

GBS Terms & Conditions for the Supply & Support of Telecoms

These terms are supplemental to our Standard Terms and Conditions

1. DEFINITIONS

The following terms shall have the following meanings:

1.1 **Initial Period** means the minimum number of years during which this Agreement shall subsist from the Commencement Date, this is normally 12 months.

1.2 **Maintenance Charges** means the charges payable by the Customer to the Company for the Maintenance Services.

1.3 **Maintenance Services** means such assistance as may be provided by or on behalf of the Company at the Customer's request either remotely, by telephone or by visiting the Site in order to make such adjustments or repairs to, or replacements of, defective Equipment components, which in the opinion of the Company are necessary for the proper functioning of the Equipment.

1.4 **Voiceflex** means Voiceflex Ltd, 9 Warwick Street, London, W1B 5LY. is a supplier of business telecommunication solutions. ("Providers")

1.5 **Nova Voice** is Voiceflex's hosted UC PBX and business phone service in the cloud.

1.6 **PBX (Private Branch Exchange)**, is a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.

1.7 **Wavenet** means Wavenet Ltd, Blythe Valley Park, Shirley, Solihull, Birmingham, B90 8BG. Wavenet is a supplier of business telecommunication solutions. ("Providers")

1.8 **BT** means BT Group Plc, 81 Newgate Street, London EC1A 7AJ and its subsidiaries and associated companies. ("Providers")

1.9 **Talk Talk** means Talk Talk Telecom Group Plc, 11 Evesham Street London W11 4AR and its subsidiaries and associated companies. ("Providers")

2. TELEPHONE MAINTENANCE SERVICE

2.1 Fault Repair

2.1.1 The Customer may report faults in Equipment by telephoning 01792 762646 or emailing: support@gowerbiz.co.uk

2.1.2 Following a fault report, Gower Business Systems Ltd (GBS) will raise a support ticket and respond by:

(a) providing advice by telephone, including where appropriate advice as to tests and checks to be carried out by the Customer;

(b) where possible, carrying out diagnostic checks from GBS premises; and

(c) where it is considered necessary, and as soon as reasonably practicable, visiting the Site where (a) and (b) do not diagnose or clear the fault.

2.1.3 Where replacement parts are provided by GBS, the parts removed will become the property of GBS.

2.1.4 GBS may remove all or part of the Equipment from the Site for the purpose of inspection, testing and repair, but whenever reasonably practicable will take steps to protect the continuity of the Customer's service.

3. WHAT THE FAULT REPAIR SERVICE COVERS

3.1 The Service covers faults resulting from normal wear and tear.

3.2 The Service may also cover faults or work resulting from other causes or circumstances, but an additional charge will be payable. Such other causes or circumstances include:

(a) misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures;

(b) lightning damage; electromagnetic interference; any other accidental or deliberate damage;

(c) correction of defects following the removal or connection of Equipment other than by GBS;

(d) connection by the Customer of other equipment to the Equipment; or

(e) GBS being denied access to the Equipment.

3.3 Faults are responded to within 8 working hours from Monday to Friday from 9.00am to 5.00pm, excluding Bank/Public Holidays.

3. WHAT THE FAULT REPAIR SERVICE DOES NOT COVER

4.1 The Company is not a telecoms infrastructure provider and cannot guarantee and gives no warranty that the Services will never be faulty.

4.2 The company does not cover digital telephone handsets, analogue telephones (including DECT- cordless), answering machines, headsets and/or peripherals unless supplied by GBS and covered under manufacturer's warranty.

4.3 The loss of Customer generated software programmes or data.

4.4 Work at the Customer's request outside the applicable GBS normal Working Hours of 9-5 Monday to Friday, Public and Bank Holidays.

4.5 Repair, replacement or re-routing of any Customer wiring or cabling or provision of additional wiring and cabling.

4.6 Faults reported by the Customer which are not covered by this Contract.

4.7 Customer requests for the reconfiguration of the telephone system once initial installation is complete.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer agrees:

5.1.1 to care for and use the Equipment in accordance with any GBS and manufacturer's instructions, that the Equipment and software is compliant with any applicable law or regulation in the country in which it is installed and to use it only for a purpose for which it was designed;

5.1.2 not to repair, adjust, or modify the Equipment without GBS's written consent. However, the Customer may make configuration changes in accordance with and within the limits specified in the supplier's customer documentation. The Customer must notify GBS of any such configuration changes; and

5.1.3 to co-operate in diagnosing faults by carrying out any diagnostic and test routines requested by GBS or included in the manufacturer's instructions, and allowing GBS to carry out remote diagnostic tests, where appropriate.

