

GENERAL TERMS AND CONDITIONS



Solution Terms for Site Connect

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Abbreviations:

CWT: Countrywide Telecoms

SC: Site Connect

SLA: Service Level Agreement

TRT: Target Response Time

1. Interpretation

1.1. The Site Connect Solution (referred to in these Solution Terms as "Site Connect" or the "Solution") is provided in accordance with the Customer's Agreement with CWT.

1.2. The Site Connect Solution Description forms part of these Solution Terms.

1.3. Both CWT and the Customer must agree the Site Connect Statement of Requirements prior to provision of this Solution by CWT. This forms part of these Solution Terms.

1.4. All mention of pricing within this document are in relation to the price plan document you will receive upon your request of services from CWT.

2. Definitions

The definitions set out in the General Terms and Conditions for Business Customers apply to this Solution, except where amended below or in the Solution Description.

2.1. Customer Site means the property, and the curtilage of that property, the address of which is detailed in the Statement of Requirements or the SC Order Form.

2.2. CWT means Countrywide Telecoms.

2.3. SC means Site Connect.

3. Site Connect – The Solution

3.1. Subject to the terms of the Customer's Agreement with CWT (including these Solution Terms) CWT will: (a) install, maintain and provide technical support for the SC equipment. (b) provide the Customer with access to a helpdesk 24/7 363 days of the year. This helpdesk service is unavailable on 01 January and 25 & 26 December of each year. (c) hold and deploy additional SC equipment. (d) remotely monitor the SC equipment and report on any performance issues. (e) provide the Customer with access to an online portal upon request and subject to CWT's agreement.

3.2. All risks in the SC equipment pass to the Customer upon delivery. Title and property in SC equipment shall remain vested in CWT or the appropriate third party, and the Customer is hereby granted a licence to use any SC equipment only for accessing the services during the term of this agreement.

4. Charges

4.1. Site set-up charge. There will be a one-off charge per Customer Site based on the Customer's requirements. Site set-up charges will be invoiced on completion of each site set-up.

4.2. Hire Charges and Monthly Charges will be invoiced monthly and in advance and shall commence from the point the SC equipment is activated on each Customer Site.

4.3. All SC hire solutions shall be billed for the full duration of the month during which it was installed regardless of start date. (Solution fitted on the 10th would be charged from the 1st)

4.4. Additional charges may apply as set out in the Solution Description. These charges will be added to the monthly invoice.

4.5. The management software the customer has access to is only accurate to 15% of data use and as such should be used as a guide.

4.6. All CWT payment terms are for 30 days. Failure to pay within this time WILL result in disconnection and a reconnection charge of £100.00 payable before the service is reconnected.

4.7. Any handling of the SC equipment that has not been authorised by CWT technicians will result in a void in warranty. Excess call out charges and a charge for a replacement kit may be issued.

4.8. In the event that collection of the equipment cannot be made due to theft, loss or damage of the SC equipment, then the Customer will be charged set amounts for each device as follows: £800 for each Site Connect router, £190 for each mobile handset, £210 for each VoIP handset and £150 for each external antenna.

4.9. All prices quoted exclude VAT and are subject to change periodically. Any changes will be notified to the Customer by CWT.

5. Credit Limits

5.1. For all new Customers', a credit line will be opened after payment has been received for the first order. This is at the discretion of CWT and the credit limit may increase or decrease over time.

6. Customer Obligations

6.1. It is the Customer's responsibility to configure at its own cost any virtual private network not supplied by CWT which it may use in conjunction with the services. CWT does not warrant that any virtual private network not specifically approved for use by CWT will be compatible with the services and shall bear no liability for any such lack of compatibility.

