Maintel Short Form Supplier Agreement

for the provision of Services

between

###### [INSERT SUPPLIER PARTNERS NAME]

###### and

###### MAINTEL INTERNATIONAL LIMITED

###### CONTRACT REFERENCE: SF YYMMLL

Maintel Short Form Supplier Agreement

This Agreement for the provision of Services (reference **SFS YYMMLL**) is dated the day of 2018 (the “**Commencement Date**”)

###### BY AND BETWEEN

**Maintel International Limited** (registered number 323791) whose registered office is at Beaux Lane House, Mercer Street Lower, Dublin 2, D02 DH60, Republic of Ireland ("**Maintel**"); and

**<Insert Supplier Company Name>** a company registered in <Supplier’s Country of Registration> with company number <Supplier Company Number> and having its registered office at <Supplier Registered Address>, (the "**Supplier**") together (the “**Parties**”).

This Agreement shall comprise of this **Maintel Short Form Supplier Agreement** together with Appendix 1 Supplier Information Form. This Agreement is governed by and incorporates the **Maintel Linked Supplier Terms** together with its schedules (Schedule 1 Supply of Goods and Services, Schedule 2 Service Levels and Schedule 3 Maintel Supplier Code of Conduct) referred to in Clause 1.4 below, (together known as **“this Agreement”).**

1 BASIS OF CONTRACT

1.1 For clarification all defined terms used in this Agreement shall be in accordance with those set out in the Maintel Linked Supplier Terms.

1.2 The Supplier, by signing this Agreement hereby accepts and acknowledges the payment of one (£1) pound from Maintel as fair and sufficient consideration for the obligations contained herein.

1.3 A purchase order provided by Maintel, constitutes a specific offer by Maintel to purchase Goods and/or Services from the Supplier in accordance with and subject to this Agreement to the exclusion of any other terms that the Supplier seeks to impose.

1.4 Maintel Linked Supplier Terms can be found [here](http://www.maintel.co.uk/legal/suppliers). A hard copy can be made available on request.

1.5 The Supplier hereby acknowledges and agrees to be bound by Clause 1.4 herein which incorporates key provisions including but not limited to; Data Protection, GDPR, Modern Slavery and Liability amongst others.

1.6 The purchase order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing written acceptance of the Order; or

(b) the Supplier fulfilling the Order,

1.7 In the event that the purchase order requires amendment prior to the commencement of order fulfillment, as reasonably determined by Maintel; Maintel reserve the right to cancel and/or vary the purchase order at any time.

2 NON SOLICITATION

2.1 The Supplier agrees that during the continuance of this Agreement and for a period of 12 months following the termination of this Agreement, the Supplier will not on their own account or on behalf of any other person, firm or company whether directly or indirectly:

(a) solicit or entice away from or endeavor to solicit or entice away from Maintel any customer and/or employee of Maintel; or

(b) intentionally interfere or seek to interfere with any supplier of and/or supply chain to Maintel.

2.2 Each of the above restrictions is separate and severable from the other and the Supplier agrees that each restriction is reasonable, as regards its scope and duration, and necessary to protect the goodwill and other legitimate business interests of Maintel. If one is unenforceable, for any reason, but would be valid or enforceable if some of its wording were deleted, it shall apply with such deletions as are necessary to make it enforceable.

3 TERM

3.1 This Agreement shall come into existence on the Commencement Date or upon acceptance pursuant to clause 1.6 of this Agreement for an Initial Period of 12 months by default unless otherwise specified and continue thereafter until terminated.

3.2 With respect to termination by the Supplier, Maintel shall be given no less than six (6) months’ written Notice of such termination, to take effect at the end of the Initial Period of 12 months, or any anniversary thereafter. The Supplier shall formally write to Maintel to advise of the termination, confirming the date this Agreement shall be terminated.

4 CONFIDENTIALITY

4.1 Each Party will keep strictly confidential all Confidential Information of the other received or obtained during the negotiation or performance of this Agreement and, except with the prior written consent of the other or to the extent that disclosure is required by law, will not disclose such Confidential Information to any third party or copy or use it for any purpose other than for the proper performance of its obligations or the proper exercise of its rights under this Agreement.

