

SALES & SERVICE AGREEMENT **“Standard Terms & Conditions”**

To Videocall (we) from (you), Please provide and service the equipment as agreed in the schedule of Equipment and Services under the following terms.

TERMS OF SALE AND PROVIDING SERVICE

DEFINITIONS

You - the person, firm or company making this Agreement with Videocall.

We, us - Videocall, Videocall House, 100 Park Street, Camberley Surrey, GU15 3NY

Sales - the delivery and installation of the equipment as set out in the “Schedule of Equipment”, or “Scope of Works” as appropriate

Service - the servicing of the equipment as set out in the “Schedule of Services” or “Scope of Works” as appropriate

1. PERIOD OF AGREEMENT

We will provide service from either: the date we install the equipment (installation date); or the date you accept and sign the Schedules of Equipment and Services (Agreement date), which ever is the later: Until this Agreement is cancelled under term 9 or 19.

2. SERVICE

We will service the equipment to prevent a fault arising or when there is a fault in the equipment and it has been used properly. We will also provide parts and items that need replacing.

3. SERVICE NOT INCLUDED

Service does not cover:

- work that is needed because you have not used, stored or handled the equipment properly or because you have not followed term 4(2) or our written instructions for the equipment;
- work needed on a public or bank holiday;
- work needed before 9am or after 5pm Monday to Friday;
- work associated with or attributed to a network fault or failure
- work needed because you have used spare parts or other replaceable items which are not approved by us; or
- work needed because you connected other fittings or accessories which we haven't approved to the equipment.

From time to time we will publish the charges for the service above.

4. LOCATION

1. If you wish to move the equipment to another address you must have our written permission. Which will not be unreasonably withheld. If the equipment is moved this Agreement may no longer be valid. We will move the equipment for you for an agreed fee.

2. The property the equipment is installed in must be suitable and in good condition. You should provide all necessary facilities such as light, electricity, ventilation and installation space that we request.

5. DELIVERY AND INSTALLATION

1. All delivery and installation dates are estimates and we are not liable for any loss, costs, damages or expenses you or someone else suffers because we did not meet these estimated dates.

2. One of your employees must sign and date the delivery note that comes with the equipment to prove that it has been delivered. The person who signs the delivery note should also print his/her name on it. This is then sent back to us by the carrier who delivered the equipment. The delivery note is proof that the items on it have been delivered.

We will not accept claims for shortages.

6. SERVICE CHARGE

We will invoice you for the service charges as set out in the schedule of service. You must pay the annual maintenance charge on either the installation date or the Agreement date. You will then pay another maintenance charge every twelve months.

7. PRICE AND EXTRA ORDERS

1. The price of the goods is exclusive of the cost of delivery which is charged at Videocall's standard delivery charge tariff, a copy of which is available on request.

2. We can change the price we charge for equipment and will give you 30 days written notice of a price increase. The increase will apply to all orders we accept after the 30 days notice has passed.

3. If the equipment is delivered at different dates through our fault then the price we charge will be the price we agreed. If you ask us to delay the delivery we will invoice you at the price that stands at the time the equipment is sent out.

8. PAYMENT

Under this agreement you must pay our invoice in full within 30 days from the date of invoice. If you don't pay we may not service the equipment. You may have to pay interest on the amount you owe at 3% more than the Lloyds Bank plc annual base rate.

9. CHARGE INCREASES

We can increase the charges set out in the schedule of service if we give you 60 days written notice. If the charge is increased you can cancel this Agreement from the date the new price is introduced. You must give 30 days written notice before this date.

10. SCHEDULE OF EQUIPMENT AND INVOICING

This Agreement covers the equipment set out in the schedule of equipment and/or scope of works.

1. All hardware will be invoiced on delivery. If arrangements are in place for us to hold the goods until you call for delivery, the goods will be invoiced in full from commencement of storage and will be due for payment in full 30 days from the date of invoice without any set off by you in relation to any sums due to you by us.

2. Where offsite works are required prior to delivery, all hardware will be invoiced in full at commencement of offsite works and will be due for payment in full 30 days from the date of invoice without any set off by you in relation to any sums due to you by us.

11. QUALITY

If any equipment, spare parts or other items that we have supplied are faulty when we delivered then you must tell us within 30 days of the item being delivered. We will then at our discretion, either replace or repair it, or refund the cost.

12. LIABILITY

1. We, our employees and our agents (the Videocall parties) are liable for damage to property which is caused by our carelessness.
2. We are liable for personal injury or death which is caused by the carelessness of one or all the Videocall parties.
3. Under the Consumer Protection Act 1987 we are liable to a person, for death, injury or damage caused by a faulty product. We are also liable to a dependant or relative of that person.
4. You must not hold us liable for claims, actions, costs, loss, damages or expenses arising from the equipment or from the services we provide or fail to provide except for in the circumstances above. We will not be liable under any circumstances for any loss of business or profit by you or anyone else.

13. PROPERTY AND RISK

1. We own the equipment until you have paid for it in full. You have not paid in full until the full amount has been credited to our bank account.
2. When we have delivered the equipment to you, you are liable for the risk of any loss or damage to it. This will stay your risk unless we take the equipment back so you should insure yourself against loss or damage.
3. Until you have paid for the equipment:
 - a. You must store the property in a way that shows it belongs to us. You must also keep records of the equipment. If we ask you we can inspect the equipment and the records.
 - b. You cannot sell, change, alter or get rid of the equipment.
 - c. We can trace the money from selling the equipment or any insurance claims for the equipment. This money will be paid into a separate bank account and held for us.
 - d. You must give us at least 14 days notice before you apply for an administrator to manage your assets. If you don't give this notice, you will break this contract.

