

## **Change Connect Terms & Conditions**

### **Overview**

- 1.1 Change Connect provides services in accordance with the respective product brochures for its standard products with the related order for or based on individual offers.
- 1.2 Change Connect does not recognize any terms and conditions of the customer which contradict or deviate from Change Connect's own Terms and Conditions unless it has explicitly agreed to their applicability in written form.
- 1.3 Change Connect are entitled to change its Terms and Conditions at any point, without prior notice, as deemed necessary.

### **2. New Orders**

- 2.1 A signed order form is the final matter of clarification during any order. The quantity, quality and specification for any equipment or service provided by Change Connect shall be as stated in the order form.
- 2.2 If an order form has been accepted and/or acknowledged by Change Connect the opportunity to cancel said agreement is null and void and the order must be seen through.
- 2.3 The customer is responsible for ensuring the order form is accurate for their requirements and as agreed during the sale, as well as ensuring all information provided to Change Connect is correct and given with a timely manner to ensure Change Connect are able to complete all tasks in accordance with its terms.
- 2.4 Change Connect have the right to withdraw the supply of services and/or equipment without liability if such a scenario arises forcing the need to do so.

### **3. Terms**

- 3.1 All contracts are legally binding from point of contract agreement where a signature has been obtained. Any request to cancel after a contract agreement has been made will result in the customer being charged the full cost of the contract.
- 3.2 The Agreement term between Customer and Change Connect Ltd shall commence once the system is fully installed and working, thereafter for the set period of sixty (60) months unless stated differently on the original signed order form.
- 3.3 Customers are obligated to provide written notice of cancellation of services no less than 90 days prior to termination date of contract.
- 3.4 Where notice is failed in accordance with clause 3.3, an additional 12-month term will be applied starting from previous contract end of term dates.
- 3.5 Additional services acquired during the original contract term will commence from their own individual agreement date unless agreed and stated otherwise.

### **4. Property**

- 4.1 Once equipment has been delivered to the customer; the responsibility of the equipment transfers to the customer directly. Any loss or damage caused to equipment on site or once delivery has been made is the sole responsibility of the customer and deeming Change Connect non-liaible.
- 4.2 Until such time where the legal owner of all equipment and services transfer to the customer, Change Connect holds the rights to all equipment and if deemed necessary the customer should deliver the equipment to Change Connect (or the relevant agreed persons) at any given time. If the customer refuses to do so, then this automatically and unconditionally authorises Change Connect to enter upon any premises where the equipment and/or services are stored to repossess the equipment.
- 4.3 At no point or circumstance during the contract is the customer permitted to loan or charge for any equipment/services provided by Change Connect to any third-party consumers/buyers. If the customer does so, all monies owed by the customer to Change connect (or the relevant lease provider) become due and payable immediately. Change Connect have full right to terminate some/all services if the customer fails to make payment of this sum.

### **5. Delivery of Goods/Services**

- 5.1 Change Connect will ensure delivery is made within a reasonable time of acceptance of the order however it shall not be liable for any delays caused during the delivery process. Delivery times are Monday – Friday 09:00 – 17:00.
- 5.2 Deliveries may arrive in multiple instalments dependant on stock availability.
- 5.5 deliveries will be made to the address given during the order process and stated on the signed order form. If a different address is required, notification must be provided by email and Change Connect is not liable for any issues that arise upon delivery to the new requested address. This can range from and include missing items, to late deliveries.

5.6 If the customer fails to take delivery or provide adequate delivery instructions to Change Connect resulting in delivery failure, additional delivery charges will occur and be notified to the customer by their designated account manager at Change Connect.

5.7 In the event Change Connect must provide storage of the equipment due to the non-delivery caused by the client, then additional storage costs will incur.

## **6. Payments**

6.1 Unless stated otherwise in the order form or by written form of communication from Change Connect, the following payment terms apply.

