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# TERMS AND CONDITIONS

## Now the agreement is as under

### 1. Effectiveness of this Memorandum of Understanding (MOU)

Duration and validity of this Memorandum of Understanding shall be for **12 Months**.

### 2. Technician and Technical Support

1. The Agent will provide a recruited and trained technician for **12 months** as per availability.
2. The Agent reserves the right to change the technicians if required.
3. The Principal can request the change of technician only after 90 days of initial appointment and subject to the terms and conditions for the changing of technician as prescribed in the schedule appended herewith.
4. The technician will be personally under the direct control and management of the Principal only.

**The appointment letter issued by the principal has to be under signed by the technician(appointee).**

1. A copy must be forwarded to the agent.
2. The agent is not the employer of the technician and he is the staff of the principal and hence it is not liable for the observance of the provisions of any of the Labour welfare legislations, orders, notifications etc. where as the same is the sole obligation of the principal itself.
3. Decent bachelor accommodation near to the service centre with cooking facility, traveling expenses as agreed between the agent and the principal must be provided by the principal to the technician.
4. Traveling expense and DA for any meeting or group discussion called by the agent must be provided by the principal to the technician.
5. Salary and the incentives payable to the technicians must be as per the standards of the agent
6. The principal will be provided up-gradation in person, by telephone or by e-mail for technical know how for one year from the date of agreement.
7. Installation, up-gradation or modification of user software will be provided only at nearest office of the agent. Any additional expenses incurred for the same will be charged to the principal.
8. If any staff of the agent is requested to visit the principal for the purpose of up-gradation etc. the principal will be charged TA, DA, accommodation and other expenses of such staff as per the standards of the agent policy.

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9. Any tools, cables, data cable, CDs, floppies, spares etc other than items offered in the respective package will be charged extra.
  10. The agent will not responsible or liable for any deficiency in service on the part of the principal.
  11. The agent is responsible for providing complete and up to date know how in respect of the business to the principal and for the proper training and guidance to the staff of the principal.
  12. The agent is not being responsible for any other deficiency, negligence acts of omission or omissions on the part of the principal which may lead to disputes with third parties.

### **3. Agent's obligations**

1. Agent shall provide technical support to the principal as agreed.
  2. The agent has to provide technical up-gradation through group discussions and online support.
  3. The Agent shall conduct group discussion for up gradation quarterly basis
- The Agent shall provide repairing tips for reference

### **4. Principal's obligations**

1. The principal has to provide the service centre facility as per specification by the agent.
2. The principal shall keep the out let open for a minimum of 10 hours per day.
3. Principal shall recruit and appoint enough manpower as per requirement for the smooth functioning of the centre.
4. Principal must furnish and arrange tools, computer, instruments and other necessary items as directed by the agent.
5. The principal should participate in the meetings, conferences etc conducted by the agent.
6. The Principal must upgrade their service centre by installing new equipments and tools from time to time to meet timely demand as per directions of the agent.
7. The principal must send the technician for group discussions.

### **5. General Conditions.**

1. The principal should not use Britco or Bridco name in their transactions, bills, invoices, visiting cards, etc. If any expenditure incurred by the agent in preventing such activities, the same will be charged to principal.
2. The name, logo, copy right, plans, designs, the title and the goodwill of brand name "Britco", "Bridco" shall be the asset or assets of the agent only. The principal does not have any claim on the above said title orname or goodwill.

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## **6. Consultation fee**

1. The agreed consultation fee, training fee, and up gradation fee paid by the principal will not be refunded. If any product or technology given / supplied by the agent either free or for payment will not be returned or refunded.
2. The agreed consultation fee, up gradation fee or any other related payment could be made to the Master Franchisee of the Agent, i.e. Institute of Mobile Phone Technology Pvt. Ltd, New Delhi and the Master Franchisee is authorized to issue the receipt for the same.
3. The agent will release the amount as the bank guarantee or cash deposit (if any) only after deducting any dues and claims on the principal within six months from the expiry or suspension or termination of this memorandum of understanding.
4. The principal can sell or assign this venture only after prior permission from the Agent.
5. The principal must take permission from the Agent to change the centre from the existing location or to change the technician to another location.

## **7. Limitation of liability**

1. The liability of agent is limited to the acts done in furtherance of the terms of this agreement, and if the principal enters in to any act independently, the agent will not be liable for the same.
2. The agent shall not be liable for any act of the principal for any illegal activities / actions etc. the liability of the agent towards third parties will be limited to what has been provided here in above.
3. The Agent will not be responsible for any legal issues like police raids regarding cyber sex or pirated films or keep it in Hard disk, CDs, Memory cards and Handsets.
4. The technician provided by the agent will not be responsible for any prosecution due to the installation of any softwares, either in customers or others instruments other than supplied by the agent.

## **8. Termination or Suspension**

If the "Principal" is found, at any time in default in absolving and performing the duties, in accordance with the provisions of this Memorandum Of Understanding, the agent has the right to terminate or suspend this MOU without prior notice in writing, but the same shall be communicated to the principal by registered post to the address of the principal furnished in this MOU.

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## **9. Arbitration**

That any kind of dispute or differences, which may arise during or after the duration of this Memorandum Of Understanding, between the parties or their representatives, legal heirs, which may arise as consequential to the execution of this Memorandum Of Understanding, shall be referred to a sole arbitrator mutually named by both parties, and parties herein appointment advocate Mr. Paravath Kunhammed as sole arbitrator, the seat of the arbitrator and his proceeding will be at Malappuram, Kerala, India.

## **10. Entire agreement**

This memorandum of Understanding together sets forth the entire agreement and understanding between the parties here to, and except as specifically provided here in supersedes and merges all prior oral and / or written agreements, discussions and understandings between the parties.

## **11. Headings**

The headings in this Memorandum of Understanding are inserted merely for the purpose of convenience and shall not be read against the spirit and meaning of this Memorandum of Understanding.

## **12. Notes**

We thank you very much for your registration with us for the services of a mobilephone repairing technician. Sending here with the soft copy of your agreement in PDF format. Kindly take a print out of this agreement and send back to us the scanned copy of the same, duly signed by you. In case we do not get the signed copy within a week, we shall consider your acceptance for the same.