Bridge Solutions (UK) Limited trading as
Excalibur Voice and Data – Part of the Excalibur Group

TERMS AND CONDITIONS – LG PBX

1. Contract

1.1. This contract is made between the party named on the Sales Order (hereafter referred to as "The customer") and Excalibur IT (a trading name of Bridge Solutions UK Ltd)**,** (hereinafter referred to as "The Company") whose correspondence address is Priam House, Fire Fly Avenue, Swindon, SN2 2EH

1.2. The details recorded on the sales order, together with these conditions of contract shall form the basis of a binding contract between the parties except that such contract shall not become binding on the parties until an acknowledgement of order signed by an authorised representative of The Company has been delivered to The Customer, delivery of such acknowledgement shall be deemed to be 3 working days after despatch from our office by first class post.

1.3. All quotations and tenders are given and contracts are made by The Company subject to and only upon these terms and conditions which cannot be varied, unless previously agreed in writing by The Company and these terms and conditions supersede, and are to the exclusion of, any other terms and conditions appearing elsewhere including any terms and conditions of the customer and any course of dealing establish between The Company and The Customer.

1.4. Tenders and quotations may be withdrawn or varied by The Company at any time and unless otherwise specified shall be deemed to be withdrawn automatically 28 days from their date of issue. No binding contract will in any case arise until The Customer's order is accepted in writing by The Company (and any such contract shall be conditional upon the credit status of The Customer being to The Company's satisfaction).

1.5. No variation of the terms of this contract however notified will be accepted unless authorised in writing by a Director of The Company.

2. Specifications

2.1. The customer shall be responsible for ensuring that any drawing, sketches, specifications, descriptions or other instructions supplied by The Customer or any agent or representative of The Customer in connection with the manufacture sale or installation of any goods or the supply of any services are accurate and meet the customers requirements and the Customer shall indemnify and hold The Company harmless in respect of any liability, loss, injury, damage, demand, cost charge or expenses which may be incurred or sustained by The company by reasons of or arising directly or indirectly out of any claim in respect of any inaccuracy in respect of any such drawing, sketches, specifications, descriptions or information in relation thereto.

3. Description

Any illustrations, samples or descriptive material, including drawings, specifications of weight, capacity or dimensions and particulars of shade shall not form part of the contract but shall be treated as approximate only unless specifically stated otherwise. Any savings quoted are illustrative only. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of The Company and must not be copied or loaned or transferred.

4 Estimated Time

4.1. The Company shall make reasonable efforts to execute the contract within the quoted period which period shall (unless otherwise specified) commence from the date of receipt by The company of all instructions and information for the execution of the contract, including when applicable the arrangement of credit facilities, but such time is not guaranteed nor deemed to be of essence of the contract. The estimated time for completion of the contract by the Company shall be extended by a reasonable period if there is any delay caused by industrial dispute or by any cause beyond the reasonable control to The Company. The company shall not be obliged to notify the customer of any such delay. Any dates quoted by The Company for the delivery of the goods are approximate only and shall not form part of the contract and The Customer acknowledges this.

4.2. The Company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the customer to refuse to accept any delivery or performance of a or repudiate the contract.

5. Delivery

5.1. The Customer shall provide The Company with any necessary instruction for the delivery and/or installation of the goods within a reasonable period prior to the installation date advised by the company to The Customer. The goods are delivered to The Customer when The Company makes them available to The Customer or any agent of The Customer or any carrier of The Customer (who shall be The Customer's agent whoever pay's it's charges) at The Customer's premises or other delivery point agreed by the parties.

5.2. Risk in the goods passes when they are delivered to The Customer.

5.3. If by reason of instruction or lack of instruction from The Customer the installation of any goods in accordance with the contract is delayed for 28 days after The Company has given notice in writing to The Customer that the goods are ready for installation the goods shall be deemed to have been installed in accordance with the contract and thereafter the goods shall be deemed to be at risk of The Customer. The customer shall pay to The Company the reasonable cost of storing, protecting and preserving such goods after the expiry of such period of 28 days.

5.4. Where the goods are delivered by instalments no default of failure by The Company in respect of any one or more instalments shall vitiate the contract in respect of the goods previously delivered or undelivered. Furthermore, delay in the installation of any instalment shall not entitle The Customer to treat the contract as at an end or to reject any other instalment.