Equipment:	100% payable on the Agreement Date.
Services:	full payment is due upon commencement of the Services.
Deposit (Contract Agreements)	3 months deposit is payable on the Agreement Date, from which this amount will be deducted from the final 3 months of your contract term.
Deposit: (Cabling and immediate works)	30% Deposit payable on agreement of works. 30% Payment due on completion of 50% of works. Final balance payment due on completion of works.

6.2 Invoice Payment Terms:

a) Monthly Billing invoices – Invoices for all monthly billed items are created on the 9<sup>th</sup> of every calendar month and are due for payment within 10 days of date of invoice. Failure to make payment by the date payment is due may result in restrictions on your account and further action being taken.

b) All other invoices – All other invoices are payable upon receipt unless special terms have been agreed otherwise in writing by Change Connect Ltd.

6.3 Where the Customer elects a payment method other than by direct debit, Change Connect reserves the right to charge the Customer an administrative charge of £15 per month.

6.4 In the event of non-payment by an invoice due date, will result in a late payment fee of £35.00 being charged on the next months billing.

## **7.1 Defaults**

7.1 Customers shall be deemed to be in default if they fail to make payment within 30 days after the due date and the receipt of an invoice or equivalent payment demand from Change Connect. They shall be deemed to be in default of payment before the end of the 30-day time limit specified in sentence 1 if they fail to make payment upon receiving a reminder from Change Connect issued earlier but after the due date.

7.2 If the customer is in default of payment, Change Connect shall be entitled to withdraw from the contract or demand damages for breach of contract after an additional time limit set by it has lapsed ineffectively. If Change Connect has no interest in the fulfilment of the contract due to the default of payment, it shall be entitled to withdraw from the contract and demand damages for breach of contract without having to set an additional time limit. Damages shall amount to 80% of the agreed minimum sales and the agreed monthly basic fees at the time of terminating the contract up to the agreed end of the term of contract. The customer shall be at liberty to provide proof of lesser damage.

7.3 Change Connect shall be entitled to charge interest at the annual rate of 5%, accruing daily and being compounded monthly until payment is made. Change Connect reserves the right to assert further claims in connection with delays in payment.

7.4 In addition to point 7.3, When a customer enters default status, the customer must provide full access to the property where the equipment is situated Change Connect. Change Connect will then enter customer premises to collect any equipment situated on site, including but not limited to Telephony systems, data systems and cabling. Full cooperation will be expected from the customer to enable full removal of services/equipment.

7.5 Change Connect reserves the right to change a customer billing to prepayment in the event of repeat default payment or if there is a danger the customer will fail to make payment on time due to other circumstances.

7.6 In full, Change Connect reserves the right to follow the following actions in event of the customer defaulting in payment.

b) Terminate or suspend this Agreement, in whole or part with immediate effect and no prior notice provided to the customer.

c) Collect all on site equipment, including and not limited to, telephony systems, data systems and cabling with full cooperation by the customer. Failure to do so will result in further legal action.

d) Charge customer storage fees for any equipment not delivered or collected from site.

e) Commence legal action on against the customer to reclaim payments not made in accordance with the Agreement.

f) Change Connect reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or immediately suspend performance of all or any of its obligations under this Agreement.

## **8. Customer Obligations**

8.1 The customer is solely responsible for selecting, supplying, and maintaining all its own facilities and equipment. The only exception to this is any facilities or equipment outsourced to Change Connect Ltd as a paid service.

8.2 The customer is 100% responsible for its own data. Change Connect take no responsibility for any data sent or received using the services and the Customer will allow Change Connect to copy, display, and distribute, in addition to other methods, and otherwise use the data solely within the remits of the Agreement to fulfil its obligations to the agreement.

8.3 The customer shall make it clear to all users how to use all equipment properly and for the sole purpose of the customers intentions.

8.4 It is the customers obligation to ensure all facilities and any equipment attached to services provided to Change Connect is suitable and appropriate for the order placed within the agreement. Any additional works required to enable a full working system that has not been advised in writing to Change Connect ahead of the Agreement will be chargeable to enable a fully working system.

