

## TERMS AND CONDITIONS

### YOUR AGREEMENT WITH US (this “AGREEMENT”)

In the event of any conflict or inconsistency between the terms within these conditions and the any proposal or quotation supplied, the terms within these conditions will prevail.

### PARTIES

(1) **COMPLETE I.T. Ltd** , whose registered office it at Oakingham House, London Road, High Wycombe, Bucks, HP11 1JU ("**CIT**")

(2) **Client** named on the proposal these terms accompany ("**Client**")

### DEFINITIONS

In this agreement terms and expressions have the following meanings unless the context otherwise requires.

**“Client”** the entity or person listed on this agreement who will be using the Service

**“Equipment”** the telephone handsets or any other equipment we may provide as part of the Service.

**“Network(s)”** the Local Area Network, network equipment, computer systems, and local cable infrastructure, at the Sites, to which the Service will be connected.

**“Portability”** shall have the meaning given to it in General Condition 18 of the General Conditions published by Ofcom under section 48 of the Communications Act 2003 as may be amended from time to time

**“Required Date”** the date you wish the Service to commence.

**“Service Fee”** monthly recurring fee for the Service which may be individual fees for individual Services or a combined fee covering multiple Services.

**“Site”** the location where a Client requires the Service.

**“User”** each person at the Client entitled to use the Service and who has their own extension.

**“Working Day”** any day falling on or between Monday to Friday, but excluding all English public and bank holidays.

**“You”** the entity which contracts with us as recorded on this agreement.

**“We” or “Us”** Complete I.T. Ltd.





## 1. THE SERVICE

- 1.1 We will supply you with the hosted telephony service known as Complete I.T. Telephony (“the Service”) in accordance with this agreement.
- 1.2 The Service is purchased on a periodic basis as set out in this agreement.
- 1.3 Each Service will be provided for the periodic term as set out in clause 8.
- 1.4 We will provide the service levels as set out in the schedules to this agreement and we shall use reasonable endeavour to meet these times and dates save that time shall not be of the essence in respect of these times or dates and you acknowledge that all timeframes are estimates only and that service levels set out in Schedule 1 and 2 are target service levels only and we shall have no liability to you should they not be met by us.
- 1.5 To enable us to provide the Service, you will ensure that You:
  - 1.5.1 Prepare the Sites and its networks in accordance with our guidelines to use the Service;
  - 1.5.2 Provide full access to Your Sites and networks and make available such office and technology facilities as may be necessary for Us to provide the Service,
  - 1.5.3 Provide a suitable operating environment for the equipment in accordance with the manufacturer’s operating instructions,
  - 1.5.4 Promptly furnish us with such information and documents as we may reasonably require for the setup & proper performance of the Services,
  - 1.5.5 Obtain all third party consents, licenses and rights reasonably required in order to allow us or our subcontractor to provide the Service and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Services;
  - 1.5.6 Put in place adequate security and virus checking procedures in relation to any computer facilities to which you provides us with access; and
  - 1.5.7 Have sufficient internet bandwidth to use the Service.
  - 1.5.8 Have telephone headsets (if you wish to use headsets), that are compatible with our system and provided handsets. We cannot guarantee the interoperability of existing headsets with our system. Complete I.T. cannot guarantee that the desktop communicator or mobile apps will function on organisations’ networks CIT do not control as a network firewall or other device may interfere with traffic.
- 1.6 The Service supports 999 public emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line





999 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances, Client should operate a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify Client's location and telephone number so this information should be stated promptly and clearly when making such a call.

1.7 We shall comply with requests for Portability on reasonable terms from other communications network operators as soon as reasonably practicable.

1.8 We shall provide Portability services to you in accordance with our "Number Portability Policy" which is available on request.

## 2. YOUR OBLIGATIONS

2.1 You will not allow any unauthorised person or any third party to access or use the Equipment and / or the Service, and shall take all reasonable security precautions to avoid such unauthorised access or use, and / or add to, modify, or interfere with in any way, the Equipment and / or the Service. Any call costs or other costs that arise as a result of unauthorised use shall be the responsibility of and must be met by Client.

2.2 The Service permits you to upload music files for the music on hold feature. You agree to obtain any necessary licenses and consents as may be required and agree to indemnify Us from any direct or indirect claims where you fail to do so. If you require further information on this then please contact the Performing Rights Society (PRS).

## 3. YOUR USE OF THE SERVICE

3.1 You will not use the Service in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant's legal jurisdiction) ("Laws"). You will indemnify, and keep us fully indemnified, against all costs, claims, demands, expenses, and liabilities arising out of, or in connection with, any claim that the Service (or its use) infringes any Laws.