5.5. If by reason of refusal of delivery or installation the contract shall be deemed to be complete in accordance with Clause 5.2. then payment shall be made by the Customer to The Company of the balance of the contract price within 7 days.

5.6. The responsibility for the cost of connection to the Public Switch Telephone Network (PSTN) and/or the provision of additional lines to the PSTN lies with The Customer.

6. **Finance**

6.1 It is agreed that where The Company approaches a finance provider to arrange finance then The Company acts as an agent for The Customer and not for the finance provider.

6.2 The Customer undertakes to supply all information requested by the finance provider for the purpose of credit vetting, including where required, the home address of Directors, Partners or Proprietors.

6.3 Where third party indemnities are required by the finance provider failure to provide such indemnities, shall institute a breach of the terms and conditions of this contract and shall entitle The Company to retaining any deposit paid by The Customer.

6.4 After installation is completed and The Customer has signed the Satisfaction Certificate any failure by The Customer to complete the finance agreement documentation and commence payments in accordance with the terms of the finance agreements shall render The Customer liable to pay The Company the whole of the contract price (plus VAT) as defined in Clause 8.2. Within 7 days of presentation of an invoice.

7. **Transfer of Risk and Insurance**

7.1. Goods shall be at The Customer's risk from the moment of installation or deemed delivery (as described in Clause 5.2.) whether or not property in the goods has passed or payment or part payment made therefore and thereafter The Customer shall be responsible for insuring the goods.

8. **Price**

8.1. Cash Sales. The contract price is as stated on the signed acknowledgement of order sent by The Company to The Customer and is exclusive of Value Added Tax or any other tax or duty payable, the amount of such taxes or duties shall be added to the contract price and shall be payable by The Customer in the same manner as the contract price.

8.2. Finance Plans. Where the goods are supplied under the terms of a finance agreement the contract price is the total of the deposit plus all the periodical instalments as defined in the finance agreement.

8.3. Unless otherwise specified the contract price is based on the assumption that the goods and/or services will be installed in one continuous visit to the site and accordingly The Company may at its discretion at any time increase the contract price to take account of any additional costs to The Company (including but not limited to storage and delivery costs) by reason of the installation of the goods or services in more than one visit.

9. **Payment**

9.1. Cash Sales. A deposit equal to one half of the contract price plus VAT is required at the time of placing the order. The balance of the contract price plus VAT is payable immediately upon completion of the installation of the goods.

9.2. Finance Plans. Where payment is arranged through a finance provider payment shall be in accordance with the terms of the finance agreement.

9.3. If payment of any sum payable to The Company is not made on or before the due date the Company shall be entitled to charge interest thereafter on such sum at the rate of 10% per annum above the current base rate of Barclays Bank such interest being deemed to accrue from day to day and being compound on the last day of each calendar month.

10. **Retention of Title**

10.1. Notwithstanding the earlier passing of risk, title in the goods shall remain with The Company and shall not pass to The Customer until the amount due under the invoice for them (including if appropriate, interest and costs) has been paid in full.

10.2. Until title passes The Customer shall hold the goods as Bailee for The Company and shall store or mark them so that they can at all times be identified as the property of The Company.

10.3. The Company may at any time before title passes and without any liability to The Customer.

10.3.1 Repossess and dismantle and use or sell all or any of the goods and by doing so terminate The Customer's right to use, sell or otherwise deal in them: and

10.3.2 For that purpose or determining what if any goods are held by The Customer and inspecting them enter any premises of or occupied by The Customer.

10.4 Until title passes the entire proceeds of sale of the goods shall be held in trust for The Company and shall be held in a separate designated account and not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as The Company's money

10.5 The company may maintain an action for the price of any goods notwithstanding that title in them has not passed to The Customer.

11 **Guarantee**

11.1. The Company shall have no liability to The Customer for any loss or damage of any nature arising from any breach of any expressed or implied warranty or condition of the contract or any negligence, breach of statutory or other duty on the part of The Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the contract except:

11.1.1 For death or personal injury resulting from The Company negligence; and

11.1.2 As expressly stated in these conditions

11.2 The liability of The Company shall apply only to defects that appear under proper use and under conditions of operation not more onerous than those declared to The Company and in particular shall not apply to defects which arise from The Customer's neglect. Misuse, faulty maintenance or from alteration carried out without the prior written consent of The Company or from repairs carried out improperly by The Customer or his servants or agent or arising from normal wear and tear.

