

Terms and Conditions

| GTL Managed Services Limited (The Company) | |
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| <p>1. Acceptance</p> <p>1.1. These conditions apply to all orders for the goods and services made by the customer after the date shown above. Any quotation issued by The Company shall be open for acceptance by the customer for 30 days from the date of issue.</p> <p>2. Goods and Services Tax (GST)</p> <p>2.1. All prices quoted are GST exclusive.</p> <p>3. Rental and/or Lease Agreements</p> <p>3.1. The rental and/or lease term is 60 months unless otherwise stated.</p> <p>3.2. In signing (accepting) this quotation (the agreement) the customer authorises The Company and its' agents to carry out a credit check on the customer and its' directors with any credit information facility.</p> <p>3.3. All Rental and/or lease documentation are to be completed and in possession of The Company before installation commences.</p> <p>3.4. All rental and/or lease options are subject to approval by The Company and may require a deposit.</p> <p>3.5. All deposits are to be paid to the lease company before installation commences.</p> <p>3.6. At no stage will ownership pass to the customer.</p> <p>4. Cash. Payment Terms</p> <p>4.1. 25% Deposit is required with order. 75% is to be paid within 7 days from date of invoice.</p> <p>4.2. The customer may not withhold payment or make any deduction from or set off against the contract price.</p> <p>4.3. For cash and lease to own agreements ownership will pass to the customer once all monies and or lease to own obligations have been discharged</p> <p>5. Cancellation</p> <p>5.1. Any cancellation of this agreement is at the sole discretion of The Company, this is a binding contract.</p> <p>5.2. Cancellation if permitted, will incur cost to the customer as follows, 75% of the total cost of total cost of supply and installation of hardware and software or actual cost incurred by The Company, whichever is the greater.</p> <p>5.3. Request by the customer for cancellation will be in writing stating reasons. Any costs incurred in recovering cancellation cost will also be the responsibility of the customer.</p> <p>6. Cabling and Accessories</p> <p>6.1. The quotation includes installation to existing cabling. Unless new cabling is specified in this quotation any new cabling provided will be chargeable to the customer a time and materials basis.</p> <p>6.2. If existing extensions are found, during installation, to be inadequate or requiring replacement, an additional charge to the customer will be incurred on a time and materials basis.</p> <p>6.3. Wall mount phone brackets are excluded unless specified in the quotation.</p> <p>7. Telecommunication Network Services</p> <p>7.1. All telecommunication network services (e.g. Spark, Vodafone and any other network providers) cost and services are not the responsibility of The Company.</p> <p>7.2. This signed agreement permits The Company and its' agents to adjust and change the customers telecommunication network services. Any costs incurred with these changes are the sole responsibility of the customer.</p> <p>7.3. Unless specifically stated, no allowance has been made for any early termination costs from the customers' existing telecommunication network services.</p> <p>8. Security</p> <p>8.1. The Company accepts no responsibility for PABX hacking or fraud.</p> | <p>9. Performance and Fault Management</p> <p>9.1. If requested The Company will call at the customer's premises after installation once within 30 days of installation, to complete, at no charge, any re-programming that may be required.</p> <p>9.2. The customer accepts that the hardware supplied under this agreement will perform to the manufactures specifications, only. No commitment by any of The Company's staff will supersede this performance level.</p> <p>9.3. The Company may charge on a time and materials basis for diagnosing and resolving any faults reported by the customer that fall outside The Company's responsibilities under this agreement and are not attributable equipment supplied and installed as a part of this agreement.</p> <p>10. Third Party Suppliers</p> <p>10.1. The Company is not liable for any non-performance of any third party supplier's hardware, software, services and provides no guarantees of connectivity or compatibility.</p> <p>11. Integration</p> <p>11.1. Unless specified and priced, it is the customer's responsibility to supply a suitably specified PC for any software integration.</p> <p>11.2. Unless specified and priced, it is the customer's responsibility to supply a suitably specified PC for call centre agent software and call accounting software.</p> <p>11.3. It is the customer's responsibility to ensure the correct PC's, LAN and WAN integration software packs are loaded and that they are compatible with software being supplied. PC's of a suitable standard must be supplied.</p> <p>11.4. VOIP Network installation, provisioning and costs are not included in this agreement and they are the sole responsibility of the customer.</p> <p>11.5. It is the customer's responsibility to supply a voice quality a "QOS Data Switch" per site with any VOIP solution.</p> <p>12. Warranty and Service contracts</p> <p>12.1. The Company warrants all new equipment supplied for Twelve months (12) from the date of the contract or the date of installation, whichever is later. The Company shall pass on to the customer (to the extent that it is able to do so) any manufactures or suppliers parts warranties.</p> <p>12.2. Non-fixed hardware (e.g. handsets, and cordless phones etc) are provided with a "Back to base" parts warranty. The cost of the return of faulty units to The Company is the responsibility of the customer.</p> <p>12.3. Batteries are not included in any warranties offered.</p> <p>12.4. All Software (e.g. call accounting, voice mail software) in this agreement is not included in any warranty.</p> <p>12.5. The warranty provides for service between 8.30am and 5.00pm and excludes weekends and public holidays.</p> <p>12.6. Any overdue accounts will nullify any warranties offered or expressed.</p> <p>13. DECT Wireless and Cordless Phone Coverage.</p> <p>13.1. The Company provides no guaranteed coverage or range.</p> <p>13.2. Should additional DECT repeaters, transmitters be required these will be supplied at the customer expense and are not part of this agreement.</p> <p>13.3. Batteries for these products are not included in any warranties offered.</p> <p>14. Power Supply</p> <p>14.1. The customer is to provide a reliable and constant 230 Volt power supply.</p> <p>14.2. It is recommended that the customer supply and fit an uninterruptible power supply (UPS) power filter. Unless otherwise stated a UPS is not supplied as part of this agreement.</p> <p>15. Settlement of any existing lease facility has not been allowed for unless specifically mentioned in the agreement.</p> <p>16. Training</p> <p>16.1. It is expected the customer uses the training within one month of the installation, thereafter training costs will be charged to the customer on a time and materials basis.</p> |