6.2. The Customer shall: (a) allow CWT access to the Customer Site as is reasonably necessary to install, operate, maintain, repair, renew, upgrade, add, alter, remove and/or replace the SC

equipment on the Customer Site provided that all such persons comply with such reasonable security and safety procedures as are required by the Customer. (b) at its own expense provide electricity to each item of the SC equipment needing electricity, in accordance with specifications prescribed by CWT from time to time. (c) not interfere with or move the SC equipment. (d) take all reasonable steps to protect the SC equipment from loss, theft or damage. (e) without prejudice to the Customer's obligations to any third party which owns or occupies the Customer Site or any part of the Customer Site (i) not interfere with or remove the SC equipment; and (ii) any such third party shall permit CWT, its employees, agents, group companies or independent contractors to enter onto the Customer Site to recover the SC equipment. (f) ensure that a representative is on Customer Site during any installation or decommission to provide sign off.

6.3. All SC equipment is deployed on a hire basis unless otherwise stated and will remain the property of CWT for the duration of the hire term agreed. The Customer will not own the equipment, unless otherwise stated and agreed by CWT.

7. Recovery of Equipment

7.1. If the Customer no longer requires the Solution at a Customer Site then it must give CWT a minimum of 30 calendar days' written notice to retrieve any SC equipment. For the duration of this notice period the Solution will still be billed for and payment must be made in accordance with CWT's payment terms.

8. Terms and Termination

8.1. Upon sending CWT a purchase order number, it will be understood that the Customer is effectively agreeing to the terms set out in this, and any supporting document.

8.2. A minimum term applies to this Solution as set out in the proposal or applicable contract change note. The minimum term is per Customer Site and commences upon completion of installation at that site.

8.3. On termination of this Solution, CWT may require the Customer, at the Customer's own expense, to return to CWT all SC equipment that it does not have title to. CWT reserves the right to charge for any SC equipment that is not returned, or if in CWT's reasonable opinion is not returned in good working order. Any such charge will be in line with the Customer List Price in force at that time (as stated in 4.7).

8.4. If the Customer no longer requires the Solution at a Customer Site then it must give CWT a minimum of 30 calendar days' written notice to retrieve any SC equipment, with this notice period still being billed as per 7.1.

8.5. It is always assumed that our Solution and/or service is required by the Customer and CWT will not make any attempt to cancel or stop the service unless the Customer complies with clause 8.3 under the terms and conditions of service.

8.6. Without prejudice to its other rights under this agreement, CWT may additionally suspend the Customer and/or all the users' access to the relevant service(s) where payment on outstanding charges have not been received within 7 days of the invoice due date, and where

those charges are not being disputed in good faith, or where any agreed credit limit on the charges has been exceeded by the Customer.

9. Technical Support

9.1. CWT will use reasonable endeavours to rectify faults within the target response time (TRT) specified in the Service Level Agreement (SLA) as set out in the Solution Description. The TRT will be suspended while CWT is awaiting the Customer's response or action, or that of a Customer supplier. CWT will keep the Customer informed of any changes to the TRT and the TRT ends when CWT reports the Services are fully restored.

9.2. Contact details for the Customer's First Line Support are set out in the SC Description.

9.3. CWT will try to rectify any faults remotely, and if this fails then a call out request will be booked in with a 3 working day SLA.

9.4. Any faults found that are not the fault of CWT or SC will be charged at the call-out rate found in the current price guide.

10. Consequential Loss

10.1. CWT shall not be responsible for any business loss due to any part of our product or service failing. However, we will make best endeavour to ensure you, the customer, are updated on any issues should they arise and resolve them as quickly as possible (as long as the fault is with CWT or its equipment). CWT shall not be responsible for any network downtime whilst we are assisting in trying to gain reconnection information.

11. Your Information

11.1. The Customer, and anyone the Customer buys services for, agrees that CWT, their group companies, and their carefully selected business partners can use information about users including information about use of CWT's network and services and related products. CWT and such parties may also use the given address to tell the Customer about their products, services and third party offers that may be of interest to the Customer, and for research and analytics purposes. The Customer can ask CWT to stop sending them direct marketing at any time.

12. Service Performance

12.1. CWT can only give a predicted speed of service based on reports from the network, and as such cannot be responsible for any decrease or increase in speeds that the Customer may notice, due to the nature of the mobile networks and contention.