

Terms & Conditions

1. Definitions

The 'Company' means GB Telecom (Scotland) Ltd. The 'Customer' means the person or persons to whom the contract is addressed. The 'Equipment' means the equipment specified overleaf.

2. The Customer agrees:-

- a. To pay the maintenance charges prescribed in the Schedule in all circumstances and if at any time should the whole or any part thereof be in arrears for more than 30 days then the Company shall be entitled to suspend all services hereunder until the payment is made in full.
- b. If the equipment is to be connected to British Telecom apparatus to comply with all British Telecom requirements and at the Customer's expense to arrange the provision of any British Telecom equipment specially required for the Customer's purpose.
- c. To orally notify the Company immediately of any fault in the Equipment or any repair which may be necessary, such notification to be confirmed in writing and to provide the Company 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. In the event of requiring any alterations to the Equipment or Extension wiring to give the Company 14 days written notice and should any such alterations be effected by an agent not appointed by the Company to allow the Company the right of inspection of that work which should be carried out in accordance with the current "Code of Practice" and should the work be found to be unsatisfactory to remedy the defect within 90 days of inspection or pay the Company's charges for effecting the remedy. Any breach of this condition may result in this Contract being terminated by the Company, if the Company so desires.
- e. To pay the Company's charge for re-programming 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 from the Company.

3. The Company Agrees:-

- a. To maintain the Equipment at the installation address in the Schedule (or such other address as may be agreed in writing by the Company) in efficient working order and 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 the Company of such fault or necessary repair in accordance with Clause 1(c) hereof. Such Service to be provided between the hours of 9.00am and 5.00pm Monday to Friday excluding Public Holidays. Any service outside these times will be subject to £180.00 call out fee. If the repair takes longer than 60 minutes then an additional charge at the rate of £95.00 per hour or part thereof will become payable. Provided however that the Company (without prejudice to the Terms and Conditions of this Contract or the Customer's liability for the payment of maintenance charges) shall not be obliged to service the Equipment is any such maintenance charge is overdue.
- b. At the expense if the Customer to provide services where failure of the Equipment is subsequently found to be due to the mis-operation or failure of British Telecom or any other Service Provider, equipment and/or host PBX systems and/or electricity supply service or if any person not authorised by the Company 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 days notice to allow the Customer's appointed agents to carry out alterations to the Equipment or Extension wiring. Such alterations or extensions to be in accordance with the current "Code of Practice". The Company reserves the right to inspection of such work and if found to unsatisfactory shall require the Customer to remedy the defect within 90 days of the inspection.

- d. At the request and the expense of the Customer to move the Equipment to alternative premises where the opinion of the Company suitable service and reception facilities exist provided the Equipment does not thereby pass out of the possession or control of the Customer

4. Duration of the contract:-

The term of this contract shall be the initial period of maintenance specified in the schedule and thereafter from year to year unless either party shall give the other three months written notice of termination expiring at the end of any annual maintenance period> Provided that if the Customer has committed any breach of this contract and has not remedied such breach within 14 days after notice to that effect from the Company this Contract may be terminated by notice to the Company at the latter's' known address.

5. Variation of maintenance charge:-

The Company 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 terms of this contract or less than one year after a preceding variation.

6. Prohibition of Oral Variations:-

The terms and conditions in this contract are the sole terms and conditions of the contract between the Company and the Customer. No variation or modification of these terms or conditions and no agreement made or purported to be made between the Company 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 the Company. No representation relating to or in any way connected with the Equipment shall be deemed to be made on behalf of the Company nor shall any such representation bind the Company unless such representation is made in writing and signed by a Director or the appointed Officer of the Company.

7. Exclusions

- a. The Company 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 howsoever caused.
- b. The Company shall not be liable for making good defects in the electricity supply, British Telecom or any other Service Providers service and connections and/or host PBX systems. Service calls for these purposes will be charged to the Customer at the Company's standard rates.
- c. The Company shall not be liable for the repair of damage resulting from accident, transportation, neglect or misuse, failures of electrical power, surge of electrical power or causes other than ordinary use.
- d. The company 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 British telecom's equipment and or host PBX systems.
- e. In no circumstances shall the Company be liable for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential howsoever caused.
- f. The Company shall not be liable under section 2(a) for costs of making good defects in the overhead and underground cables from the 'Associated Wiring' and service calls for these purposes will be charged to the customers at the Company's standard rate.
- g. The Company shall not be liable for any cables not supplied and installed by GB Telecom.
- h. The Company shall not be held liable for the system failures deemed to be caused by Acts of God.

8. Generally:-

- a. The Company's rights hereunder shall not be affected by granting any time or indulgence to the Customer.
- b. All charges under this contract are subject to Value Added Tax. This Contract is not a VAT invoice. VAT invoices will be sent to the Customer for all payments under this contract.
- c. The Company is an Approved Maintainer by the Department of Trade and Industry.