



Terms and Conditions

DEFINITIONS

The "Company" means Green Telecom Limited whose head office is situated at Seven, The Power House, Higham Mead, Chesham, Buckinghamshire. HP5 2AH. Company Number 3139356

The "Customer" means the customer as specified in part A of this agreement.

The "Equipment" means the equipment and services as specified in part B of this agreement.

1. AGREEMENT

The company shall sell, subject at all times to availability from Green Telecoms's suppliers, and the customer shall purchase the equipment at the agreed price.

2. CUSTOMERS OBLIGATIONS

The customer hereby a) agrees to pay the company the total amount of the agreed price within the agreed payment terms as shown overleaf. b) warrants that if any goods are offered in part exchange they are wholly owned by the customer and are free from any lien, charge or other claim which has priority over the company.

3. PROPERTY

a) Notwithstanding any other provisions of this agreement, property in the equipment shall not pass to the customer until the agreed purchase price has been paid in full and until such payment, property in and legal beneficial ownership of the equipment shall remain vested in the company. b) unless and until property has passed to the customer, the customer shall have possession of the equipment as bailee only and the company shall be permitted to inspect the equipment at any time and may repossess the same and may enter upon the customers premises for this purpose.

4. LIABILITY

a) The company will not be liable to the customer for any loss, damage or injury to the customer, however arising out of the customers purchase of the equipment or the companies ongoing on site maintenance and the customer agrees to indemnify the company against all liability arising out of claims made by any third party. b) The company will not be liable to the customer for any indirect consequential loss or damage however caused by or arising from the customers purchase or use of the equipment, including but not limited to financial loss, loss of profits, loss of business or contracts, loss of use or any other form of loss weather financial or otherwise.

5. MISCELLANEOUS

The company may offer to order on behalf of the customer services such as but not limited to new or extra telephone lines, on site maintenance cover, mains sockets, door locks etc from other suppliers, but shall not under any circumstances accept any liability in the event or failure of any such suppliers to meet the required deadlines or specifications.

6. GREEN TELECOM ON SITE MAINTENANCE

a) The company agrees to provide on site maintenance for the equipment purchased overleaf for the monthly charge as indicated in section c of this agreement. The level of response shall depend on the level of service purchased and indicated in section c of this agreement. These are as follows:

- i) Standard Care – offers an 8 working hour response time for a fault reported to the company between the hours of 9.00am to 5.00pm on Monday to Friday excluding bank holidays.
- ii) Prompt Care – offers an 8 working hour response time for a fault reported to the company between the hours of 9.00am to 5.00pm on Monday to Saturday excluding bank holidays.
- iii) Total Care – offers a 4 hour response time for a fault reported 24 hours a day, 7 days a week including bank holidays.

b) The company may at its discretion provide loan or replacement equipment should the equipment owned by the customer need to be sent to the manufacturer or returned to the company for repair.

c) For standard care, the customer may terminate the maintenance agreement by i) giving 30 days written notice to the company, terminating on any anniversary of the installation of the telephone system if installed by the company i) giving 30 days written notice to the company, terminating on any anniversary of this agreement if the telephone system was not installed by the company.

c) For Prompt or Total care, the customer may terminate the maintenance agreement by: i) giving 90 days written notice to the company, terminating on any anniversary of the installation of the telephone system if installed by the company i) giving 90 days written notice to the company, terminating on any anniversary of this agreement if the telephone system was not installed by the company.

d) Response to any fault reported as above may include response by remote administration, internet access, email, fax or telephone or by sending an engineer to site.

e) Where additional equipment is supplied to an existing telephone system the monthly maintenance charge will increase by the amount shown in section c of this agreement and will be charged on the next invoice produced by the company.

f) Payment for maintenance will be monthly by direct debit. In the event that any payments are outstanding the company reserves the right not to respond to any fault or service call until payment of the outstanding amount has been received and cleared by the company.

g) All alterations to apparatus and extensions must be carried out by the company.

h) The company reserves the right to use a third party maintenance company to meet its contractual obligations in responding to any fault.

i) Monthly maintenance charges will be charged at the rate shown overleaf and will thereafter increase by 4% per annum. The company may from time to time increase its monthly maintenance charges beyond 4% and shall give the customer 30 days written notice of any such increase. Upon receipt of the increase notice the customer has the right to terminate this agreement

7. ENGLISH LAW

English Law shall in all respects govern this agreement