

## General

In these terms and conditions of trading "the company" refers to BIT2 Ltd t/a Bowland IT and also where the context permits its assigns and subcontractor for the said company. "The customer" means the customer to whom the company agrees to supply goods to. "Goods" means any equipment or services supplied by the company. These terms and conditions shall apply to all contracts entered into between the company and the customer unless agreed to the contrary in writing by a director of the company. "Working day" means 09:00 am to 17:00pm, Monday to Friday excluding public and bank holidays.

## Orders

All orders are subject to the availability of the goods and will not be placed until such times as the company has received written authorisation from the client, either by email, letter or fax. All verbal orders placed will be deemed as provisional only until such times as written confirmation is received, either by email, letter, or fax.

## Prices

Catalogues, price lists, videos and other advertising or promotional material are interceded to provide an indicative price only as to the price range and dimensions of goods offered by the company and any variations thereto shall not give rise to any claim against the company. The company reserves the rights to pass on to the customer any increase or decrease of costs of providing the goods that occur between the date of any quotation and the date of delivery. All prices submitted are exclusive of VAT if VAT is not stated. The company reserves the right to increase the cost of services to the customer to reflect any increase of cost to the company, provided written notice is given to the customer.

## Contract Start Date and Cooling Off Period

Upon signing our agreement, we provide domestic clients with 14 days to change your mind. Businesses aren't entitled to the same cooling off period. If Open Reach has already visited before the end of the cooling off period, OpenReach will charge us for early termination which we will invoice our client for. OpenReach charge approx. £395 + VAT for an early termination, however this charge may change. The contract length which you are signing for covers the gap between the signing and the go live date, and the complete term in addition. So for example if you sign a 24 month contract, but the service takes 1 month to go live, the total contract length will be 25 months.

## OpenReach Visit

OpenReach can sometimes miss appointments, they unfortunately don't always let us know which can cause inconvenience to our clients. We apologise in advance if this happens to you. OpenReach will visit you on our behalf, but they won't always know the specifics of the setup you have ordered. We will try to communicate with you beforehand to ensure you know what OpenReach are doing. OpenReach may say they are visiting you on behalf of TalkTalk, BT, Gamma etc. We work in partnership with other providers, and OpenReach may not know about Bowland IT.

## Additional Costs

The client agrees to pay for any loss of extra cost incurred by the company through the client's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the client, its servants or employees.

## Manufacturers Specification

The customer recognises the company is a distributor of goods. Although the company will try to notify the customer of any variations of which it is aware, the customer accepts that the company cannot be accountable for the consequences of any variations made by the manufacturer or as a result of shortage of supplies.

## Software Products

In accordance with the trade practice many manufacturers or suppliers of computer software products are similar goods retain title to the copyright and other intellectual property rights. The company only transfers such titles as needed and no warranties are expressed or implied as to whether or not the intended use is permitted by the owner of such rights.

## Delivery

Dates and times quoted by the company for delivery start from the receipt by the company of a written order or from resolution of technical details, whichever is the later. All dates and times quoted are estimates only and any delay in meeting delivery dates will not give rise to a right to cancel the order unless such a right is specifically reserved in the customers written order and accepted in writing by the company. Unless specifically included in the quotation prices do not include delivery and any delivery charges incurred by the company will be passed on to the customer. The company reserves the right to make part deliveries. Any request by the customer for the company to delay or split deliveries may result in a stocking charge and any additional costs incurred by the company being passed on to the customer.

## Payment

We only accept payment for broadband services by direct debit. We use Go Cardless as our direct debit provider. We charge £5 for a missed direct debit. We will automatically retry missed direct debits 5 days after initial failure and every five days after this. Each failed attempt will incur a charge of £5. You can avoid these charges by getting in touch and making alternative payment or by informing us of when you can pay. Any initial fees must be paid prior to go live date, otherwise this could hold up the install visit.

## Force Majeure

In no event shall the company 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, third party communications or computer services; it being understood that the company shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

## Insolvency

In the event that the customer is declared insolvent or compounds with its creditors or has distress levied against its goods or assets, or in the case of a limited company compounds with its creditors, or has distress levied against its goods, assets or is wound up or has a receiver appointed for whatsoever reason, the company shall have the right to suspend deliveries until payment has been made for goods already supplied and for all outstanding orders.