4.2 On termination of this Agreement the Parties hereby agree to promptly return or destroy all documents and materials containing the other Party’s confidential information.

5 CHARGES

5.1 Maintel shall pay the invoiced amounts within sixty (60) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

5.2 All sums due under this Agreement are inclusive of VAT and/or any in- country taxes to be applied, unless agreed otherwise and such invoices shall use Sterling as the preferred currency or where prior agreed by Maintel in writing, US Dollars or the Euros. For the avoidance of doubt all payments shall be by bank transfer.

5.3 All quotations and invoices which include delivery, import/export taxes, custom charges or any other charge not described by the item being procured, shall be listed out individually upon the Supplier quotation and invoice.

5.4 Both Parties hereby agree that Maintel shall not be liable for any Back Billing.

By executing this document the Parties agree to the terms and conditions set out in this Agreement

|  |  |
| --- | --- |
| **Signed on behalf of Maintel** | **Signed on behalf of the Supplier** |
| **Name:** | **Name:** |
| **Position:** | **Position:** |
| **Date:** | **Date:** |

**Maintel Short Form Supplier Agreement Appendix 1**

# 

###### APPENDIX 1 SUPPLIER INFORMATION FORM

INTRODUCTION

This Supplier Information Form provides Maintel with the information we need in order to set up a new supplier.

QUESTIONAIRE

**1. Your Company Details**

|  |  |  |  |
| --- | --- | --- | --- |
| **1.1** | Company Name |  | |
| **1.2** | Type of business entity | [ ] PLC  [ ] Limited  [ ] Partnership  [ ] Sole Trader | |
| **1.3** | Company Registered Address |  | |
| **1.4** | Trading Address  (If different from above) |  | |
| **1.5** | Company Registration Number |  | |
| **1.6** | VAT Number |  | |
| **1.7** | Sales Contact | Name:  Telephone:  Email: | |
| **1.8** | Accounts Contact | Name:  Telephone:  Email: | |
| **1.9** | Please state what currency you will raise our invoices in Sterling/GBP (preferred) US Dollars or Euros | |  |
| **1.10** | Please provide any additional information or comments that you consider relevant to your application | | |

**2. Company Finance Details**

|  |  |  |
| --- | --- | --- |
| **2.1** | Bank Name |  |
| **2.2** | Address |  |
| **2.3** | Sort Code |  |
| **2.4** | Account Name |  |
| **2.5** | Account Number |  |
| **2.6** | IBAN |  |
| **2.7** | SWIFT |  |

**3. Company Portfolio**

|  |  |  |
| --- | --- | --- |
| **3.1** | Description of the Goods/Services supplied by your company: | |
| 3.1.1 | Do you provide a response to site SLA? | [ ] Yes  [ ] No |
| 3.1.2 | If you answered yes to 3.1.1, please state your quickest response to site SLA (e.g. 4hr). |  |
| 3.1.3 | Do you provide a restoration service SLA? | [ ] Yes  [ ] No |
| 3.1.4 | If you answered yes to 3.1.3, please state your quickest restoration time SLA (e.g. 4hr). |  |
| 3.1.5 | Do you provide a part replacement services out of your own stock for fault resolution? | [] Yes  [] No |
| 3.1.6 | Does your helpdesk operate 24/7 365? | [] Yes  [] No |

**4 Technology, Models, Engineers and Geographical Coverage**

|  |  |  |  |
| --- | --- | --- | --- |
| Technology Supported | Models Supported (e.g. S8300, IP500, etc.) | Number of product specific trained Engineers | Geographical Coverage |
| Avaya |  |  |  |
| Mitel |  |  |  |
| Cisco |  |  |  |
| Others ( ) |  |  |  |

**5 Company Insurance Details**

|  |  |  |
| --- | --- | --- |
| 5.1 | Please confirm that you currently hold Public Liability, Product Liability and/or Professional indemnity Insurance to the extent required to adequately cover your obligations under this Agreement. | [] |
| 5.2 | Please provide a copy of your current insurance certificates |  |

By executing this appendix the Supplier confirms that the information contained herein is accurate and correct to the best of its knowledge.

|  |  |
| --- | --- |
| **Signed on behalf of the Supplier** |  |
| **Name:** |  |
| **Position:** |  |
| **Date:** |  |