

# Order Form

## Terms and Conditions

### 1. Definitions

#### 1.1 In these conditions:

**Supplier:** means FutureTel Ltd T/A Jupiter IP, a company registered in England and Wales with company number 08801037 whose registered office is at Unit 9 Westlink, Belbins Business Park, Romsey, Hampshire, SO51 7AA.

**Supplier's Website:** [www.jupiterip.co.uk](http://www.jupiterip.co.uk)

**Order Form:** the order form overleaf signed by You.

**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.

**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 signs 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 purchase the Equipment and associated licences. You expressly acknowledge and agree that You will be liable for payment in respect of the Rental Agreement or in the event you cancel this order under condition 3 or otherwise fail to enter into a Rental Agreement.

### 3.0 Termination:

3.1 If, after signing the Order Form and before the Start Date, 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 the costs incurred by the Supplier (any notice of termination of the Contract served by the Customer must be in writing, marked for the attention of the Managing Director of the Supplier and sent by recorded delivery).

3.2 The cancellation fee will comprise of;

3.2.1 The purchase costs of the Equipment and any associated licences in respect of which the Supplier determines it is unlikely to be able to re-sell.

3.2.2 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 amount of five quarterly rental payments that would have been charged had You entered into the Rental Agreement.

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

3.4 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.

3.5 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 waiver of any subsequent breach of the same or any other provision. No waiver 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.