



CONDITIONS OF SALE

Order Form Terms & Conditions

1. Within this agreement the definitions used will have the same meaning as those detailed within the Rental Agreement.

1.1 Supplier means: - Elementel Ltd, a Limited company incorporated and registered in England, company registration number 08227791 and whose registered office is at Unit 17, Shorts Farm, Scallows Lane, West Wellow, Hampshire, SO51 6DX.

2. According to this Rental Agreement, the terms make clear that they may be transferred or assigned to Elementel at any time during the fixed period and at the absolute discretion of the hirer. Where this happens, Elementel will be entitled to enforce the terms of the Rental Agreement as if Elementel was a signatory to the said agreement. Therefore, either Elementel or the hirer will provide notice of any variation to the way in which the rentals are to be made.

3. Orders for the rental of equipment which have been accepted by Elementel may be cancelled subject to the following. They may be exceptionally cancelled with Elementel's written agreement. However, this is subject to you indemnifying Elementel for the administration costs of dealing with your order (the cancellation charge). This charge is based on the equivalent of five quarterly rentals and is the sum which will be immediately due to Elementel where notice of cancellation has been given. It is agreed with the customer as being proportionate and reasonable charge within all the circumstances.

4. If the Rental Agreement has been transferred or assigned to Elementel, then Elementel has the discretion to accept the cancellation charge by way of settlement of all monies otherwise owed to Elementel where the Rental Agreement has been terminated.

5. Title of Goods / Equipment - If you cancel the Elementel contract(s) and or any lease agreement setup by Elementel prior to the end of the minimum term you will forfeit any rights to acquire the title of the goods and the goods will remain the property of Elementel.

6. Settlement (Previous Suppliers Early Termination Charges ("ETC's"))

6.1 Where Elementel has agreed to pay any Settlement or ETC's on your behalf this amount will be limited to the amount contained within the settlement box on the Elementel Order Form. If your settlement or ETC's exceed this amount Elementel will not be responsible for any amounts that exceed the amounts stated on the Order Form.

6.2 It is your responsibility to provide Elementel with an invoice for the Settlement or ETC's in the format set out in the Welcome Letter. Once an invoice has been received Elementel has up to 90 days in which to settle this invoice.

6.3 Where Elementel has agreed to pay Settlement or ETC's an invoice for these amounts must be presented to Elementel as outlined above within 12 months of the date of the Order Form. All invoices must be sent to billing@elementel.co.uk or posted to the registered office. If an invoice for these amounts is not received within 12 months of the date of the Order Form Elementel will no longer be liable to pay the settlement charges.

6.4 If you cancel any of your contracts with Elementel prior to the end of the minimum term you will be required to repay to Elementel any settlement amounts paid in accordance with 6.1-6.3 above.

7. Extended Term - With the exception of companies with 10 or less employees at the time of signing the agreement, you are required to provide 90 days written notice prior to the end of the minimum term to validly terminate the agreement. If no request to terminate the agreement has been received on or before the 90 day notice period then the agreement will automatically renew for another minimum term, the same as the initial minimum term, and will continue in this format until the agreement is validly terminated, the standard terms and conditions will apply for the renewed term.

8. Your dated signature to this Agreement is a representation that you are not an individual in line with the Consumer Credit Act 1974 and are instead a Body Corporate. Furthermore, in line with the terms and conditions set out within this agreement and the Rental Agreement you hereby agree to.

9. Broadband - The Broadband agreement runs for the term detailed on the order form and or line rental agreement, it will be renewed unless notice of termination is provided. The Broadband agreement may be terminated with effect from the end of the Agreement minimum term, or any subsequent anniversary thereof, by either party giving at least 90 days' notice to the other to expire on the last day of the Agreement Term or on an anniversary of that day.

10. Compensations claims - Should you experience interrupted service on any product or service provided by Elementel we will endeavour to rectify the issue as soon as possible. If the interruption is caused by an error on our behalf we will provide suitable compensation for any loss or interruption in service.

Compensation is calculated hourly and is based on your predicted spend with Elementel. For full details please contact us on 0330 024 8998.

11. Direct Debit - It is condition of this agreement that all ongoing services (which includes additional equipment, annual maintenance, line rental, call charges and broadband) provided by Elementel Ltd are collected by monthly Direct Debit.