

**You should read these terms and conditions carefully:**

We, us means ADSI Limited, a company registered in England with registered number 2488146.

VoIP phone Equipment means any VoIP phone supplied under this contract. Item means any VoIP telephony Equipment, accessory, promotional items and other goods supplied under this contract.

**VoIP Phone Equipment Offer:**

All offers made by us for VoIP Phone Equipment and Item are limited period offers subject to availability and subject to status. We will carry out a credit check prior to acceptance of your order. Products will be supplied with a warranty from the manufacturer. ADSI reserve the right to withdraw Promotional Offers at any time.

**VoIP Contract and Equipment:**

All VoIP Phone Equipment is supplied with regards to the Ownership terms below and subject to agreed contract term with ADSI, in which there are no in contract cancellation options with exception of Break Review below. At the end of the contract you may be offered renewal options, or the contract will roll monthly.

**Ownership:**

Ownership of the item will not pass to you until such time as we have received payment of the purchase price in full. In the case of VoIP Phone Equipment offers, ownership shall not pass until you have fulfilled the minimum term of the contract. If you terminate the contract before the minimum term has been satisfied, you will be responsible for repaying us the **original retail price** of the VoIP Phone Equipment at the date of your original connection. Risk of damage to or loss of the item shall pass to you at the time of delivery.

Please note: All **routers** remain the property of ADSI. A charge will be raised where a router is not returned at the end of a services life, or part of the returns process.

**Additional Purchases:**

Any goods supplied on a standard supply basis must be paid for in full and by cleared funds prior to delivery. Goods purchased by Credit Card will only be delivered to an authorised cardholders address. If goods remain unavailable, we will refund your payment within 7 days of your request.

**Delivery:**

Delivery of VoIP Phone Equipment and other items will be made to an address in mainland UK only. We shall endeavour to deliver the items within 7 working days of your service installation. This delivery period is an estimate only and we cannot accept responsibility for late delivery unless the delay exceeds a period of thirty days from the date of your installation. We cannot accept responsibility for late delivery due to insufficient or wrong information provided, or delays in the connection process, this includes mandatory proofs requested by the Network and completion of the Network contract. Goods received damaged or with items missing must be reported to us on 01268 495555 within 24 hours of delivery.

**Contract Term and Renewal:**

This Agreement shall become effective as of the Effective Date and shall remain in effect for the period stated in the order acceptance, if not otherwise stated this is sixty months, from and after the Live Date (the "Minimum Term"), and thereafter shall automatically renew for successive three month terms (each such period, a "Renewal Term") unless terminated by any party giving written notice of non-renewal at least ninety days prior to the last day of the then current term to each other party hereto. If cancellation is requested before the end of the Minimum Term an Early Termination Fee and balance of the outstanding contract term will be payable in full.

**Payment:** If you are granted credit and you do not pay any sums due to us within 14 days of the date of your invoice, we reserve the right to charge interest and administration fees and recover all items provided under the contract. We will not exercise this right where you have notified us of a valid reason for non-payment. **Prices** unless indicated otherwise, all prices stated exclude VAT and delivery. In the event of non-payment, ADSI reserves the right to restrict services provided until such time that payment is up to date.

**Our Responsibility to You – Please Note**

- We will perform the contract with reasonable skill and care
- We shall not be liable for usage charges during any period
- In no circumstances shall we be liable for any loss or damage arising out of all relating to the services that we provide which is for any loss of profits, loss of sales, loss or turnover, loss of bargain, loss of opportunity, damage to goodwill or reputation, loss of use of any apparatus, software or data loss or time on the part of management or the staff or any indirect or consequential loss or damage however so arising, for death or personal injury, in the event that you use an item for a commercial purpose then we shall not be liable to you for any loss of income, business or profits or any other economic loss arising out of your use or inability to use any item at any time, however this loss may be caused and whether or not it is a result of your own negligence.

**Third party solutions:**

ADSI cannot be held accountable for any lack of service, quality issues or system failure when third party access solutions are used to support the ADSI VoIP solution, especially in any situation where the access solution is not properly configured.

**Inclusive Minutes:**

Inclusive minutes are limited to an allowance of Up to 2,000 minutes per subscription per month of calls to 01, 02 and 03 and Up to 2,000 minutes per subscription per month of calls to UK mobiles (all FM). The number of calls to 03 must not exceed 15% of the total number of calls made by the user. The threshold is applied at the company level, not at the level of the individual subscriptions. Where the conditions are exceeded, all usage during the month for the company will be rated at your IP rates.

**Number Porting:**

We can offer to port your existing phone number if you are connecting to a different phone network. We cannot be held liable for any consequential loss resulting from a number port failure or delays to the porting process due to insufficient or wrong information provided or mandatory proofs requested by the Network. You must notify us of any problems within 14 days of your connection.

Once a number is ported into the network a disconnection fee is applicable of £25+VAT for each individual DDI ported out.

**Warranty:**

VoIP phone handsets are supplied with a 12-month warranty from the date of sale. Faulty equipment should be returned to us to return to the manufacturer for repair under warranty; you are responsible for the cost of returning the equipment to us. The manufacturer will not guarantee how long it will take to repair the device therefore we cannot accept any responsibility for delays in this process. We will upon request supply a loan device for which you may be charged for the duration of the repair, any charges levied will be refunded upon return of the loan device; we will not guarantee that the loan device will be identical to the repair device. If a device is noted as Dead On Arrival it must be notified to us within 5 days of receipt and returned immediately by overnight courier, once we are in receipt of the device we will issue a replacement. Goods received back more than 10 days after supply date will be repaired under warranty, not replaced. If a device is returned and subsequently found to have been damaged by the Customer we reserve the right to levy an invoice for the replacement, the invoice must be paid in full within 7 days. Miscellaneous supplies such as accessories are also covered by 12 months warranty, any faulty goods will be returned to the manufacturer and their decision on replacement/repair shall be final.

**Your Statutory Rights:**

Your rights and obligations under these terms and conditions are personal to you and may not be assigned by you to anyone else. We may transfer our rights and/or obligations under these terms and conditions or any part thereof.

**Severability:**

If any part of this agreement is determined by a UK court to be invalid, illegal, void or otherwise unenforceable under any present or future law, then the remainder of this agreement shall not be affected thereby.

**General Conditions:** Your rights and obligations under these terms and conditions are personal to you/your company and may not be assigned by you to any third party. We may transfer our rights and/or obligations under these Terms and Conditions or any part thereof. You must be aged 18 years or over.