

OVERLINE NETWORK CONSULTANTS LIMITED STANDARD TERMS AND CONDITIONS OF SALE

1. Definitions

In these conditions:

- 1.1 "Overline" means Overline Network Consultants Limited and any successor in title.
- 1.2 The "Customer" means any individual or group of individuals, partnership or company purchasing goods or services supplied by Overline.
- 1.3 The "Supplier" means any supplier of goods or services to Overline.
- 1.4 The "network provider" means the organisation that carries calls to and from the Customer and/or provides other network services to the Customer.
- 1.5 The "Installation Address" means the address for delivery and installation of the equipment stated on the equipment order.
- 1.6 "equipment" includes hardware and software supplied by Overline.

2. General

- 2.1 These terms and conditions of sale shall apply to all transactions between Overline and the customer and shall prevail over any purchase terms and conditions of the Customer and any correspondence unless specifically varied in writing and signed by an authorised officer of Overline.
- 2.2 No time or indulgence granted to the Customer by Overline, nor any relaxation of these Terms and Conditions, nor any failure to exercise any of its powers or partial exercise of them by Overline shall constitute a variation or waiver of these terms and conditions.
- 2.3 Where there are two or more parties as Customer they are liable individually and together.
- 2.4 The headings to these terms and conditions are for ease of reference only and do not affect their interpretation.
- 2.5 All descriptions, drawings and specifications in brochures or other advertising material are for general information only, and do not form part of any contract, unless expressly included.
- 2.6 ONC may review and change the conditions (including the charges) at any time throughout the duration of this agreement. ONC will publish the details of the updated conditions on the ONC website www.overline.com a minimum of two weeks prior to the changes coming into effect.

3. Quotations

- 3.1 Overline's Quotations are valid for 30 days from date to date of issue unless otherwise stated. Orders by Customers are subject to acceptance by Overline.
- 3.2 Overline may cancel acceptance of an order within 45 days of a pre-installation survey. On cancellation Overline shall repay any Customer deposit already paid and neither party shall be liable to the other for any further sums. A pre-installation survey does not constitute any Part of this agreement.
- 3.3 Overline shall have the right to pass on increases in manufacturers and Suppliers prices between order and delivery at cost.
- 3.4 Carriage will be charged to the Customer at cost.
- 3.5 The Customer is solely responsible for all charges levied by the network provider.

4. Delivery inspection and installation

- 4.1 Delivery dates are quoted in good faith and take account of current lead times but are not guaranteed and Overline will not be responsible for delays or expense arising from the acts or omissions of others or matters outside its control.
- 4.2 In the case of contracts requiring installation:
 - 4.2.1 Overline will deliver the equipment to the Installation Address.
 - 4.2.2 the customer will store the delivered equipment in a safe environment until installation and will be responsible for any damage caused.
 - 4.2.3 the Customer is responsible for checking that the installation is operating in accordance with the Customer's expectations of its capabilities before Overline's engineers leave the site.
 - 4.2.4 if the Customer has entered into a hire agreement relating to the equipment the Customer will confirm its satisfaction with the equipment to the hire company immediately the hire company requests it or if later immediately the Customer is satisfied.
 - 4.3 In all other cases:
 - 4.3.1 Overline will deliver the equipment to the Customer at Overline's premises. Or, if expressly agreed, at an address in England, Wales and Scotland specified by the Customer at the Customer's cost.
 - 4.3.2 Overline accepts no liability for damage or shortages unless both the carrier and Overline are notified within five days of delivery; and the Customer has retained the packaging and any documentation for inspection; and, in the event of the goods not having been checked by the customer on delivery, the carrier's receipt is marked "unexamined".
 - 4.4 The Customer shall at all times provide access to Overline, its employees or agents for the fulfilment of Overline's obligations.
 - 4.5 The customer shall at its own cost obtain all wayleaves, permissions and rights of access necessary for the performance of Overline's obligations.
 - 4.6 If Overline is unreasonably prevented from carrying out its obligations Overline may make an additional charge to the Customer to cover the loss so incurred.
 - 4.7 Overline will not be liable for the failure by the network provider to properly carry out any associated works or for delay in the provision of any such works or for the quality of workmanship of the network provider's engineers or for any consequential loss as a result of any such works.
 - 4.8 Unless otherwise agreed in writing the Customer is responsible for providing a safe working environment which complies with any statutory provisions for the time being in force. Suitable lighting, heating, and power supplies are to be made available.
 - 4.9 Overline will carry out installations in accordance with any mandatory standards for the time being in force and in accordance with the recommendations of the equipment manufacturer. Where deviations from non-mandatory requirements are made at the Customer's request, the request, the customer assumes responsibility for the consequences of these deviations.
 - 4.10 Overline may subcontract the whole or any part of the installation work to suitably qualified companies or individuals.
 - 4.11 Where Overline subcontracts work that it is not capable of carrying out itself, e.g. building works, electrical installation involving medium or high voltages or work required to be carried out by specialist firms such as BT by reason of legislation, it does so at the Customer's agent and shall not be liable for any loss incurred as a result of any act or omission of the subcontractor.
 - 4.12 No returns of goods will be accepted by Overline unless agreed in advance.

