

# AdaptiveComms On Premise Telephone System Terms & Conditions

## General and Definition

- 1.1 These terms are the only terms by which Adaptive Communications Solutions Ltd (from this point forward referred to as “the Company”) contracts with the Customer (as named overleaf) for this order.
- 1.2 “Goods” mean all goods, parts or other things to be sold by the Company to the Customer whether or not supplied in conjunction with work to be done by the company.
- 1.3 Work means any work done by the Company by the way of installation.
- 1.4 The Customer will be deemed to have accepted these Terms of Business if he gives instructions for work to be done or goods supplied.

## Orders

- 2.1 The Company shall not be responsible for any inaccuracy in the Customer orders. All orders must be in writing.  
The Company will not accept returned goods under any circumstances.
- 2.2 Cancellation of an order will only be accepted by the Company on condition that all costs and expenses incurred by the Company and arising directly or indirectly from the cancellation and all loss of profits and other loss, damages, costs, charges and expenses resulting to or incurred by the Company by reason of such cancellation will be reimbursed by the Customer to the Company forthwith and in full.

## Uncompleted Work

- 3.1 If for any reason work requested by the Customer is not carried out in full, the Company will charge a reasonable amount for any work actually carried out and the current price of any goods supplied or fitted.
- 3.2 Preliminary work carried out at a customer’s request shall be charged.

## Variations

- 4.1 Any variation agreed between the Company and the Customer in work to be done or goods supplied shall be deemed to be an amendment to this Contract and shall not constitute a new contract.

## Time

- 5.1 The Company will use its best efforts to do work or supply goods within any time period notified to the Customer. However, time will not be of the essence and the Company will not be liable for delays.

## Completion of Work, Payment & Pricing

- 6.1 Price variation – quotations are based on the current cost of installation and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
- 6.2 All goods should be paid in full on invoice, unless otherwise agreed in writing with the Company
- 6.3 Work shall be deemed complete when the Customer is advised by the Company that

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such work is complete. The Customer will pay the Company for all work done and all goods supplied.

6.4 Any value added tax payable by the Company shall be added to the price and shall be paid to the Company by the Purchaser at the time the price is due.

## Delivery and Risk

7.1 Unless the contract otherwise stipulates, the risk in the goods passes to the Customer when the goods are dispatched from the Company's premises and the Company accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with.

7.2 Where the customer has arranged for the collection of the goods, risk will pass on the date that the Company has notified the Customer that the goods are ready for collection.

## Property in the Goods

8.1 Notwithstanding that risk in the goods passes to the Customer in accordance with Clauses 7.1 and 7.2 of these Conditions title to the goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain with the Company until payment in full has been received by the Company:

8.1.1 for those goods; 8.1.2 for any other goods supplied by the Company; 8.1.3 of all monies due from the customer to the Company on any account, and the Customer acknowledges that until such payment is made in full it is in possession of the goods solely as a fiduciary of the Company.

8.2 The Customer is licensed by the Company to use or to agree to sell the goods provided that the entire proceeds of any sale of such goods are held in trust by the Company and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Company's money.

8.3 Any resale by the Customer of goods in which property has not passed to the Customer shall (as between the Company and the Customer only) be made by the Customer

as agent for the Company.

8.4 Until title to the goods passes to the Customer under Clause 8.1 the goods shall be kept separate and distinct from all other property of the Customer and of third parties and in good condition and shall be stored in such a way as to be clearly identifiable as belonging to the Company and the Customer will not cause permit or suffer any labels badges serial numbers or other means of identification of the goods to be removed or obscured.

8.5 At any time before title to the goods passes to the customer (whether or not payment to the Company is then overdue or the Customer is otherwise in breach of any obligation in the Company), the Company may (without prejudice to any of its rights):

8.5.1 for the purpose of recovering all or any part of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored (or authorise others to do so) and may repossess the same which the Customer hereby authorises;

8.5.2 require delivery up to it of all or any part of the goods.

8.6 Each Clause and Sub-Clause of this Clause 8 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever

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unenforceable le according to its terms, the others shall remain in full force and effect.

