Order Form
Terms and Conditions

1. **Definitions**

1.1 In these conditions:
Supplier: means Futuretel Ltd, a company registered in England and Wales with company number 08001037 whose registered office is at Unit 9 Westlink, Belbins Business Park, Romsey, Hampshire, SO51 7AA.
Supplier's Website: www.futuretel.co.uk
Order Form: the order form overleaf signed by You.
Associated Services: the network, lines, broadband and maintenance services.
Equipment: the equipment agreed in the Order Form, to be rented by You from the Supplier or a Funder.
Equipment Schedule: a schedule detailing the full list of Equipment to be supplied under the Rental Agreement.
Funder: a third party finance provider willing to provide finance for the Equipment and enter into a Rental Agreement with You.
Pre-Installation Services: the assistance to be provided by the Supplier pursuant to condition 2.3 below, together with all other services which the Supplier deems is required in readiness for installation of the Equipment which shall include without limitation, order administration, the booking of engineers and site surveys.
Rental Agreement: means the agreement for the rental of the Equipment in the standard form produced by the Funder or the Supplier.
You or Your: the person, firm or company who sings the Order Form.
Specification: any specification for the Equipment, including any related plans and drawings, that are included in an Equipment Schedule attached to the Order Form or as otherwise agreed in writing by the Customer and the Supplier.
Start Date: means the commencement of the hire of the Equipment as such term is defined in the Rental Agreement.
Previously Paid Termination Charges: means any termination or settlement charges paid by the Supplier on behalf of the Customer to the Customer's previous telephone equipment Funder at any time before or after the Commencement Date.

2. Basis of The Sale:

2.1 By signing the Order Form You expressly agree to hire the Equipment in accordance with the terms of the Rental Agreement, subject to the Funder approving Your application for Your Rental Agreement.

2.2 The Supplier shall use reasonable endeavours to obtain finance from a Funder for You to enter into a Rental Agreement as soon as possible after the date of this Order Form.

2.3 The Supplier shall use reasonable endeavours to assist You with Your application for finance from a Funder but shall have no liability to You if any application You make fails to secure the finance requested.

2.4 You will make available to the Supplier or Funder, all information reasonably requested in support of Your application for a Rental Agreement.

2.5 In the event Your application with the Funder is unsuccessful, the Supplier may, in its sole discretion, provide finance to enter into a Rental Agreement with You directly but shall be under no obligation to do so.

2.6 In the event Your application with a Funder is unsuccessful and the Supplier is unable or unwilling to enter into a Rental Agreement with You, the Supplier will notify You accordingly and this order for Equipment will be deemed cancelled without any liability on You or the Supplier.

2.7 Once You have entered into a Rental Agreement, You will be bound by the provisions of the Rental Agreement and consequently You cannot cancel the rental of the Equipment unless otherwise permitted in accordance with the terms of the Rental Agreement.

2.8 By signing the Order Form You expressly acknowledge and authorise the Supplier to immediately commence the Pre-Installation Services and to purchase the Equipment and you agree to use all reasonable endeavours to assist the Supplier to enable the Pre-Installation Services to be carried out (including without limitation providing access to any property reasonably required by the Supplier) notwithstanding they are carried our prior to the entry into a Rental Agreement. You also expressly acknowledge and agree that you will be liable for payment in respect of such Pre-Installation Services and the Equipment in the event you cancel this order as set out in condition 3. Below or otherwise fail to enter into a Rental Agreement.

3.0 **Termination:**

3.1 If, after signing the Order Form and before entry into a Rental Agreement, You wish to cancel the order for the Equipment, then You are permitted to do so by giving the Supplier five business days' notice in writing, subject to the payment of a cancellation fee equal to:

3.1.1 Costs Incurred: 15% of the cost incurred by the Supplier in purchasing the Equipment (it being acknowledged that this represents a genuine pre-estimate of the loss that will be incurred by the Supplier in not being able to return or otherwise sell that proportion of the Equipment) together with the costs incurred in carrying out the Pre-Installation Services. The costs of the Pre-Installation Services will be calculated by reference to the time incurred by the Suppliers employees or contractors in carrying out the Pre-Installation Services, multiplied by the Suppliers standard rates for such services in force at the relevant time. In this respect, the current rate for half day surveys is £350 plus VAT and for a full day survey is £550 plus VAT. Or in the Suppliers sole discretion a cancellation fee equal to:

3.1.2 Funder Payment: 15% of the aggregate fee and commission that would have been received by the Supplier in the event You entered into the Rental Agreement with the Funder, it being acknowledged that such fee and commission represents payment to the Supplier for introducing You to the Funder and undertaking Pre-Installation Services in relation thereto. The Supplier agrees that notwithstanding the above, in no circumstances will You be liable for a cancellation fee which exceeds a sum equal to the aggregate of three quarterly rental payments that would have been charged has You entered into the Rental Agreement.

