

#### Terms & Conditions

Your agreement with us (this "Agreement") is made up of the following documents:

- (i) The Order Form or Voice Recording (as applicable);
- (ii) These Terms and Conditions for I.T Support Services together with the Schedules and Appendices
- (iii) Vision' Network Service & Standard Terms and Conditions;
- (iv) The relevant Tariffs for the Services as referred to in Schedule 3 (where applicable); and
- (v) any further conditions relating to specific services (where applicable).

**1. Customer** - the Person, Firm, or Company so named in the Purchase Order/ Quotation/ Invoice.

**2. Vision Telecom Solutions** - trading name of Vision Mobile UK Limited.

**Invoicing:** Vision Telecom Solutions will email invoices to you. We do not post out hard copy invoices. Please print any invoices and receipts for your records. It is the responsibility of the customers to tell us if your email address changes. All accounts are set up on a prepay basis. Customers will automatically be invoiced monthly/ bi-monthly/ quarterly or annually depending on the agreement with Vision Telecom Solutions.

**Forms of Payment:** Acceptable forms of payment include cheque or BACS. Immediate payment is required of hardware / software invoices, and clearance of funds is required before any products are acquired on behalf of The Customer. Our standard Support / Development invoice terms are 30 days from date of invoice for payment. Failure to pay all amounts due by the due date may result in suspension of further work to be carried out. *We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms.*

Failure to pay within 30 days from date of invoice may incur an automatic administration charge. Title in the Goods shall not pass to the Buyer until Vision Telecom Solutions Limited has been paid in full for the Goods.

Failure to pay within 60 days from date of invoice may result in the account being set on hold. No further work will be carried out or services provided until payment has been made.

If your cheque is returned by the bank as unpaid for any reason, you may be liable for a "returned cheque" fee. Any deviation from these terms will be noted on your invoice as agreed

**Credit Terms:** Vision Telecom Solutions may set and vary credit limits. Where these credit limits are granted Vision Telecom Solutions reserves the right to withdraw them at any time, without having to give their reasons and, in such a case, all outstanding invoices become due and payable immediately. If Vision Telecom Solutions agrees to provide credit facilities to the Customer, the Customer undertakes to comply strictly with the terms thereof.

**Delivery:** Unless otherwise agreed, delivery will be to the premises of the Customer. All risk of the goods will remain with Vision Telecom Solutions until delivery, when it will transfer to the Customer. Any omissions or damages to delivered Goods must be reported immediately to Vision Telecom Solutions.

**Notice Period:** The Customer's obligations start on the Commencement Date and will continue for the Minimum Term and thereafter for further periods each equivalent to the Minimum Term until terminated by either party giving to the other not less than 90 days prior written notice but not greater than 120 days prior written notice expiring at the end of the Minimum Term or at the end of any subsequent period as appropriate. **Auto-Renewable Contract** Where the Customer has provided notice in accordance with notice clause but fails to transfer their services away from Vision Mobile within 30 days following the expiry of the Minimum Term or the expiry of any subsequent period, this will be deemed as acceptance by the Customer of continuing to contract with Vision Mobile for a further period equivalent to the Minimum Term (unless Vision Mobile agree otherwise).

**Complaints Procedure:** Vision Telecom are committed to providing a high-quality service to all of it's customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards. If you have a complaint, please contact us with the details. You can find more information on how to complain on our website <https://visiontelecomsolutions.co.uk/terms-and-conditions/>

**Warranty on Goods Purchased:** We are a reseller of Goods and do not warrant the Goods ourselves. Instead we will pass through to you the customer, the benefit of any warranty from the manufacturer for the Goods that you purchase.

**Advice Given By Us to You:** We are always prepared to offer advice about the goods including advice about installation, compatibility, configuration, and product upgrades. We know the general purpose for which you require our goods and we will take reasonable care when giving you any advice. Without knowing the particular application for which you require our goods and the exact specification and configuration of any existing system into which you intend to install our goods we cannot and do not warrant the suitability of any of our goods for your particular purpose. We do offer a service whereby we will install our goods into your existing system. If you ask us to do that, we can warrant the suitability of the goods installed by us.

