



Sitenett Standard Trading Terms and Conditions					
Sitenett Systems, 40 Sunnyside, Cramlington, Northumberland, NE23 6UX tel 01670 898 237 fax 01670 898 234					
Date Issued	26.10.08	Issued By	R Maule		
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1. Definitions

- 1.1 "Agreement" means this agreement made between Sitenett and the Customer, including all documents expressly incorporated herein.
- 1.2 "Commissioning Date" means the date on which the System is first brought into use by the customer or, in the event of delays attributable to the customer, the date from which the System can be used by the customer if such delays had not occurred.
- 1.3 "Contract Value" means that sum so named in this agreement together with any additions thereto or deductions there from agreed in writing in accordance with this agreement.
- 1.4 "Customer" means the party with whom Sitenett has contracted to provide the system and services detailed herein and is defined on the front of this agreement.
- 1.5 "Documentation" means one copy of the Manufacturers Standard User and Operator Handbook(s) together with any other documentation specifically denoted in this agreement.
- 1.6 "Network Operator" means a public or private telecommunications operator providing a telecommunications network or circuit regulated by statutory licence.
- 1.9 "Ready for Service Date" means the date upon which the system has passed Sitenett standard installation tests and Sitenett has informed the Customer that the System is available for Pre-Connection Inspection.
- 1.10 "Sitenett" means Roger Maule T/A Sitenett
- 1.11 "Site" means the place defined in this agreement to which Sitenett will deliver the System and where required by this agreement will undertake Installation and commissioning of the System.
- 1.12 "Software" means all operation systems and other programs of a machine readable form that are necessary for the System to operate in compliance with the performance parameters defined in this agreement and excluding all source material including

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but not limited to source code listings, object code listings, flow charts and assembler instructions.


- 1.13 "System" means all System hardware, software, documentation and services specified in this agreement to be provided by Sitenett to the customer.

2. Extent of Agreement

- 2.1 This agreement shall constitute the complete agreement between Sitenett and the customer and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever shall be of no effect unless expressly incorporated herein. No variation of the conditions on this Agreement shall have effect unless expressly accepted in writing by a duly authorised officer of Sitenett.
- 2.2 The customer shall not rely upon any warranty (other than stated under Condition 13 hereof) or technical statements concerning the System which is to be supplied under this Agreement except where such statements have been confirmed in writing and signed by a duly authorised officer of Sitenett and expressly incorporated herein. Sitenett reserves the right to change the specifications and parameters of the System to be supplied insofar as such changes do not materially affect the operational performance of the System.

3. Sitenett's obligations

- 3.1 Sitenett shall be responsible for the following:
- (a) Technical Information, to obtain, where there is a statutory requirement for Sitenett to do so, technical approval from the designated regulatory authority for the System to be supplied and installed in accordance with the terms of this agreement

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except those items which are specified by the customer for which Sitenett has disclaimed such responsibility in writing.

- (b) To supply, install and commission the System detailed in this agreement.
- (c) To fulfil the warranty obligations defined herein.
- (d) To enter, at Sitenett's discretion, into a maintenance agreement with the customer upon the current Sitenett's terms and conditions for provision of maintenance services and at the rates then prevailing.

4. Customers obligations

4.1 Sitenett will at all times endeavour to liaise with and advise the customer on all aspects of the installation program. The customer however, is responsible for undertaking and bearing the cost of the following unless otherwise agreed in writing by Sitenett:

- (a) Technical information

The customer is responsible for supplying Sitenett when required with all necessary technical information regarding the site at which the System is to be installed and the customers operating requirements.

- (b) Preparation of the site

Before delivery is due to take place the customer shall prepare the site in accordance with the specifications stipulated by Sitenett and the network operator, and any extra costs incurred as a result of failure to do so, including storage costs, shall be paid to Sitenett by the customer.

- (c) Provision of facilities

The customer will provide at its own expense scaffolding, unskilled labour, lifting gear, builders work, electric power, heating, lighting and ventilation, and where electrical supplies are required they shall be clean and stable and will be provided and maintained by the customer at its own expense. Any cutting away and making good of floors, ceilings, ceiling tiles and panels, trenching, back filling, the supply and erection of poles and the provision of trunking or ducting shall not be supplied by Sitenett unless expressly agreed in writing.

- (d) Access

The customer shall provide Sitenett and Sitenetts authorised contractors with access to the site at all reasonable times.


- (e) Wayleaves/approvals

The customer shall obtain and pay for all necessary wayleaves and secure the approval of appropriate planning and other authorities as required.