## Network Services

- 9.1 When the Company is providing the provision of network services for the Customer, the Company will not be responsible for delays in providing these services. At all times the responsibility for the delivery timescales of network services lies with the Carrier Network.
- 9.2 Costs for the provision of network services are excluded from this quotation unless detailed above.
- 9.3 The Customer shall not suspend or delay payment for goods and services supplied by the Company due to errors either directly or indirectly arising from delays in network service provisions.
- 9.4 Most new customers will be programmed to access the network choice of the Company to enable savings to be made on telephone call cost. The Company will endeavour to activate all customers as soon as possible but will except no liability for either low or zero billing accounts.

## Site Services & System Programming

- 10.1 A double switched mains outlet is to be provided by the Customer, adjacent to the main central unit.
- 10.2 The provision of mini trunking, duct work, and cable conduit is not provided within this quotation unless detailed above.
- 10.3 If IP phones are provided, the customer will need to provide either Power over Ethernet (PoE) or a single plug socket at the location of the IP Phone s.
- 10.4 The Company will not accept any liability for loss of call quality caused by the Customers LAN or WAN.
- 10.5 The Company will carry out initial system programming and 1 further re-programme visit within 90 days of commissioning of installation are included. Additional programming visits are chargeable.

## Non-Solicitation

- 11 During the term of this Agreement and for 36 months after any termination of this Agreement, the customer will not, without the prior written consent of the AdaptiveComms, either directly or indirectly, on the customer's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by the AdaptiveComms.

## Liability

- 12.1 The Company shall not be liable for any direct or indirect or consequential loss or damage, which the Customer may sustain, occasioned by errors in carrying out the work or by delay in delivery, howsoever arising.
- 12.2 You shall indemnify 21st Century Network Solutions Ltd and Adaptive Communication Solutions Limited against all costs, damages, expenses and losses and reasonable professional costs and expenses suffered or incurred by 21st Century Network Solutions Ltd and Adaptive Communication Solutions Limited arising out of or in connection with breach by you or other act or omission by you under or in relation to this agreement.

## Toll Fraud

- 13.1 The Company shall take all reasonable steps to protect the customer from toll fraud. Where the system type and the customers requested configuration allow it

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these steps will include; Blocking the voicemail and door phone ports from Trunk Access and as an extra measure destination restriction will be added to these ports blocking them from dialling 0,1,\* or # and any calls made will disconnect at the shortest period the system will allow. Where the customer requires the voicemail to dial certain numbers, the voicemail and ports will not be blocked from accessing trunks but destination restriction will be added with exceptions to specific numbers. All voicemail administrator passwords are changed from the manufacturers default and where possible all unused mailboxes are deleted. The customer is advised that they should change user passwords from default and use a minimum of 6 digits whilst not using obvious combinations such as 123456 or combinations using the extension number.

- 13.2 The customer is advised that although the company takes all reasonable steps to protect the customer from Toll fraud, this is no guarantee that Toll Fraud cannot occur on the customers equipment. The customer is liable for all call charges relating to calls made from their equipment.
- 13.3 If the customer is aware of any phones that are in areas at risk of being abused or used to hack into the system, then it is the customers responsibility to advise the company of any restrictions they wish to apply to this phone.
- 13.4 It is the customers responsibility to ensure that network security measures are in place to protect the system programming from being accessed by either an internal or external party.

## **Maintenance**

- 14.1 Maintenance is provided for the term stated on this agreement and is subject to terms and conditions that are available on our website or available upon request.
- 14.2 In the event that a valid Maintenance Agreement is not signed, all supplied equipment will solely be covered by the manufacturers 12 month warrantee.
- 14.3 The Manufacturer's Warrantee covers all hardware for failure within the first 12 months providing that it is being used within the manufacturer's guidelines. Should hardware fail within this period it can be returned to AdaptiveComms for replacement or repair. All equipment apart from handsets must be removed and re-installed by an Engineer that is qualified with the relevant hardware. Should the equipment be handled by non-qualified personnel all warrantees will become void. Any hardware sent to AdaptiveComms for replacement or repair must be packaged appropriately to avoid damage in transit, AdaptiveComms shall not be liable for any damage that occurs during shipment. On inspection of the faulty hardware should AdaptiveComms find that damage has occurred through operation outside of the manufacturers guidelines e.g. physical damage caused by the end user, the faulty equipment will be returned to the customer and AdaptiveComms reserves the right to charge a £10.00 return delivery charge and a £50.00 equipment inspection fee.

## **Force Majeure**

- 15.1 The company shall be under no liability if it shall be unable to carry out provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may be written notice to the Company electing to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.