

1. Definitions

- 1.1 In these Service Terms the definitions listed below will apply:
- “**Equipment**” means the equipment subject to the Service and includes any software or firmware associated with such equipment.
- “**Infrastructure Works**” means the installation and/or commissioning of cabling, racking and associated parts.
- “**Project**” means the survey, configuration, installation, testing, commissioning and hand-over to the Customer of the Equipment and/or Infrastructure Works as set out in this Statement of Work.
- “**Project Date**” means the date on which the Project or any part of it is due to start.
- “**Project Plan**” means the plan described in paragraph 2.1 below.
- “**Working Day**” means 9:00 to 17:00 Monday to Friday excluding public holidays.

2. Project Terms

- 2.1 The Parties will, where appropriate, agree in writing an installation programme and/or Project plan and any changes thereafter, save those set out in paragraph 2.2 below, will be agreed subject to the Contract.
- 2.2 Barron McCann will retain full scheduling control for the duration of the Project and reserves the right, subject to reasonable prior notice, to re-schedule Sites in order to maximise the efficiency of its resources and operations.
- 2.3 Barron McCann may (at Barron McCann’s discretion) survey the Sites to determine whether the same complies with any electrical supply, environmental or other requirements of the Service. Barron McCann may undertake remedial work arising as a result of the site surveys. The Customer shall be responsible for the costs of this work and Barron McCann shall present the Customer with a Statement of Work for approval before it is undertaken. If such work cannot reasonably be undertaken in a timely manner, Barron McCann shall be automatically granted a commensurate extension to any dates or times for the Project.
- 2.4 If, by reason of the nature of a Site, Barron McCann encounters special difficulties in the installation and configuration of the Equipment, Barron McCann shall have the right to make reasonable additional charges. Except where specifically set out otherwise in the Statement of Work, the Project is provided on the basis that all Equipment and its locations are accessible by and in reach of Barron McCann’s employees or contractors without the use of or requirement for steps, ladders or any other access tools or equipment (specialist or otherwise).
- 2.5 Barron McCann shall be entitled, free of charge, to deliver to and store at a Site any Equipment or tools (or both) up to 2 days prior to an installation date. The Customer shall use reasonable endeavours to keep any such Equipment or tools in safe custody.
- 2.6 The Customer shall at its own expense properly brief and train its staff in the installation of the Equipment and its use.

3. Acceptance

- 3.1 Unless specified otherwise in the Statement of Work, Barron McCann shall install, configure and carry out its standard tests comprised in each installation.
- 3.2 If Barron McCann, acting reasonably, determines that the Equipment and every part thereof has successfully passed its tests, Barron McCann shall issue the Customer with a notice certifying to the Customer that the Equipment is installed, configured and working at a Site. The Customer and its representatives shall not unreasonably withhold or delay its approval of such certification. In any event the Customer shall be deemed to have accepted the installation of Equipment at a Site if:

- a. not rejected by the Customer in writing within 2 days of Barron McCann issuing such certification; or
- b. the Equipment is used by the Customer in any way except to test the installation or Equipment.

- 3.3 Barron McCann warrants that, at the date of Customer acceptance at a Site (but not later), the Equipment shall be in an operable condition.

4. Additional and Ad-Hoc Charges

- 4.1 The Project is, unless specified otherwise in the Statement of Work, based on the following assumptions and should any prove invalid Barron McCann reserves the right to apply reasonable additional charges or extensions of time (or both):
- a. all works are completed during Working Days;
- b. Barron McCann will have free access to Sites and Equipment for all of every Working Day;
- c. the Project is for a continuous period of time;
- d. Sites are in the United Kingdom including the Isle of Wight but excluding the Scottish Islands, the Isle of Man, the Channel Islands and the Isles of Scilly;
- e. Sites are reasonably accessible and do not present any difficulty with delivery or require the use of special equipment;
- f. the Customer shall (at its own cost) ensure that prior to Barron McCann’s installation: (i) all necessary cabling, power, communications, furniture, fittings and other infrastructure for the proper installation and operation of the Equipment will be available, installed and functioning correctly; and (ii) the disconnection and removal of any obsolete or redundant equipment is completed;
- 4.2 Without prejudice to any other rights or remedies Barron McCann may have, in the event the Customer terminates or postpones all or any part of a Project the following Charges shall be payable:
- a. in the case of termination or postponement within ten (10) Working Days of the applicable Project Date, an amount equal to one hundred per cent (100%) of the Charges applicable to the element of the Project terminated or postponed; and
- b. in the case of termination or postponement within twenty (20) Working Days but before ten (10) Working Days of the applicable Project Date, an amount equal to fifty per cent (50%) of the Charges applicable to the element of the Project terminated or postponed.

Barron McCann shall use reasonable endeavours to mitigate any loss it may suffer as a result of such termination or postponement and shall deduct any amounts so mitigated from any amounts payable under this paragraph 4.2 provided always that Barron McCann’s determination of the amount so payable shall be final.

- 4.3 Should the installation rollout programme be extended or delayed due to the Customer’s delay or default, a storage charge per pallet per week will apply at the rate set out in the Statement of Work.
- 4.4 Where more than one visit to a Site is necessary in order to complete an installation as a result of the Customer’s acts, mistakes, omissions, defaults or delays (or those of its suppliers, agents or contractors) the second and all subsequent visits to a Site will incur an additional charge.

5. Customer’s Project Obligations

- 5.1 The Customer shall:
- a. appoint a project manager on or prior to the Effective Date of this Statement of Work. The Customer’s project manager shall serve as the Customer’s single point of contact when interfacing with Barron McCann regarding the Project and

shall be available to regularly meet with Barron McCann and shall procure, manage and direct Customer resources and any other third parties not contracted through Barron McCann, as requested by Barron McCann's project manager and as defined in this Contract;

- b. make appropriate empowered personnel available for such meetings as are set out in the Project Plan and as otherwise specified or reasonably required by Barron McCann from time to time. If non-attendance by the Customer or its representatives extends the effort required from Barron McCann, then Barron McCann reserves the right to amend the Charges accordingly; and
- c. at its own cost, obtain any necessary rights or licences required for Barron McCann to provide and carry out the Project including the right for Barron McCann to use any software required to operate, install, test or investigate the Equipment for the sole purpose of delivering the Project. Barron McCann will not be liable for a failure to perform its obligations under this Contract where it can show that such non-performance was due to the Customer not having obtained the necessary third party rights.