

**TERMS AND CONDITIONS OF THIS ORDER CONFIRMATION**

**1. DELIVERY**

We will deliver the equipment listed on the front of this Agreement to the Installation Address specified. We will try to deliver the equipment when planned but, any dates quoted for delivery/installation of goods are approximate only and we will not be liable for any delay, however caused. If you fail to take delivery of the goods, then we may store the goods until actual delivery and charge you for reasonable costs of storage or, sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge you for any shortfall below the price under the Contract.

**2. PAYMENT TERMS**

Paying on time is a condition of this Agreement, with the exception of systems being paid for through a third party leasing agreement. We will ask you for a deposit of 50% of the Agreed Purchase Price plus VAT when you sign this Agreement. You must pay the balance of the Agreed Purchase Price when you receive our invoice. We will invoice on, or at any time after, the system is delivered to the Installation Address. The system may be delivered in instalments. Each instalment will be invoiced when it is delivered and payment will be due immediately. If you ask us not to deliver the equipment and it remains undelivered 60 days after the date you signed this Agreement, we may then invoice you for the equipment, with payment becoming due immediately. We own the system supplied until we have been paid in full for it.

**3. PROVISION OF GOODS AND/OR SERVICES**

The Order Confirmation constitutes an offer by us to provide the Goods and/or Services to you, subject to these conditions. No offer contained on the Order Confirmation will be deemed to be accepted by you unless and until this Order Confirmation is signed by your authorised representatives. The offer will lapse unless unconditionally accepted by you in writing within 15 days of its date. If you have any special requirements relating to the Goods and/or Services which are not specified on the Order Confirmation, you must notify us in writing and, where agreed by us, the terms on which those requirements will be met must be agreed in writing.

**4. ACCESS TO PLACE OF USE**

You shall allow us and our employees, agents and sub-contractors, reasonable access to the place of use, as necessary to perform our obligations under this agreement.

**5. INSTALLATION**

We will agree with you the date on which your equipment is to be installed and commissioned. You may be charged if you change these dates or you ask us to do all or part of it outside normal working hours (9.00am - 5.00pm Monday/Friday) or we have to return to complete it and we have not agreed this with you in advance. Before the installation we will work out with you how you want your equipment configured and programmed. If you change what we have agreed after we have done the work you may be charged for any extra work. If the equipment and software supplied by us is to be connected and/or integrated with other equipment, systems or software we will tell you in advance what specification these other systems or software need to have to connect correctly to the system we have supplied. We may ask you to arrange at your cost a technical representative from your other supplier, or a suitably qualified member of your own staff to liaise with us prior to, during and after the installation to ensure that any connection and/or integration is carried out correctly. We will tell you in advance how much we will charge you for any integration or connection work. We will not be responsible for any losses or damages caused by connecting to or integrating with these other systems. If we have to spend additional installation time as a result of the failure of other equipment or systems to connect or integrate correctly with the system supplied by us you may be charged.

**6. NETWORK PROVIDER SERVICES**

If you ask us to, we will liaise with Network Providers such as BT or others on your behalf for any additional exchange lines or other services you may require. The Network Provider will invoice you separately for these services. Your contract for these services is with them. We will not be responsible for any delays or alterations relating to these services or from problems arising from us making these arrangements for you. If we are unable to carry out or to complete the installation at the time agreed with you because of Non-performance or non-provision by the network provider we may charge you for the extra work and administration.

**7. TRAINING**

Where the Order Confirmation states that 'training is included' we shall provide up to half a day's training on an agreed date. At the completion of the training will require you to sign a form to confirm, if you agree, that the training has been satisfactory. Any further training required by you will be provided but will be chargeable.

**8. CABLING**

All cabling, points and services will be suitable for the telephony system and Evoke Telecom Services Ltd. reserve the right to levy reasonable charges for

any additional cabling or works required to deliver the telephone solution and services.

**9. VALUE ADDED TAX**

All of the prices shown on this Agreement are exclusive of VAT which will be charged at the rate operating at the time of invoicing.

**10. RISK OF LOSS OR DAMAGE**

Once the telephone system is delivered to the Installation Address, all risk of loss or damage will pass to you. It is advisable that insurance arrangements are made before delivery takes place.

If you pay for the equipment through a third party leasing arrangement, you must follow the leasing company's rules for insuring the equipment.

**11. SYSTEM SUITABILITY**

At the time you sign this Agreement you agree that the equipment is reasonably fit for the purpose or purposes for which you intend to use it.

**12. YOUR LIABILITY**

If it becomes clear from your actions that you do not intend to keep to this Agreement, then you will have "repudiated" it. "Repudiation" includes failing to pay for the system as set out in Clause 2 or writing to us to say that you will not meet your responsibilities. If you do "repudiate" the Agreement and it is clear the Agreement has no hope of continuing, then we will end this Agreement. This will not affect the responsibilities and liabilities that existed before the Agreement ended.

**13. DISPUTED CLAUSES**

If you and we agree, or a court of law decides, that a clause cannot be enforced, then this agreement will continue if we want it to. The clause in question will be changed to make it valid or, if that is impossible, it will be taken out of the Agreement.

**14. NOTICES**

Notices under this Agreement must be made in writing. They should either be delivered by hand or sent by recorded delivery to the other parties registered address (if it is a limited company) or to the address shown in this Agreement.

**15. CONSEQUENTIAL LOSS**

Apart from the terms in this Agreement, no conditions, warranties, statements or agreements apply. We will have no liability to you for any loss of profit, reputation, goodwill or financial loss or any liability you may have to someone else, even if the loss is our fault.

**16. LIMITATION OF OUR LIABILITY**

We will not be responsible to you for any loss you suffer for reasons outside of our control. These will encompass Acts of God (including lightning strikes), fire, flood, accident, strike, lockout or stoppage of our business. If we are stopped from installing your telephone system for reasons outside of our control, including industrial action, war, fire, prohibition or enactment of any kind, we can end this Agreement without being responsible for any loss you may suffer as a result.

**17. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between you and us for the telephone system mentioned in it. It applies to all the equipment separately. If a part of the system fails, it will not affect the rights and liabilities of you and us for the rest of the system. Any changes to this Agreement will only be valid if they are in a "side" letter signed by a Director of Evoke Telecom Services Ltd.

**18. PARTNERSHIP**

If you are a partnership of more than one person, you will be liable jointly and individually for all your responsibilities under this Agreement.

**19. INSOLVENCY**

If you become insolvent, we will not issue a claim for damages for our losses unless it can be shown that you traded fraudulently, or you criminally or deliberately attempted to avoid creditors.

**20. GOVERNING LAW**

This Agreement is governed by English Law and comes within the jurisdiction of the English Courts. If you are not sure about any of the clauses in this Agreement, please ask us.

Explanation of words used in this Agreement:

'You' means you the customer. 'We' or 'Us' means Evoke Telecom Services Ltd.

'Installation Address' means where the equipment is to be delivered, made operational and be used.

'Agreed Purchase Price' means the price you and we agree is the price you will pay us for the system detailed above.

'Network Service' means national network of telecommunications provided by suppliers such as British Telecom and others.

**Evoke Telecom Services Ltd.**

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