We can take it back on:

- the date of a notice given under the term 13(3)(d) or the date such notice should have been given:
 - the date you do something that allows someone to present a petition for winding up your business or for an administrator to manage your assets: or
 - the date any event mentioned in term 13(4) happens.
4. If you don't make your payments when they are due, you:
 - 'compound' with your creditors;
 - carry out an 'assignment' for your creditors;
 - commit an act of bankruptcy;
 - go into liquidation;
 - have a receiver appointed to manage all or part of your assets;
 - become insolvent; or
 - we think any of these may happen; then we can do any of the three things...
- a Enter your property, without giving notice, to take the equipment back and demand any money you owe us under this Agreement or any other contract.
 - b Take apart any machinery that the equipment or any part of it has been put into.
 - c Refuse to deliver any equipment you have ordered and stop any equipment that is being delivered. If we do carry out any of our rights in this term (13) it will not affect any contract we have with you to supply equipment unless we choose otherwise. You will have to pay the cost of us carrying out our rights under this term.
5. You cannot send the equipment back instead of paying for it. We may sue you for the price when it is due even though the property in the equipment may not have passed to you.

14. PRINCIPAL OPERATOR

You must choose at least one member of staff to be 'principal operator'. We will train them to use the equipment. You must make sure there is a principal operator available to use the equipment.

15. ENTIRE AGREEMENT AND CHANGES

1. This Agreement is the full Agreement between you and us for the equipment and services we provide. These terms are the only ones that will apply and they replace any previous Agreement for the equipment.
2. The terms of this Agreement cannot be changed unless the changes are put in writing and signed by a director of Videocall and someone you authorise to sign the changes on your behalf.

16. DESCRIPTIONS AND SHORTAGES

1. We will try to supply the equipment we described but improvements may be added from time to time. However, if the equipment we deliver is different from the equipment you ordered and it is not suitable, you can send it back within 10 days of delivery. We will pay you the cost of returning the equipment if it is unsuitable and we will give you a credit not for the invoice plus VAT.
2. When there is a shortage of equipment for reasons beyond our control we will distribute as much equipment as we can to our customers depending on availability.

17. EXPORT CONTROL

1. You agree not to sell any equipment that we supplied and that is covered by the Export of Goods (Control) Order 1987 (or any law that replaces it) or the Export Administration Act 1979 outside the United Kingdom unless you have the licences you need. You also agree not to sell the equipment in the United Kingdom if you know or think that the person buying the equipment intends to export without getting the necessary licences.

2. You agree to impose similar conditions to those in terms 17 (1) to anyone you sell the equipment to.

18. SEVERAL ITEMS

This Agreement applies to each piece of equipment individually. If there is a dispute about some equipment it will not affect the Agreement for other equipment. The Agreement for some of the equipment can be cancelled without affecting the other equipment.

19. CANCELLING THIS AGREEMENT

This Agreement will be cancelled if;

- you cancel the Agreement under term 9;
- an application is made for an administrator or receiver to manage all or part of your assets;
- you can't pay your debts when they are due or you are declared bankrupt;
- either you or we break this Agreement and it is not put right within 14 days of getting written notice from the other that the Agreement has been broken.
- You don't pay any amount you owe after you have been given 14 days written notice.

20. INSPECTION

You must let our service engineer or authorised representative into the property where the equipment is installed in your normal working hours to inspect, repair and service the equipment. We will follow any reasonable security and health and safety rules which may apply at your premises.

21. GENERAL TERMS

1. Reference to terms and schedules are the terms and schedules of this Agreement. The schedule of service and the schedule of equipment form part of this Agreement. The headings of terms are only for reference and they do not affect the meaning of the Agreement.

2. Notice that the Agreement has been broken or cancelled must be sent by prepaid recorded delivery. Any other notices, including those of price increases should be sent by ordinary first class post. We will send notice to the address of the property where the equipment is installed unless you tell us otherwise in writing. You must send all notices to our registered office. Notice will be assumed to have been served 2 working days after it was posted.

3. Your rights and our rights under this Agreement will not be affected if either or us do not enforce, or delays enforcing, any of these terms.

4. You may transfer your interest in this Agreement to a subsidiary or associated company of yours if you have our written permission.

5. We may wish to transfer our side of this Agreement to a subsidiary or associated company of ours or an authorised Videocall service partner. If we do so we will tell you.

6. If you and we agree, or a court of law decides, that a term of this Agreement is illegal, or not binding it will not affect the other terms in this Agreement. The term in question will be changed so it is binding and no longer illegal. If that is not possible we will take it out of this Agreement. In either case the change will start on the date of our agreement or the decision.

7. We are not liable for delaying, or not carrying out any of our duties if caused by circumstances beyond our control. We can choose to cancel part or all of this Agreement or delay carrying out any duty of it.

8. You and we are independent contractors under this Agreement who cannot act on behalf of the other party. We are not liable for any claim or demand brought about by your activities. You agree that we will not be liable for any amount we may have to pay because of such a claim.

9. This Agreement is governed by English law and comes under the jurisdiction of the English courts.

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