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## TELEPHONE SYSTEM - TERMS AND CONDITIONS

### 1. THE CUSTOMER AGREES: -

- a) To pay the maintenance charges prescribed in the invoice in all circumstances in advance, if at any time should the whole or any part thereof be in arrears from the renewal date stated on the invoice then net:telecom shall be entitled to suspend all service hereunder until payment is made in full.  
Any request for work to be carried out during this period shall be subject to a **Call Out/Supply charge**
- b) If the equipment to be connected to British Telecom / other Network Providers apparatus, it is to comply with all their requirements; it is at the Customers expense to arrange the provision of any Network Providers equipment specially required for the Customers purpose.
- c) To orally notify net:telecom immediately of any fault in the equipment or any repairs which may be necessary, such notification to be confirmed in writing. To provide net:telecom at all reasonable times with access to the Equipment and allow it to carry out maintenance of the Equipment under the terms of this Contract.
- d) Not to maintain, service, repair, adjust, tamper or alter the Equipment or Extension wiring, to give net:telecom 14 day's written notice. Should any such alterations be effected by an agent not appointed by net:telecom to allow net:telecom the right of inspection of that work which should be carried out in accordance with the current "Code of Practice". Should the work be found to be unsatisfactory to remedy the defect within 90 days of inspection or pay net:telecom's charges for effecting the remedy. Any breach of this Condition may result in this Contract being terminated by net:telecom, if net:telecom so desires.
- e) To pay net:telecom's charge for reprogramming and/or service visits as a result of a programming error affected by the Customer or his agent.
- f) Not to assign the benefit of this Contract without previous written consent of net:telecom.

### 2. NET:TELECOM AGREES: -

- a) To maintain the equipment at the installation address in the Schedule (or such other address as may be agreed in writing by net:telecom) in effective working order.  
During the continuance of this contract, to execute by its servants, agents or contractors without charge all repairs and replacements to the Equipment necessitated by fair wear and tear, and / or faulty workmanship and/or faulty materials provided the Customer shall have duly notified

### 3. DURATION OF THIS CONTRACT: -

The Term of this Contract shall be the initial period of maintenance specified in the invoice and thereafter from year to year unless either party shall give the other three months written notice of termination. Provided that is that the Customer has not committed any breach of the Contract and has not remedied such breach within 14 days after notice to that effect from net:telecom this Contract may be terminated by notice from net:telecom to the Customer at the latter's last known address.

### 4. VARIATION OF MAINTENANCE CHARGE: -

Net:telecom may vary the maintenance charge payable hereunder by written notice to the customer provided that no such variation shall take effect earlier than one year after the commencement of the term of this Contract or less than one year after a proceeding Variation.

### 5. PROHIBITION OF ORAL VARIATIONS: -

The terms and conditions of this Contract are the sole terms and conditions of this Contract between net:telecom and the Customer. No variation/modification of these terms or conditions or any agreement made or purported to be made between net:telecom and the customer. Inconsistent with these terms and conditions shall be valid or of any effect unless made in writing and signed by a Director or the appointed Officer of net:telecom.

### 6. EXCLUSIONS: -

- a) Net:telecom shall not be liable for any delay in the execution of any work of installation, repair, replacement, alteration or removal of or to the Equipment however caused.
- b) Net:telecom shall not be liable for making good a defect in the Electricity supply, Network Provider service and connections and/or Host PBX systems. Services calls for these purposes will be charged to the customer at net:telecom's standard rate.
- c) Net:telecom shall not be liable for repair of damage resulting from accident, transportation, neglect or misuse, failures of electrical power, surge of electrical power or causes other than normal use.
- d) Net:telecom shall in no circumstances be liable for any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and/or Host PBX systems.

net:telecom of such fault or necessary repair in accordance with Clause 1c hereof. Such Service to be provided as contractually agreed. Provided however that net:telecom (without prejudice to the terms and conditions of this Contract or the Customers liability for payment of maintenance charges) shall not be obliged to service the equipment if any such maintenance charge is over due.

- b) At the expense of the Customer to provide service where failure of the Equipment is subsequently found to be due to, mis-operation or failure of Network Providers equipment, and / or Host PBX systems and/or electricity supply service, or if any person not authorised by net:telecom to do so shall have tampered with the Equipment.
- c) At the request and expense of the Customer
  - (i) To carry out any alterations, to the Equipment or Extension wiring in accordance with the current "Code of Practice".
  - (ii) Upon receipt of 14 day's notice to allow the Customers appointed agents to carry out alterations to the Equipment or Extension wiring. Any alterations or extensions made to be in accordance with the current "Code of Practice". Net:telecom reserves the right to inspection of such work and if found to be unsatisfactory shall require the Customer to remedy the defect within 90 days of the inspection.
- d) At the request and expense of the Customer to remove the Equipment to alternative premises where in the option of net:telecom suitable service and reception facilities exist provided the Equipment does not thereby pass out of possession or control of the Customer.

- e) In no circumstances shall net:telecom be liable for any loss of profit, business or production or any similar loss or damages whether direct, indirect or consequential however caused.
- f) Net:telecom shall not be liable under section 2a for costs of making good defects in the overhead and underground cables from the 'Associated Wiring' and service calls for these purposes ill be charged at net:telecom's standard rate.

#### **7. GENERALLY: -**

- a) net:telecom's right hereunder shall not be affected by granting any time or indulgence to the Customer
- b) All charges under the Contract are subject to Value Added Tax. This Contract is not a V.A.T. invoice. V.A.T. invoices will be sent to the Customer for all payments under this Contract.
- c) The Contract shall remain invalid unless signed on behalf of net:telecom, and with the relevant maintenance approval number.
- d) Maintenance shall not commence until payment has been made.