## Title and Risk

Risk in the goods shall pass to the customer at the time of delivery to or collection by the customer or its agent, whichever is earlier. Title to the goods shall remain vested in the company (notwithstanding the passing of possession and risk to the customer) until the goods have been paid for in full to the company. Until title to the goods passes to the customer, the customer shall hold the same in its fiduciary capacity as bailee for the company and shall keep the goods separate from that of the customer and the third parties and ensure that the goods are at all times identifiable as the company's property and the company reserves the right to dispose of the goods and the company may retake possession of the goods at any time. For that purpose, the customer agrees that the company or its servants and agents may enter upon any land or premises occupied or used by the customer.

## Warranty

The customer recognises that the company is not the manufacturer of the goods supplied. The company will pass on to the customer all (if any) unexpired warranties it receives from the manufacturer. It is expressly stipulated that in the event of any claim on any ground being made by the customer against the company or any matter arising from or in relation to the contract or any item supplied pursuant to it, the liability of the company shall be limited (in respect of each claim or series of connected claims) to all sums due in respect of such items and under no circumstances shall the company be under any further liability for loss of profits or contracts or other direct or consequential loss whether or not arising from any documentation made available to it. Any individual claim or total of a series of claims shall be limited accordingly. Telephony system products warranty terms supersede the company standard warranty terms.

## Returns

All goods shall be deemed accepted by the customer unless rejected within 14 days of delivery or collection of the goods. Notice of rejection must be delivered in writing to the company giving detailed reasons for rejection. No compensation, credit, or right of set-off shall be given by the company until the same has been received by the company from the manufacturer, supplier or insurer as the case may be. Any notice received by the company outside of the 14-day period shall be deemed invalid for the purposes of this clause.

## Returns Procedure

Before returning any goods, the customer shall:

Notify the company by letter or email of its desire to return the goods together with the reason for the return. Obtain from the company a designated returns number as well as the address upon where to return the goods. To which the details of such shall be affixed by the customer to the packaging in a prominent position. This procedure is solely for administrative convenience and the issue of a returns number shall not be taken as an admission of any fault in relation to the goods being returned. No goods shall be returned without the company's prior approval.

#### **Liabilities and Export Requirements**

The company will not be responsible for any personal injuries, third party claims of whatsoever nature arising from defective goods apart from claims in respect of death or personal injury resulting from negligence from the company. The company must be informed in writing at least five working days before any works are due to be undertaken on your premises if there is asbestos or any other dangerous or hazardous substances present. Unless the company is informed of any such hazards, they cannot be held responsible for any breach of health and safety issues. The company on their part will confirm to all normal health and safety at work practices whilst on your premises, but if additional expensive is incurred or extra work necessary because of unforeseen health and safety problems, the company reserves the right to charge accordingly. The company shall not be liable for imperfect work caused by any inaccuracies on any written or verbal specifications supplied by the client. Where the goods are destined, directly or indirectly for a non-United Kingdom location or where the customer is stated not to be a United Kingdom resident, the customer will be solely responsible for all bank charges, fees, agency fees, commission, and interest on overdue payments in respect of all drafts, cheques, bills of exchange, letters of credit or credit transfers and no deduction whatsoever in respect thereof may be made from any payment to the company or to its order.

#### **Cancellation and Cooling Off Period.**

The contract for supply of goods or services may not be cancelled except by agreement in writing of both parties (with regards to services this is three months' notice) and upon the payment to the company of such amounts as may be necessary to indemnify the company against all loss resulting from said cancellation. Cancellation within contract term will incur the charge of the remaining contract being invoiced as of immediate effect. You will have 30 days to settle this invoice upon cancellation date. We often need to place an order with third parties such as OpenReach to provide the line install, upon agreement, OpenReach will send us a non-refundable proforma invoice of £395 + VAT which covers admin charges, and install. We will cover this cost as standard for any orders that are processed, but cancellation within the initial cooling off period (cooling off period only applicable for home users), will require the customer to pay this fee in full. As the configuration and setup of your router is carried out upon order ready for the go live date, our initial setup charges are also none refundable as they cover the costs of services which are carried out immediately upon order.

#### **Law**

All contracts shall be deemed to have been made in England and shall be governed by all respect by English law and all disputes, differences or questions at any time arising between the parties as to the construction, validity and performance of the contract or as to any matters arising out of the contract or in any way connected with it shall be determined by the English Courts of Law to whose jurisdiction the company and customer hereby submit.