11.3 Any repaired or new parts will be delivered by The Company to The Customer free of charge. Any goods which have been returned to The Company and replaced by The Company shall become the property of The Company.

11.4 The company will; under no circumstance allow deductions from or set off against any sum due to The Company and all invoices must be paid in full. The Company reserves the right to charge for the cost of repairs where the damage has resulted from misuse or unauthorised repair or alteration of the goods by the customer.

11.5 Neither acknowledgement or receipt nor investigation by The Company of any claim hereunder or consent under shall constitute or imply admission by The Company of any liability in respect of such claim.

11.6 In no circumstances shall The Company's liability exceed the contract price of the defective goods. Liability shall attach to The Company only if the relevant goods or services have been paid for in full. Failure of The Customer to carry out any of The Customer's obligations shall relieve The Company of any liability. Under no circumstance shall The Company be liable in any event for consequential loss, special damages or other indirect loss however arising, whether or not The Company knew or ought to have known that such losses or damages might be incurred, including without limitation loss of income profits, interest or loss of markets.

11.7 Where a maintenance contract exists The Company liability for repair, replacement, renewal shall be transferred to the specified maintenance company upon completion of the installation.

12. Cancellation Consequences

12.1. When the order has been acknowledge by The Company as provided in Clause 1.1 it is not cancellable except as provided in clause 12.2

12.2. Should the Company be unable to obtain finance on the terms originally proposed or on other terms acceptable to The Customer then the Company will return the deposit received from The Customer and no further liability shall attach to The Company.

12.3. Without prejudice to any other remedy, which The Company may have, in the event of The Customer cancelling the contract, The Company shall be entitled to charge The Customer for all expenses incurred by The Company in respect of such contract to the date of cancellation and any loss of profit arising by reason of the cancellation of such contract.

12.4. The Company shall be entitled to charge / claim any and all legal costs in full in relation to any claim which must be made due to breach of contract

13. **Miscellaneous**

13.1. Unless otherwise specifically agreed, goods and services shall not be required to comply with any direction, regulation or provision of any foreign law or governmental authority, including without prejudice to the generality of the foregoing any direction, regulation or provision relating to safety.

13.2. No warranty is given by The Company that the use of the goods for any purpose does not infringe any British or foreign patents.

13.3. Unless otherwise specifically agreed The Company shall be entitled to fix to any goods legends bearing The Company's name and/or trademarks or other marks

13.4. No forbearance or indulgence shown or granted by The Company to The Customer whether in respect of these conditions or otherwise shall in any way affect or prejudice the rights of The Company against The Customer or be regarded as a waiver of any of the conditions.

13.5. This contract shall be governed by the construed in all respects in accordance with English law and The Customer hereby submits for all purposes of and in connections with this contract to the non-exclusive jurisdiction of English courts.

13.6. The company has a policy of continuous improvements to its products and service and reserves the right to alter specification without prior notice.

13.7. The Customer shall ensure that suitable earthed mains electricity supply of 240v to Institute of Electrical Engineer's wiring regulation currently in force is available within 3metres of the central Processing Unit.

13.8. The Company may contract the performance of this contract in whole or in part.

13.9. The Customer shall not at any time whether before or after the termination of this contract divulge or use any unpublished technical information deriving from the contract for any other confidential information in relation the company's affairs or business or method of carrying on business.

13.10. The company shall not be liable for any failure in the performance of any of it's' obligation under this contract caused by factors outside its control.

13.11. The Company shall not be liable for any amount over and above the agreed amounts on this contract for the settlement of any outstanding lease agreement on the customer's existing telephone system. It is the sole responsibility of the customer to provide the correct information (to the company) regarding the amount (net of VAT) of each payment and how many payments there are outstanding at the time of entering into this contract.

13.12. The company shall not be liable for any amount over and above the agreed ISDN subsidy towards the one-off BT upgrade fee for converting the customer's analogue BT lines to digital lines. The company manages BT requirements on behalf of the customer and it is the responsibility of the customer to pay BT directly for any costs associated with this contract.

13. **General Data Protection Regulation**

13.1 Protecting your personal information is incredibly important to Excalibur. Our privacy policy which sets out how we do this is available here: https://www.excaliburcomms.co.uk/gdpr-policy/. This policy explains the information that we hold, how we use it, and how long we keep it for.