



STANDARD TERMS AND CONDITIONS

1. Contract Terms

1.1 We agree to provide our services to you on the following terms and conditions. These constitute a contract between us and you and must be read together with any other documents explicitly agreed to be part of this contract. Any other terms and conditions contained in any other document are excluded unless their inclusion is expressly agreed in writing.

1.2 In these terms and conditions:

1.2.1 "**we**" and "**us**" means VQ Communications Limited a company registered in England under 5318829;

1.2.2 "**Equipment**" means the equipment described in the "Contract Details" above;

1.2.3 "**Premises**" means the place where the Equipment is installed;

1.2.4 the "**Services**" means the services that you have ordered from us and we have agreed to provide.

1.3 This agreement shall last for the minimum period agreed between us. It shall then continue until either you or we give the other one month's notice in writing to terminate (such notice to expire no earlier than the end of the minimum period).

1.4. Because of continuous improvements and technological advances, there may be slight changes from time to time in the form of the Services. Any such change will be notified by us to you in advance.

2. Equipment

2.1 As part of the Services, we provide you with a loan of the Equipment, including all cabling and related items that we use in its installation.

2.2 Following installation of the Equipment, you will have five working days in which to notify us in writing of any defects, failing which you will be deemed to have accepted the Equipment.

2.3 The Equipment (including all cabling and other items used in its installation) will belong to us at all times. Accordingly:-

2.3.1 you must not move it from the Premises;

2.3.2 you must not use the Equipment as security for any loan to you or otherwise allow it to become subject to any third party claim, charge or lien; and

2.3.3 you will allow us to inspect the Equipment at any time during normal business hours.

2.4 You further agree that:-

2.4.1 you will keep the Equipment in good condition and tell us immediately if it suffers any damage;

2.4.2 you will be responsible for any loss or damage;

2.4.3 you must not erase any identifying marks or serial numbers on the Equipment;

2.4.4 you must not make any alteration or addition to the Equipment;

2.4.5 you must use the Equipment only in accordance with our operating instructions; and

2.4.6 you must not use, or allow any third party to use, the Equipment for any unlawful use and you agree to indemnify us for any loss or other liability we may incur as a result of such unlawful use.

2.5 Where we provide you with access to broadband, you agree that you will abide by the terms (and limitations) of the broadband supplier

2.6 You agree only to use the Equipment and the Services for the purposes for which they were originally intended. We reserve the right to terminate a call if we believe that the system is being abused.

3. Servicing

3.1 We will service the Equipment when necessary and the cost of this is included in our charges payable under this Agreement. You must not permit any third party to service it.

3.2 Such servicing shall cover fair wear and tear but shall exclude use other than in accordance with the manufacturer's instructions, inappropriate use, accidental damage, vandalism and any unauthorised movement of or other tampering with the Equipment.

3.3 If we do any work on the Equipment which is not covered by our service obligations, we shall be entitled to charge you for it at our prevailing rates.

4. Consequences of Termination

4.1 This clause will apply whether this Agreement comes to an end by one party giving notice to the other or otherwise.

4.2 The Equipment must be in good working order, fair wear and tear excepted, and you agree to reimburse us for any parts or labour required to bring the Equipment up to such condition. If this Agreement is terminated by us as a result of your breach, we reserve the right to charge you for the cost of its recovery from you.

5. Payment

5.1 You must pay our charges for the Services as agreed between us.

5.2 Our terms of payment for all charges are 14 days after the date of invoice. In the event of late payment we reserve the right to charge interest on the outstanding balance at the Statutory Rate.

5.3 Unless agreed otherwise, all our charges are exclusive of any applicable value added or other tax, which will be added to our invoices sent to you.

5.4 We reserve the right to suspend the Services if our charges are overdue for payment by you.

6. Additional Services

Any charges that we agree with you are for the work that we agree at that time. If we are asked to carry out additional services we shall make an additional charge. Unless otherwise agreed, such additional services shall be on these terms.

7. Termination

7.1 Either we or you shall be entitled to terminate this Agreement immediately by written notice

to the other if the other commits any material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it within 21 days after receipt of a written notice giving full details of the breach and requiring it to be remedied.

7.2 Either of us can also terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or make any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this contract forthwith if the first party goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed (or the equivalent in any other jurisdiction).

8. Liability

8.1 We warrant you that we will seek to supply the Services with reasonable skill and care. We accept liability for our own negligence, but only to the extent stated in this clause. In providing the Services, we are reliant on third party service providers. Whilst we will take all reasonable steps to maintain the Services to you, we shall not be liable if the reason for the Services not being available is the fault of a third party supplier.

8.2 Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

8.3 Our liability to you under this Agreement shall not exceed the amount paid by you for the Services over the previous 12 months.

8.4 Subject to the immediately preceding sub-clause, we shall be liable to you in respect of all direct loss or damage caused by our acts or omissions and those of our employees, agents or sub-contractors, other than Excluded Loss. In this clause the expression "**Excluded Loss**" means all special loss (whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to our attention at the time of making this contract) and loss, corruption or destruction of data or loss of profits, business or anticipated savings, whether incurred directly or indirectly, or any indirect or consequential damage whatever, either in contract, tort (including negligence) or otherwise.

8. Force Majeure

Neither of us shall be liable to the other for any breach of this Agreement caused by matters beyond our reasonable control, including, but not limited to, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central government or other authorities.

9. General

9.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.



- 9.2 No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.
- 9.3 A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.
- 9.4 If any dispute arises out of these terms we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. (See www.cedr.co.uk). Unless otherwise agreed, any mediator shall be appointed by CEDR.
- 9.5 This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.