3.2 If, after signing the Order Form you fail for any reason (other than as provided in condition 2.6) to enter into a Rental Agreement, you will be liable to pay a cancellation fee in accordance with condition 3.1.

3.3 Any cancellation of this order for Equipment for any reason shall be without prejudice to any other services that You have ordered from the Supplier which shall remain in full force and effect in accordance with the applicable terms and conditions for that service. For example, if You have also ordered network services, those services will continue notwithstanding termination of this order and nothing in this order will operate to give the Supplier or You an rights to terminate those services beyond what is contained in the terms and conditions for those services which You have signed up to.

3.4 Pursuant to condition 3.1 prior to the expiry of the Minimum Term, the Customer shall on demand in addition to its payment obligations in condition 3.2, reimburse the Supplier the Previously Paid Termination Charges.

4. **General:**

4.1 Title of ownership to the Equipment shall remain in the ownership of the Funder at all times, unless You have entered into a Rental Agreement with the Supplier, in which case title of ownership to the Equipment shall remain in the ownership of the Supplier.

4.2 The Supplier warrants that on delivery and for a period of 12 months from the date of delivery, the Equipment shall be covered by a manufacturer's warranty. Any cover required beyond the 12 month period would be subject to a signed Maintenance Agreement.

4.3 By signing the Order Form You warrant and represent that You are a body corporate and not an individual in line with the Consumer Credit Act 1974.

4.4 The Supplier may at any time assign, transfer, change, subcontract or deal in any other manner with all or any of its rights or obligations under this Order Form. You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of the rights or obligations under this Order Form without the prior written consent of the Supplier.

4.5 The Supplier shall not be liable or deemed to be in breach of the Order Form by reason of delay in performing or any failure to perform any of the Supplier's obligations under the Order Form if the delay or failure was due to a Force Majeure Event. A Force Majeure Event means any event beyond the Supplier's reasonable control including (without limitation) flood, fire, war or threat of war, sabotage, civil disturbance or government action or where the Customer has failed to comply with its obligations hereunder.

4.6 No delay or failure by the Supplier in enforcing any provision of the Order Form shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Order Form by You shall be considered as a wavier of any subsequent breach of the same or any other provision. No wavier by the Supplier shall be effective unless in writing.

4.7 The Supplier may change the Terms of this Agreement (including the charges) at any time. The Supplier will publish details online on the Supplier's Website at least two weeks before the change is to take place, thus giving the Customer reasonable notice of any variation before it takes place.

4.8 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formulation (including non- contractual disputes or claims) shall, subject as hereinafter provided, be governed by, and construed in accordance with, English Law, and the parties irrevocably submit to the exclusive jurisdiction or the courts of England and Wales. Where the Customer is (a) a limited company, or a limited liability partnership, with a registered office located in Scotland or (b) one or more individuals carrying an unlimited liability business (whether alone, in partnership or as part of a joint venture, or otherwise) having at least one place of business located in Scotland, then the Supplier (but not the Customer) may in its absolute discretion in relation to proceedings relating to the Contract brought by it against the Customer (or against it by the Customer), elect that the parties shall submit to the jurisdiction of the Scottish Courts. Such an election by the Supplier shall (a) be exercised by the Supplier no later than immediately prior to commencement by it of proceedings against the Customer or (as the case may be) within a reasonable time of it being notified by the Customer or the Customer's intention to bring proceedings against the Supplier, (b) be irrevocable, (c) not affect the application of English law and (d) bind the parties only in relation to the proceedings in relation to which the Supplier exercised its election and shall not bind the Supplier in relation to other proceedings between the parties that may occur at any time thereafter.

4.9 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the contract. The Customer may not assign its right and obligations.