**Length of Day:** All work is charged at rates according to the hour. Each day is a 7 hour day. Work carried out outside the hours specified for a normal day, are classed as unsocial hour's work, to be carried with prior agreement. Our Timescales; Although we will use reasonable efforts to provide remote and/or on-site support and repair equipment within the timescales agreed with you, all dates are estimates and we cannot guarantee that we will meet them.

**24/7 Support Hours:** Any time outside of the Standard Technical Support Hours including Weekends and English Public Holidays is classed as 24/7 (2 hour min charge).

and email access and additional works. Remote support (PC to PC), Advice, supply of computer equipment or software as per invoice, Installation of computer equipment supplied by us or the Customer, the later with subject to detailed specification from Customer, Expansion or upgrade to computer equipment or network, Cabling - Design, supply, installation, Web page design, alteration, support and ordering of domains, internet access (broadband), web space or other related services.

A Support Call will be logged using the Vision Telecom Solutions Support Management System or our Partners CRM, and Vision Telecom UK's or Partner I.TCompany personnel will attempt to respond either to answer the Support Call or agree with The Customer to either remote (PC to PC) or make a site visit to enable resolution of the problem.

**Visiting Customer Site:** Vision Telecom Solutions and/or Partner shall supply technical/personnel to visit the Customer's site and perform our services as requested and covered in these terms and conditions Vision Telecom Solutions stipulate the following:

- a) All mains powered equipment shall connect to a safe supply, certified by qualified electrician at the expense of the Customer. Vision Telecom Solutions will have the right to request any mains point is tested prior to commencement of work if deemed necessary. All mains powered equipment shall be PAT tested and a label attached to confirm this.
- b) Computer equipment believed to have been modified in anyway, whether physically or electrically and deemed to be unsafe will be notified to the Customer for attention. Vision Telecom Solutions have the right to refuse work upon equipment believed to be unsafe, physically or electrically and may terminate site visit.
- c) Vision Telecom Solutions offer to supply on-site support, subject to the site being in a safe condition. The Customer to indemnify that all equipment, flooring, furniture, roofing and all other surroundings are in a condition fit for use. The Customer shall be liable for injury to any of the Vision Telecom/Partner personnel on the Customer's site. Vision Telecom/Partner staff should be given an adequate induction if required to comply with site rules and made aware of the Health & Safety Policy. Parking shall be made available to Vision Telecom/Partner UK's personnel where available.
- d) Chemicals or dangerous materials or substances, plant or machinery, must be advised to all of the Vision Telecom/Partner personnel while on the Customer's site. The Customer will be liable for injury to any of the Vision Telecom/Partner technical/personnel on the Customer's site.

**Non-poaching of Staff:** We are extremely proud of all our staff who work with us at Vision Telecom Solutions. Our employment contracts preclude such attempted poaching of staff and should any such approach occur, it would immediately compromise the continued relationship between Vision Telecom Solutions and the Customer concerned. The customer must recognise that the loss of experienced personnel may have a serious effect on Vision Telecom/Partner business.

- 1). The customer therefore mutually agrees that they shall not without Vision Telecom/Partner prior written consent either during or within twelve months after the termination of contract under these terms, engage, employ or otherwise solicit for employment any person who during the relevant period was an employee of Vision Telecom Solutions in connection with any contract under these terms.
- 2). In the event of breach of this term, the Customer in breach will pay Vision Telecom Solutions by way of liquidated damages the greater of (1) three times the person's annual salary inclusive of all benefits at time of their resignation or departure, or (2) three times the new annual salary or fee inclusive of all benefits.
- 3). This provision shall not apply in respect of any individual who ceased to work for Vision Telecom Solutions at least twelve months prior to the engagement.

**Force Majeure:** Vision Telecom Solutions will not be liable in contract or in any other way for any consequential or indirect loss, liability or damage or for any other claim consequential compensation whatsoever (including loss of profits, cost of expenses or loss of data) arising however from or in connection with the agreement or any breach or non-performance of any provision of it by the Company or any fault in or the supply, service, use, presence or re-sale of goods. Vision Telecom Solutions shall not be liable for the loss or damage to software programs or user data during the repair or upgrade of any goods whether or not the same are under any warranty. Vision Telecom Solutions shall not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is due to causes outside the reasonable control of the company. *'In the event of a default of this agreement, these terms and conditions of sale shall be governed by English law.'*

**No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other partyS