



The Entryphone Company Ltd

23 Granville Road, London SW18 5SD

Tel 020 8870 8635 Fax 020 8874 0066

Entryphone Rental Agreement - THE SECOND SCHEDULE - GENERAL CONDITIONS

1. The Installation Date means the date on which the installation or major part thereof is erected and available for use which date shall be notified by the Owner to the Subscriber in writing.
- 2.a. The contributory installation charge shall be payable upon signing of the rental agreement.
- b. Rent shall be payable quarterly in advance by Direct Debit, such payments to commence on 1st. January, 1st April, 1st July or 1st October, (hereinafter referred to as the "rent dates") next following the Installation Date. The first payment of rent being a due proportion from the Installation Date to the next following rent date together with such sum if any in respect of extra or abnormal wiring or additional maintenance as is specified in the First Schedule shall be payable on the Installation Date. Should at any time the Direct Debit cease to operate rent shall be payable annually in advance.
3. The Owner shall during the continuance of this Agreement and subject to the due compliance by the Subscriber with his obligations hereunder maintain the installation in efficient working order and shall as soon as practicable after being so requested by the Subscriber effect any repairs or adjustments necessary. For this purpose the Owner may remove the installation or any part of it from the premises for such length of time as may be necessary and may replace the same with a similar installation or part.
4. The subscriber agrees with the Owner as follows:-
 - a. To pay the rent payable hereunder at the times and in the manner hereinbefore provided.
 - b. At all times to use reasonable care in the operation of the installation and not to tamper or to attempt to tamper with any component part thereof or allow any person other than the servant and agents of the Owner so to do and to pay to the Owner the cost of repairing or replacing the installation or any part thereof necessitated by any cause other than fair wear and tear and effect appropriate insurance to cover this liability.
 - c. Forthwith to notify the Owner in writing of any fault or defect which becomes apparent in the installation
 - d. Not to hold himself out as the Owner nor to assign sell dispose or attempt to assign sell dispose or part with the possession of the installation or any part thereof nor to remove the same from the premises and to pay punctually all rates rents taxes and charges payable by him in respect of the premises to protect the installation against any distress execution seizure or other legal process and to indemnify the Owner against all costs losses expenses and charges suffered by it in respect thereof.
 - e. To allow the Owner its servants and the agents to inspect and repair the installation at all reasonable times.
 - f. Prior to the erection of the installation to obtain at the Subscriber's expense any necessary consents or wayleaves from any lessor or owner of the premises or any adjoining premises and to indemnify the Owner against all claims and demands in respect thereof.
 - g. Not to assign or underlet the benefit of this Agreement without the consent in writing of the Owner such consent not to be unreasonably withheld.
5. If at any time during the subsistence of this Agreement the Subscriber shall desire any reasonable alterations to the installation the Owner will subject to the payment of its usual charges carry out such work.
6. This Agreement may be determined at the end of the initial term either party giving to the other three months previous notice in writing and unless so determined shall continue thereafter until determined by either party giving to the other three months notice in writing to expire on any rent date.

... continued

7. The Subscriber may at any time prior to the expiration of the initial term with the consent of the Owner (which consent shall not be unreasonably withheld) terminate this Agreement by three months notice in writing to expire on any rent date.
8. If the rent payable by this Agreement shall be in arrear and unpaid for twenty one days after it shall become due or if the Subscriber shall be adjudged bankrupt or become insolvent or make any composition or arrangement with or assignment for the benefit of his creditors or suffer any distress or execution to be levied on the premises or vacate the premises or in the case of a Company shall be wound up or shall have a Receiver of Assets appointed or if the Subscriber shall fail to observe and perform any of the conditions of this Agreement the Owner may (without prejudice to any other right or remedy under this Agreement and notwithstanding the waiver of any previous breach) determine this Agreement at any time thereafter by notice in writing to that effect.
9. On the determination of this Agreement the Subscriber shall allow the Owner its servants and agents access to the premises at all reasonable times for the purpose of removing the installation and shall pay to the Owner forthwith all rent due to the date of determination and any other sums due under or in respect of any breach of this Agreement. In the event of determination under the provisions of paragraphs 7 and 8 hereof the subscriber shall in addition pay the Owner's reasonable expenses of removing the installation together with a sum by way of liquidated damages as an agreed estimate of the loss of profits suffered by the Owner as a result of the premature determination of the Agreement equal to the total of the remaining rentals (discounted at 5% per annum) which would have been payable if the Agreement had remained in force for the initial term less an allowance of twenty-five per cent of such total.
10. Without prejudice to its rights under paragraphs 8 hereof if the rent payable under this Agreement shall be in arrear and unpaid for twenty-one days after it shall become due or if there shall be a remediable breach by the Subscriber of any other term of this Agreement then it shall be lawful for the Owner to enter the premises and remove such working parts as may be necessary to discontinue the service provided by the installation and to keep the same discontinued until such time as either the Subscriber shall pay the outstanding rent or remedy the breach or until the Owner shall exercise its power to determine the Agreement under Clause 8 hereof as the case may be. The Owner's reasonable expenses incurred in discontinuing and in reconnecting the service shall be payable by the Subscriber on demand.
11. No indulgence shown to the Subscriber shall prejudice the strict rights of the Owner under this Agreement.
12. Any notice served by the Owner under this Agreement may be served by posting it in a prepaid envelope to the Subscriber at his usual or last known address or at the premises and shall be deemed to have been served on the day after that on which it was posted.
13. The Owner shall not be liable for any loss injury or damage whatsoever (other than to the installation itself) due to the breakdown or defective working of the installation.
14. Where the context so admits the expression "the Owner" shall include its assigns and the expression "the Subscriber" shall include the personal representatives and permitted assigns of the Subscriber.
- 15a. If the figure for the index of retail prices published by the Department of Employment (or other Government Department for the time being responsible for such index) during the month of September of any year following the year in which this Agreement is signed (the base year) shall exceed the figure published in the month of September of the base year by more than 20% then the rent payable hereunder for the year commencing on the succeeding first day of January shall be increased by up to half the same percentage as the said increase in the index figure.
- b. If the publication of the index of retail prices shall be discontinued or if the basis of computation thereof shall be changed in such way as to make it impossible or impracticable to implement the provision for calculating rent increases under this paragraph then the question of the fair amount of rent payable in any year thereafter to take into account price increases in a manner corresponding as closely as possible with the provisions of this paragraph shall be referred to the Owner's Auditors for the time being whose decision shall be final and binding on both parties.