8.5 Should the customer breach one of its contractual obligations it shall compensate Change Connect within the internal relationship for all damage that Change Connect incurs in connection with claims asserted by third parties.

8.6 The customer is solely responsible for ensuring all the information provided to Change Connect to enable fulfilment of the agreement is accurate and available when requested.

## **9. Change Connect Services**

9.1 Company working hours may be changed at any point when agreed with both parties. This would be documented as a change to contract agreement.

9.2 The Customer agrees to pay additional costs for any services completed by Change Connect outside of normal working hours or for works outside of the Customers agreed Service Agreement/Maintenance Agreement.

9.3 Service Schedules run as follows:

Bronze	Monday – Friday, 09:00 – 17:00 (Excluding Public Holidays). Onsite visits are chargeable per hour.
Silver	Monday – Friday, 08:00 – 17:00 (Excluding Public Holidays). Onsite visits are chargeable.
Gold	Monday – Friday, 08:00 – 18:00 (Excluding Public Holidays) includes free on-site support if needed. Calls will be answered within 3 rings and dedicated support team are on hand via phone or email.
Platinum	24/7 cover. Site visits included.
The above schedule along with an order form will determine the level of care provided to a customer.	

9.4 The Customer must provide full, safe access to site and allow working space for Change Connect to complete services on site. Whilst on site the customer is fully responsible for the Health and Safety of any Change Connect employees. The Customer is also responsible for ensuring the workplace where services are to be installed are fully clear and a safe working environment.

9.5 When possible, Change Connect will complete works remotely. The customer must ensure Change Connect have reasonable cooperation and ability to do so.

## **10. Liabilities**

10.1 Change Connect shall have no liability to the customer for:

- Loss of Profits/revenue.
- Loss or corruption of data.
- Loss or damage suffered by the customer as a result of a third-party action.

10.2 Once equipment has been installed on customer premises any damage or misuse of equipment falls on the customers responsibility. Change Connect is not liable for any damage or misuse caused by the customer and such render has no reflection on the term or authenticity of the contract.

## **11. Termination**

11.1 Change Connect may terminate this agreement immediately on giving written notice to the customer if the following apply:

- Change connect is notified that the customer has appointment a received in the matter of bankruptcy.
- Change Connect is notified of a customer's insolvency.
- If the customer is unable to pay any debt owed to Change Connect or fails to pay any sum in accordance with the agreement.

11.2 If a customer requests to cease services ahead of the natural termination date, termination fees would apply as follows:

- Full cost of the agreement for the remaining months.
- £350.00 Early Termination Fee

11.3 All requests to termination agreements early must be submitted in writing by a company director.

## **12. Complaints Procedure**

12.1 Any complaint or concern regarding any products, services, or communications with Change Connect must be advised in writing to [katherine@changeconnect.co.uk](mailto:katherine@changeconnect.co.uk) within 14 days of the issue arising.

12.2 Change Connect commit to investigating all complaints fully and will work to issue a written response within 10 working days. Change Connect may contact the customer via email, letter or phone during this period if further information is required. During this time a meeting between Change Connect and the Customer may be required. Sufficient notice will be given, and the Customer must make themselves available for such meeting to be carried out.

## **13. Force Majeure**

13.1 In no event shall Change Connect be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Change Connect shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

## **14. Price Changes**

14.1 Change Connect reserves the right to reflect any cost increases to equipment or services, beyond the control of Change Connect, within the Agreement. This includes but is not limited to Currency Exchange, increase in costs of labour and materials, manufacturer costs increases and alteration of duties within said Agreement.

## **15. Asserting Creditworthiness**

15.1 Change Connect uses a third party for all credit checks to determine, if any, the level of credit available to a customer. Change Connect has no impact on the result of these checks.

## **16. Final Provisions**

16.1 There are no verbal additional agreements. Any amendments or additions to the contract or these conditions must be made in written form. This shall also apply to a waiver of this requirement of written form. The text form requirement is deemed satisfied with the sending of an email.