#### **Porting**

- a. Any costs incurred to port away from the company will be passed onto the customer.
- b. Any costs incurred by incorrect or missing information during the porting process will be passed onto the customer.
- c. If telephone number porting is required, we will be required to submit a porting request to BT to handle the switch. BT require the following information; Current service account number, current billing address (not necessarily the address the service is used at), and they will require a Letter of Authorisation form to be completed by us on behalf of the client. We get charged an incorrect information fee (admin charge) of £89 + VAT per attempt. If porting is applicable, you will be notified of the charge of this upon contract engagement before you proceed.

#### **Installations**

It is the customers responsibility to ensure that there is space within their communications area for all equipment to be installed by the company, and it is also their responsibility along with their IT support providers to provide the network infrastructure upon which the services are installed unless otherwise agreed and mentioned in the order form.

#### **Leasing**

If a lease is used, this will be provided by a third-party company, meaning the customer will deal with that specified third party leasing company directly. The company accepts no liability in the lease or its administration.

#### **Call Charges**

Usage of the landline phone is chargeable at the following rates; £0.19p per minute to UK Landlines and £0.33p to Mobile Phones. 0906, 0844, and other non geo numbers chargeable at the rate advertised where the number is obtained. It is an obligation for premium rate numbers to advertise the rate they are going to charge you. We cannot refund unauthorised premium number rate charges, these disputes will need to be taken up with the company themselves. We are not responsible for unauthorised use of the landline phone for your home or business. It is the account holders responsibility to let other home members or members of staff know the costs behind using the phone. It is advised to use mobile phones for outgoing calls where possible to avoid charges. Incoming phone calls are not chargeable.

#### **Loss or earnings**

Where possible we will always prioritise with service outage to ensure we can reduce or avoid business being affected where possible. Issues caused by Openreach, area maintenance, property power issues, issues with cable damage or hardware damage, liquid spillage, malicious damage, or faulty hardware are not responsibility of us as a provider. We will however provide you where possible with as quick as possible attention to resolve issues. Loss of earnings are not our responsibility, however we will endeavour to provide a temporary solution where required in the event of a fault.

#### **IT Support Call Outs**

Issues caused by IT products unrelated to the internet will incur call out charges at £79 + VAT per hour, and £249 + VAT per hour during weekends. If issues are relating to the internet connection itself, and haven't been caused by the end user, these visits will not be chargeable.

#### **Router Recommendations**

We will recommend you use suitable routers for your internet connection. We will always advise you of our charges for routers prior to us providing you with the opportunity to sign contract. You hold the right to supply your own router, however performance issues, faults, unreliability and lack of functionality caused by using your own router will not be something we can be held responsible of. You have the right to ask us to supply a suitable router retrospectively, should you feel your own router causes you issues. We may charge you for IT support provided for your own hardware. We ask that our clients aren't comparing us to companies that supply FREE routers, as the router provided by these companies are usually very low quality and tend to hinder on the internet performance. We configure all routers for businesses to have the business name as the WIFI name, and we let you choose your own password.

#### **Router Purchase**

We will ask that you pay for your router in advance of the connection going live. If you change your mind once the router has been configured and dispatched, your router fee is not refundable. This is because the fee is for the engineering time to set this device up and not the router itself. IT Engineering time is not refundable. We will either hand deliver or post your router, there will be no charge for this unless we are shipping this device abroad, where costs will vary.

#### **Existing Services in Place**

With FTTP broadband, existing services will not be cancelled automatically. This is only applicable currently (feb 21) with FTTP broadband services, and does not apply to FTTC or ADSL install services. FTTP will also not cancel down old ADSL and FTTC (standard phone line broadband) connections.

#### **Sub Rental**

You must not resell this connection onto another client unless otherwise agreed with us in writing. If sub rental situation is discovered, we hold the right to cease your connection with immediate effect plus charge you for the full contract term, which must be paid on invoice within 30 days.

#### **Previous Supplier**

When taking over a telecommunication service from a previous provider, we find that the process runs smoothly most of the time. The mainstream providers such as BT, PlusNet, Virgin, Talk Talk etc usually process things at their side quickly and smoothly. We sometimes find that small independent providers try to slow things down during handover, usually due to their disappointment in you leaving their service. Charges incurred for the customer, and BIT2 Ltd caused by the negligence of the previous supplier will not be the responsibility of BIT2 Ltd and will need to be covered by the customer. If you feel that you will be parting ways on bad terms with your old provider, please discuss this with us first to ensure that we can discuss the possibilities of issues and problems beforehand.