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5.2 The Customer is responsible for the proper use of any IDs, user names, personal identification numbers and passwords used with the Equipment, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.

5.3 GBS does not guarantee the security of the Equipment against unauthorised or unlawful access or use.

5.4 GBS Loan Equipment

The Customer will:

(a) provide at its expense a suitable place and conditions for GBS Equipment;

(b) Provide any permission needed for GBS to put their Equipment on the Site;

(c) where required, provide a continuous mains electricity supply and connecting points for GBS Equipment;

(d) keep the GBS Equipment safe and only use it in accordance with any instructions GBS may give;

(e) not move the GBS Equipment or any part of it from the Site;

(f) ensure that the GBS Equipment is without risk to health;

(g) not make any alterations or attachments to the GBS Equipment without GBS's prior written consent; and

(h) not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the GBS Equipment.

5.5 If any part of the GBS Equipment is lost, destroyed or damaged (except for fair wear and tear), the Customer will pay GBS's reasonable charges for its repair or replacement.

5.6 On termination of the Contract the Customer will, at GBS's option, instruction and expense, either return the GBS Equipment or make it available for GBS to collect.

5.7 The Customer agrees to GBS's Standard Terms & Conditions available at www.Gowerbiz.co.uk.

5.8 Special Terms relating to Internet Telephony Technologies

5.8.1. The Customer acknowledges that GBS is solely an agent for Providers and any other Provider of Telecom Lines & Services. The customer acknowledges that they are in a contract with these Providers for the provision of these services.

5.8.2. When using Internet Telephony Technologies, the performance of the Telephony Service is subject to performance telephone line and/or of the broadband internet connection at the Customer's premises and the Customer further acknowledges the risk that failure in the Customer's internet service may also cause a failure or decrease in performance of the Telephony Services. The Customer agrees that the Company is not liable for any loss or damage caused by such the failure or decrease of performance.

5.8.3. The Customer's Local Area Network (LAN) infrastructure must have sufficient capacity to support Internet Telephony Technologies and the Company recommends that voice and data traffic should be separated within the LAN environment. The Customer agrees that the Company is not liable for any failure or decrease in performance caused by Customer LAN deficiencies.

6. LIABILITY

6.1 The Customer acknowledges it has read and understands the provisions of terms above and accordingly agrees that GBS shall not be liable to the Customer for losses caused by failure, fault or restriction of the provision of lines caused by faults or failures which are the responsibility of Providers or other providers. GBS shall be under no obligation to pursue Providers or other suppliers/provider for any losses so incurred.

6.2 The Customer acknowledges it has read and understands the provisions of terms above and accordingly agrees that GBS shall not be liable to the Customer for losses caused by failure, fault or restriction of the provision of Cloud based systems by faults or failures which are the responsibility of Providers or other providers. GBS shall be under no obligation to pursue Providers or other suppliers/provider for any losses so incurred.

6.3 GBS shall not be liable to the Customer for any for any pure economic loss, loss of profits, interruption to or loss of business, depletion of goodwill or loss of data or other analogous losses, in each case whether direct, indirect or consequential or any claims for consequential compensation by the Customer or other party, howsoever caused.

6.4 If the Customer or GBS is prevented, hindered or delayed from performing any obligation under the Contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the Customer or GBS is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under this Contract.

7. TERMINATION

7.1. GBS may at any time by written notice (in addition to any other rights) terminate this Agreement in respect of all or any the Equipment and/or Services or suspend its performance of all or any obligations under it immediately and without liability for compensation or damages if the Customer:

7.1.1. fails to comply with its obligations under this Agreement or any Sales Agreement;

7.1.2. (being an individual) dies, becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt;

7.1.3. convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of GBS) for the purposes of and followed by solvent amalgamation or reconstruction;

7.1.4. enters administration; or

7.1.5. has a receiver or administrative receiver appointed over any of the Customer's property.

7.2. If the Customer terminates this Agreement, a Sale Agreement (or any Related Third-Party Agreement which causes a loss to GBS for any reason before the end of the relevant Minimum Period (other than a repudiatory breach by GBS) the Customer must pay to GBS on the termination date:

7.2.1. a sum equivalent to the difference between any Customer Payment paid and the Equipment Price (for each of the Equipment items);

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7.2.2. the value of any “hardware fund” or credit for Equipment or Services offered by GBS and which may have been utilised by the Customer; and

7.2.3. any specified Cancellation Fee.

8. ASSIGNMENT

2.1. We may by prior notice to you, assign the whole of the benefit and burden of this support agreement to any other organisation or person who in our reasonable opinion is capable of carrying out its terms.

9. LAW & JURISDICTION

This is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts Contract.