3.2 You warrant that any material and / or communication received, transmitted, hosted, or otherwise processed using the Service by Client will not be menacing, of a junk mail or spam like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations, or laws to which the Service is subject, and will not infringe the intellectual property rights of Complete I.T. Limited or any third party. You will indemnify and keep us fully indemnified against all costs, claims, demands, expenses and liabilities arising out of or in connection with any breach or reasonably suspected breach of this Clause

3.3 You agree that:





- 3.3.1 All Equipment will be housed in accordance with Complete I.T.'s instructions,
- 3.3.2 Equipment shall be kept at the Client's premises and stationary at all times,
- 3.3.3 The Client will not add, modify, relocate, reconfigure or in any way interfere with the Equipment,
- 3.3.4 The Client will not cause the Equipment to be removed, repaired, serviced or otherwise attended to except by authorised representatives,
- 3.3.5 The Client will not remove, tamper with or obliterate any words or labels from the Equipment of any parts thereof
- 3.3.6 The Client will not use the Equipment except in accordance with such written instructions as may be notified by us or our subcontractor from time to time.

#### 4. EQUIPMENT MAINTENANCE

- 4.1 You shall be responsible for all maintenance of the Equipment.
- 4.2 Save as expressly provided by this Clause 5 we do not give any warranty condition or undertaking as to the state of such Equipment other than that the configuration work will be performed correctly.

#### 5. RISK AND WARRANTY

- 5.1 On delivery of the Equipment to you full risk of damage to, or loss of, such equipment shall pass to you.
- 5.2 For a minimum period of 12 months from delivery, if any Equipment materially fails to comply with the manufacturer's specifications (a "defect"), you will immediately notify us of such defect, and we will investigate such defect. If we agree that the Equipment has a defect, we will replace the Equipment.

#### 6. FEES AND PAYMENT

- 6.1 All pricing and service levels will be set by Complete I.T. and may be amended from time to time.
- 6.2 The prevailing price for the Service shall be the price set out in this Agreement at the date the Service is purchased by you. Prices for subsequent orders made after this agreement may have different pricing.
- 6.3 If Client does not have an active Complete I.T. Manager, Complete I.T. Response or Complete I.T. Support agreement, that includes Complete I.T. Helpdesk services, a £5 (five) monthly charge per active Complete Telephony license assigned to Client (as part of this Agreement, subsequent license additions or agreements) will become due by Client. This fee is for the provision of support services provided by Complete I.T. for the support of Complete Telephony that would otherwise be provided as part of our Complete I.T. Helpdesk services. This charge will become active on the date said Complete I.T. Manager, Complete I.T. Response or Complete I.T. Support agreement with Complete





I.T. helpdesk services becomes inactive, will run according to the Term of this agreement and any subsequent agreements for the provision of Complete Telephony to Client as set out in section 8 and collected by Direct Debit alongside licensing charges already being collected from Client.

## 7. SERVICE SUSPENSION

- 7.1 By giving reasonable notice to you, or if this is not practicable, such notice as is reasonably practicable in the circumstances, we may suspend the Service (or any part of the Service) for reasons to include but not limited to:
- 7.1.1 For operational reasons in accordance with the service levels, or
  - 7.1.2 If required because of a regulatory or legal change, or
  - 7.1.3 If we are obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the Service, or
  - 7.1.4 If your use of the Service may damage or disrupt the proper functioning of the infrastructure and or equipment used to provide services to our other Clients, or
  - 7.1.5 If we have reasonable grounds to believe that you are in breach of your obligations, and you either fail to remedy that breach or fail to demonstrate to our reasonable satisfaction that no breach took place within two (2) Working Days of written notice of the suspected breach for a serious breach (serious breach to include, but not limited to, a breach likely to cause serious damage to us or our brand, or that of our contractors, or result in legal action by a third party) or within ten (10) Working Days of written notice of the suspected breach for other breach,
  - 7.1.6 If an undisputed invoice (or an undisputed part of an invoice) is not paid in full by the due date, provided that we have given you at least five (5) Working Days' notice of such nonpayment. Suspension of the Service shall cause our service level obligations to be excluded for the period of the suspension. Such suspension of the Service shall continue for as long as any of the circumstances in Clauses 8 continues.

## 8. TERM AND TERMINATION

- 8.1 Your obligations under this Agreement will commence on the date this agreement is signed by You.
- 8.2 Where you have purchased a recurring license including a free of charge handset (handset specification to be determined between the parties) the initial minimum term of contract for each Service you purchase is 36 Months (unless otherwise agreed by us in writing). At the end of the initial minimum term, the contract will automatically renew for a further period of ninety (90) days, on a rolling ninety (90) days basis, unless we receive prior notice from you giving a minimum of ninety (90) days written notice of your wish to terminate the Service. Such termination is not to take place





earlier than the expiry of the current term or renewed term. The term commences upon the installation of the solution as deemed by Complete I.T.

