

TERMS AND CONDITIONS

1. All pricing is subject to VAT.
2. By signing this order you are confirming that you accept (a) the terms set out below and as relevant at www.Techsupportgroup.co.uk and (b) the pricing and specification set out above, and are irrevocably placing an order with Techsupportgroup Limited ("we", "us") incorporating these terms. This means that by signing this order you are offering to enter into a legally binding contract with us, comprised of the Order Details and Summary above and the Terms and Conditions BUT a contract will not be formed until we have sent you an email accepting your order. This will be sent by the Desk Based Project Manager assigned to your job, FOLLOWING THE COMPLETION OF THE PLANNING CONFERENCE CALL. Please note on this call any additional engineering charges will be identified and will require a new order.
3. All engineering charges are based on time related charges at the daily/hourly rates and our estimate of how long the installation will take as detailed in the quotation above. Should the project take additional engineering time due to omissions or changes made by the customer or their associates, any additional engineering time will be charged to the customer at the daily/hourly rates as detailed in the quotation above. Examples of omissions or changes that may incur additional charges include: customer changes to the agreed specification or programming of the system; the customer's site not being ready or prepared on the agreed installation date; the customer's LAN or IT infrastructure not being suitable for the requirements of the telephony application being installed; our engineers being unable to gain access to the customer's premises at the agreed time/date.
4. Minimum contract is 12 months, with 1 months notice required for cancellation thereafter.
5. A deposit is required on confirmation of order equivalent to 50% of the telephone and switching equipment cost, plus any other deposit where applicable. A proforma invoice will be issued and the deposit will be taken by direct debit on or after 6 days from receipt of order. The balance of this equipment cost will be invoiced on completion of work and payment taken by direct debit 14 days from invoice date. Other initial one-off costs will be invoiced on the first monthly invoice after the completion of work. Recurring service charges will be invoiced monthly in advance of the service period. All monthly invoices will be paid by direct debit. Direct debit payment for your monthly invoice will be taken on or after the 5th last working day of the calendar month of invoicing.
6. Goods remain the property of Techsupportgroup Limited until paid for in full.
7. Techsupportgroup Limited shall not be liable under or in connection with this agreement whether in contract, tort otherwise (including liability in negligence) for any indirect or consequential loss, including but not limited to, corruption or destruction of data, any business, revenue or profit, anticipated savings or for any other financial loss whatsoever.
8. This agreement shall come into force on and with effect from the date of signature, and shall continue thereafter subject to the terms hereof unless terminated by either party giving to the other not less than one month's prior written notice.
9. All sums due to Techsupportgroup Limited shall be payable by the customer within fourteen days of the date of the relevant invoice, but Techsupportgroup Network Services shall have the right to request payment on demand if the customer fails to make payment within fourteen days. The time of payment of all sums due to Techsupportgroup Network Services is of the essence.
10. Both parties shall fully comply with the data protection laws in force from time to time in so far as they relate to the agreement and shall procure that their employees shall observe the same laws.
11. Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.
11. If any provision of this Agreement is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall, to the extent possible remain legal, valid and enforceable.
12. This Agreement shall be governed by and construed in accordance with English law and English shall be the appropriate language and translation of this Agreement.
13. The parties hereto irrevocably submit to the exclusive jurisdiction of English courts for the purpose of hearing and determining any dispute arising out of this agreement and for the purpose of enforcement of any judgement against their respective assets.
14. Full current terms and conditions apply and are available on our website: www.techsupportgroup.co.uk/terms.
15. The 3CX Cloud is supplied under the assumption that there is an existing structured cabling (CAT5e/CAT6) infrastructure in place and no cabling costs are included in this proposal.
16. Techsupportgroup SIPStream circuits are provided for exclusive use with 3CX Cloud™ and do not provide general Internet access.
17. Please note Important Information regarding call capacity on BTW DSL Circuits: BTW ADSL Max/2+ Premium/VDSL Circuits are not designed to carry voice and are NOT recommended for use by Techsupportgroup. Using these circuits may result in serious call quality issues; further problems may be caused by stability issues which may lead to call drop-outs or call cut off during a call. Where Voice Approved SDSL is available we will install this instead of BT ADSL/VDSL as a dedicated circuit, where not available we may provide normal ADSL/VDSL **at your request** but please be aware that 10% or more of these circuits will not prove suitable for voice when installed but you will still need to pay any installation and rental costs. **We provide no guarantee or warranty of voice quality on any non-Approved Voice circuit – if you request us to provide voice services over non-approved/recommended circuits it is entirely at your own risk.** Should you choose to use any non approved or recommended circuit and you do have call quality/quality of service issues we may or may not provide any support.
18. All calls will be billed by Techsupportgroup on a per second basis and with a 1p minimum call charge. For a list of call charges, please contact your account manager.
19. Headsets are not covered by support but by a standard 1 year return to manufacturer guarantee. You will need to return to Techsupportgroup at your expense.
20. On acceptance of your order, Techsupportgroup will provide a programming sheet detailing how your 3CX Cloud server will be programmed. Your project manager will assist you with the completion of this sheet. Once complete, you must sign to confirm the required programming specification which Techsupportgroup will then configure on your 3CX server. A total of 1 hour of additional programming, not exceeding 4 individual programming requests, may be made in a period of 30 days following project completion without charge. Any further programming requests or those received after this period will be charged at standard Techsupportgroup programming rates.
21. Techsupportgroup always strive to provide market leading call pricing to our customers based on competitive margins, however this means that it may be necessary to increase the cost of a particular destination without notice due to increases in our input costs. Call rates at time of billing are available on request.
22. Techsupportgroup supplied SIP trunks or hosted telephone systems (SIP Communicator, Hosted PBX and 3CX Cloud) are provided for use over a Techsupportgroup voice- approved circuit or an agreed 3rd party data circuit at the point of sale. Should a customer subsequently request to change the known method of deployment such that the SIP trunks or hosted telephone system are to be used over a circuit or data connectivity solution which is different to that originally agreed and no longer provides adequate QoS Techsupportgroup may not be able to continue to support or supply the SIP trunks or hosted telephone system.
23. Telephone calls are subject to our telephony terms and conditions – see www.Techsupportgroup.co.uk/support/terms-and-conditions

11. CEASES

Please note that if this circuit is replacing another circuit you **MUST** ask in writing for a Cease Request Form to be sent in respect of the circuit to be ceased. It is your responsibility to ensure that you specifically ask us to cancel any circuits that you no longer require. We will continue to charge you for circuits where you have not requested and completed a Cease Request, regardless of whether you are moving out of a site and we are managing this move.

12. ORDER CONFIRMATION

Please proceed with the above order as detailed:

Name:	Date:
Signature:	Position:

Please sign above to confirm agreement to the costs and Terms and Conditions detailed.

Techsupportgroup Limited, Company Registration No: 05019236

Registered Office - Sovereign House, 155 high Street, Aldershot, Hampshire, GU11 1TT, Tel/DDI: 0203 327 2090