out any remedial works in respect thereof, save to the extent that such damage is caused by Egg's (or its sub-contractor's) negligence.

2.12 If You fail to make available the Service Equipment for collection for any reason, We shall be entitled to charge You for the replacement cost of such Service Equipment. If We hold any of Your money We may use that money towards the cost of replacing the Service Equipment.

3 Design and Installation

- 3.1 Clauses 5 and 6 of the Standard Terms and Conditions shall apply.
- 3.2 Installation Charges shall be invoiced in accordance with clause 13 of the Standard Terms and Conditions.
- 4 Acceptance**
- After installing the Service Equipment, We will carry out Acceptance Tests in accordance with clauses 6.8 and 6.9 of the Standard Terms and Conditions to make sure that the Service Equipment is ready for use at the Site. If the Service Equipment is not ready for use, We will carry out any necessary work and repeat the Acceptance Tests.
- 5 Hardware Management Services**
- 5.1 Subject to paragraphs 5.2 and 5.3, You shall receive the benefit of the Business Plus Hardware Management Service Package in respect of all Service Equipment, save that in the context of the Manage Service:
- 5.1.1 any Service Credit to which you become entitled will be equivalent to 10% of the proportion of the monthly Recurring Charge (where appropriate, calculated by dividing the annual Recurring Charge by 12) payable in respect of the affected Service Equipment; and
- 5.1.2 your entitlement to receive Service Credits shall be capped at the equivalent of three months' monthly Recurring Charge in any 12 month period.
- 5.2 Any repair effected by Egg following any damage to the Service Equipment arising as a result of Your failure to comply with paragraph 2.5 shall be charged for in addition to the Recurring Charge.
- 5.3 Any interference by You or anyone acting on Your behalf with the Service Equipment (unless agreed in writing with Egg) may invalidate any warranties and Service Level Agreements (if any) that Egg have provided as part of the Agreement and could result in additional costs to remedy any unauthorised works.