- 8.3 Licenses may be terminated mid-term up to a maximum of 10% of the initial licensing total quantity. Termination earlier than the expiry of the initial 36 month term will be subject to an early termination fee of £100.00 + VAT per license.
- 8.4 Free of charge handsets remain the property of Complete I.T. Ltd until the initial minimum Term has elapsed and all fees due under the term by Client have been paid to Complete I.T. If licenses are terminated mid-term in accordance with section 8.3, all free of charge hardware must be returned to Complete I.T. Ltd.
- 8.5 Where within the Initial Term you require additional phone lines for more Users beyond those that you initially purchased (“extensions”) if such extensions are added within 6 months from the start date of the Initial Term then such additional extensions shall terminate on the date of the original extensions. Where additional extensions are added after the 6 month period then such extensions shall be subject to a new Initial Term unless otherwise agreed by us in writing.
- 8.6 We shall have the right, by giving written notice to you, to terminate the Agreement immediately if you:
  - 8.6.1 commit any material breach of your obligations and fail to remedy that breach within twentyeight (28) days of written notice of that breach. The twenty-eight (28) day period only applies where a breach is capable of remedy; if it is incapable of remedy, the Agreement may be terminated by written notice immediately), or
  - 8.6.2 have a winding up petition presented, or enter into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency), or makes an arrangement with your creditors or petitions for an administration order, or has a receiver or manager appointed over any of your assets, or generally becomes unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.
- 8.7 We may terminate the Service or part thereof on 90 days written notice to you provided that such notice extends the termination date beyond the end of the minimum term as set out in this Agreement.
- 8.8 Where the Agreement is terminated or otherwise brought to an end, all Fees for the remainder of the initial term or the renewed term (as applicable) shall become payable immediately.
- 8.9 If you cancel an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by us, you agree to reimburse us for any costs we have incurred in preparing to deliver the Service in addition to the standard cancellation charge, as may be applicable at the time.





- 8.10 We shall have the right to terminate the Agreement immediately if required because of a regulatory or legal change or are required to do so by a direction of Ofcom.

## 9. LIABILITY

- 9.1 We shall not be liable for any delay or failure in performing our obligations or failure to meet any dates under the Agreement caused by any circumstances beyond our reasonable control (such circumstances including, without limitation, any regulatory or legal change).
- 9.2 All warranties, conditions, obligations, or implied terms which are implied into the Agreement by statute, custom, or law are hereby excluded to the maximum extent permissible in law.
- 9.3 We do not exclude or limit our liability for death or personal injury caused by our negligence, and/or
  - 9.3.1 Breach of the obligations arising from section 12 of the Sale of Goods Act 1979 (seller's implied undertaking as to title, etc.), and / or
  - 9.3.2 Breach of the obligations arising from section 2 of the Supply of Goods and Service Act 1982 (implied terms about title, etc. in certain contracts for the transfer of property in goods), and / or
  - 9.3.3 Fraudulent misrepresentation.
  - 9.3.4 We shall not be liable to you for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, loss of data and / or perceived damage to reputation.



## SCHEDULE 1

### SUPPORT LEVELS

SUPPORT SERVICE	STANDARD	EXTENDED
Complete I.T. Helpdesk Service	8AM – 6PM Mon – Fri*	Extended Support Hours available as part of Complete I.T. Out-Of-Hours service. Please discuss with your Account Manager.

(\*Only provided on working days)

CATEGORY	DESCRIPTION	FIRST RESPONSE TIME (Standard Hours Only)
Priority One	The Client Site is unable to receive any of the services provided by the Platform	2 hours
Priority Two	The Client Site is unable to receive some of the services provided by the Platform but not all of them	24 hours
Priority Three	The Client Site is able to receive the services provided by the Platform but there has been a problem noted.	48 hours
Hardware Issue	There is a fault with the Hardware used as part of the Platform	As per the manufacturer warranty turnaround time





## SCHEDULE 2

### SERVICE LEVELS & LEAD TIMES

#### Provisioning

All stated timelines are from the receipt of a fully validated order and they exclude any activity that requires site survey, non-gold addresses or installations that require additional line plant. Timelines are subject to supplier engineer availability and failure to meet the guidelines below will not result in any financial compensation.

All timelines are stated in working days.

#### Repair

Please note that the following table excludes service requests and is based on the assumption that the incident has been successfully reported by telephone to the appropriate department. All resolution timescales are based on the delivery of either full resolution or workaround and any issue requiring significant product development will follow standard service request principles. For faults where we need to involve our external suppliers, the following Service Levels may not apply, although the target resolution timeline will still be our aim.

Failure to meet the guidelines below will not result in any financial compensation.

All timelines are in working days.

PRODUCT	PRIORITY OR CARE LEVEL	TARGET RESOLUTION TIMELINE
Complete I.T. Telephony platform	High - Loss of service - single client or service	12 clock hours
Complete I.T. Telephony platform	Medium - Disrupted service	5 working days
Complete I.T. Telephony platform	Low - Single number destinations or Quality of Service	10 working days





PRODUCT	ORDER TYPE	TARGET PROVISION TIMELINE
Complete I.T. Telephony	Delivery of Handsets	5 days (subject to completed site survey, access provision, access and agreed installation date)
Number Porting	Single numbers	4 – 7 days (maximum lead times shown, dependent on current Communications Provider)
Number Porting	Multiline (no DDIs)	7 – 10 days (maximum lead times shown, dependent on current Communications Provider)
Number Porting	Multiline (with DDIs)	17 – 25 days (maximum lead times shown, dependent on current Communications Provider)

Please note that clock hours run during the time in which the fault is within our control. Where a fault is with the Client for further action, the clock stops and will restarts when details are confirmed back to us.