- 4.13 If Overline is prevented for an aggregate of 45 days or more from installing equipment or otherwise carrying out its obligations as a result of any delay, refusal, restriction or default by the Customer, then the Customer shall be deemed to have cancelled the order and the terms of clause 5.10 shall apply.
5. Payment
- 5.1 Payment of all consultation fees must be made within 5 days of the date of Overline's invoice.
- 5.2 Overline may require the payment of a deposit upon acceptance of the Customer's order.
- 5.3 Subject to clauses 3.2 and 5.9 any customer deposits are non-refundable unless otherwise stated.
- 5.4 Subject to condition 5.5, in the case of contracts requiring installation, the Customer will settle Overline's account within 5 days of completion of the installation notwithstanding any delays in commissioning the equipment into service.
- 5.5 Where the work is completed in stages, Overline shall have the right to submit invoices to the customer, for settlement as above, on completion of each stage of the contract or delivery of goods, for goods or services supplied.
- 5.6 Payments can be made by credit or debit cards, in such cases a processing fee of up to £5.00 for debit cards and up to 5% for credit card transactions will be applied in all cases.
- 5.7 In supply only contracts the Customer will settle Overline's account on receipt of Overline's invoice.
- 5.8 If any payment is not made on the due date the customer will pay interest on the amount outstanding at 5% per month until paid, after judgement as well as before.
- 5.9 Overline will charge and invoice the Customer for VAT at the rate applicable at the time of supply of the goods or services.
- 5.10 No cancellation, suspension or variation of an order requested by a Customer shall be valid unless agreed by Overline in writing, and in case of cancellation before installation shall be subject to a payment by the Customer to Overline of compensation for expense incurred in connection with the order and for loss of profit amounting to 20% of the invoice value or £500 whichever is the greater.
- 5.11 If any sums are not paid within 14 days of the due date the Customer authorises Overline to have unrestricted access to its premises during business hours to remove all the equipment wiring and sockets, and will pay to Overline the full contract price less any sums Overline receives in re-selling the equipment.
- 5.12 The customer accepts that they are entering into a fixed term rental agreement for the equipment detailed on this service agreement and that at no time during the agreement or after the minimum term has elapsed do they own any or all of the equipment detailed.
- Upon the minimum term of this rental agreement being completed by the customer, Overline may own the title of the goods and the customer, at their own cost, shall be required to return within 7 days of the end of the rental period, all of the aforementioned equipment. If the customer fails to return the equipment within the 7 day period Overline are entitled to invoice the customer for 40% of the original order value/turnover of the contract and automatically debit this amount from any direct debit mandate that may be set up in Overline's favour at that time.
6. Liability
- 6.1 Overline will accept liability for death or personal injury to persons caused by the negligence of Overline, its employees or agents, but Overline shall be under no liability for death or physical injury to persons resulting from other cause.
- 6.2 Overline's liability for any direct loss or damage to tangible property caused by the negligence of Overline, its employees or agents shall be limited to £500,000 and Overline shall be under no liability in contract or otherwise for any direct loss or damage to tangible property arising from any other cause than Overline's negligence.
- 6.3 Overline shall be under no liability whatsoever in respect of any indirect or consequential loss (including but not limited to any loss of profits, business or anticipated failing) of any nature whether or not such losses be caused by the negligence of Overline, its employees or agents.
- 6.4 Overline undertakes to use its reasonable endeavours to supply to the Customer the goods or services ordered, but Overline shall not be liable to the Customer for any loss occasioned by failure to supply goods or services ordered where the failure is caused by the unavailability of goods or services to Overline.
7. Warranties
- 7.1 Save where Overline deals with the Customer as a consumer as defined in the Unfair Contract terms Act 1997 and because the circumstances of use are beyond the control of Overline, no warranty of fitness for any particular purpose is given.
- 7.2 The purchaser must satisfy himself that the equipment ordered will meet his requirements.
- Overline will provide equipment in full working order and suitable for its designed purpose provided that the equipment is used by the Customer in manner intended by the manufacturer, it is not tampered with or modified without Overline's written approval or subjected to unusual physical or electrical stress, hazard, misuse or transportation.
- 7.3 Where a manufacturer's warranty applies the Customer agrees to be bound by the manufacturers warranty conditions and will liaise direct with the manufacturer's service agent.
- 7.4 The above conditions are in addition to and do not override any statutory provisions which shall override these conditions where necessary.
8. Property and Risk
- 8.1 The equipment shall be at the Customer's own risk from the date of delivery to him or to any carrier or agent or servant acting on his behalf.
- 8.2 The equipment will remain the property of Overline until Overline has received payment in full.
- 8.3 Until property in the equipment passes to the Customer in accordance with condition 8.2 the Customer will hold the equipment on a fiduciary basis as bailee for Overline and will hold the equipment separately from any other equipment or goods clearly identified as the property of Overline but the Customer shall be entitled to use the equipment in the ordinary course of its business.
- 8.4 Until property in the equipment passes to the Customer in accordance with condition Overline 8.2 shall be entitled at any time to require the Customer to deliver up the equipment to Overline and if the Customer fails to do so forthwith to enter upon the premises of the customer in accordance with clause 5.10 And repossess the equipment. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the equipment which remains the property of Overline.
9. Third party rights for the avoidance of doubt nothing in these conditions shall confer on any third party any benefit or the right to enforce any term conditions.

10. Proper law of contract Any contract entered into under these terms and conditions is subject to the law of England and Wales and will be subject to the jurisdiction of the English courts.