- (f) Connection approval

The customer shall obtain the network operators consent for connection of an approved System to the relevant networks (if required). It is the customers responsibility to arrange for such connection to be made together with the provision of any test lines as may be required and to pay any connection and PCI charge, and to comply with any conditions relating to the connection. Installation of the system under this agreement does not include any such connection. No liability shall attach to Sitenett if the network operator denies or withdraws connection facilities to an approved system.

- (g) Other attachments

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Any other attachments to the system that are made by the customer shall be at the customers risk and the customer shall be responsible for ensuring that they are suitable for use with the system and comply with the network operators regulations. The customer shall not make attachments which diminish performance or the reliability of the system.

5. Variations

Changes to the technical specification and configuration of the system requested by the customer prior to delivery will only be effective if accepted in writing by Sitenett and expressly incorporated into the terms of this agreement and their implementation will be subject to full agreement in writing having been reached on any consequential adjustment to the contract value and target dates.

6. Contract value

6.1 The contract value shall, unless otherwise specified in this agreement, be inclusive of:

- (a) Packaging and delivery of the system to the site.
- (b) Block wiring to the extent specified in this agreement.
- (c) Installation where this forms part of this agreement.
- (d) Training, to the extent specified in this agreement.
- (e) One set of documentation.

6.2 The contract value shall, unless otherwise specified in this agreement be exclusive of:

- (a) Value Added Tax or other government imposts.
- (b) All items denoted as customers obligations in condition 4 of these conditions.

7. Payment

7.1 Where Sitenett is installing the system, payment of the contract value shall be due and payable without deduction, as agreed in contract proposal.

7.2 Where Sitenett is not installing the system, payment of the contract value shall be due and payable without deduction, as agreed in contract proposal.

7.3 In the event that the customer is unable to take delivery of the system upon the agreed delivery date, Sitenett reserves the right to deliver the system into Sitenetts stores and the customer shall be immediately liable to pay to Sitenett the contract value of the system (or the portion of it so delivered) as though delivery has been made to site.

7.4 Sitenett shall also be entitled to recover any reasonable additional costs incurred as a result of the customers delay. Payments shall be made within Thirty (30) days of the date of Sitenetts invoice and payment shall not be prevented by minor defects which do not materially affect operational use, but Sitenett shall remedy such minor defects within a reasonable time where it is Sitenetts responsibility to do so.


7.5 Where payments are not received within Thirty (30) days of the date of Sitenetts invoice Sitenett reserves the right to :

7.5.1 Suspend deliveries on this and any other order held with the customer, its parent company, subsidiaries or associates. And/or

7.5.2 Recover such sums by deduction of monies otherwise due by Sitenett to the customer, its parent company, subsidiaries or associates. And/or

7.5.3 Charge interest at the statutory interest rate specified in the late payment of commercial debts (interest) Act and amendments thereto per month or part thereof on the unpaid sum for that period the sum remained properly due. And/or

7.5.4 Enter onto the customers premises and recover the system delivered or installed. In such an event Sitenett shall return any sums previously paid less sums reasonably incurred by it in the delivery, installation and recovery of the system, including depreciation in the systems subsequent resale value.

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8. System and installation specification

8.1 The system and installation specification shall be that which has been agreed upon in writing and expressly incorporated into this agreement and any prior representations be they written or verbal shall be of no effect unless expressly incorporated herein. Where no such specification is detailed in this agreement the system and installation details in Sitenetts quotation shall apply.

8.2 The illustrations and engravings in Sitenetts catalogue and data sheets are intended to display the general features of the system and the information contained in such publications shall not form part of this agreement.

8.3 All drawings, sketches and information provided by the customer in relation to wiring and installation are contractual documents upon which Sitenett has placed reliance. Any changes, errors or omissions to such drawings, sketches or information shall form a change to this agreement with regards to which Sitenett reserves the right to make additional charges, amend timescales or offer an alternative system, whichever is appropriate and suitable.

9. Risk and title

9.1 Risk in the system shall pass from Sitenett to the customer upon delivery to the site (or, in the event of instalment delivery to the site, risk shall pass as and when each instalment is delivered to the site) and the customer shall indemnify Sitenett against all risks in respect of the same and accept full responsibility to provide insurance cover at full replacement value.

9.2 For the purpose of this condition the term system includes any item leased by Sitenett for demonstration purposes.

9.3 Risk in all other equipment, such as tools and plant taken onto the customers site by Sitenett for the purpose of this agreement, shall pass to the customer when brought onto the site by Sitenett (or its agents or sub-contractors) until such equipment is removed from the site except in so far as any damage to such equipment is due to any act of negligence on the part of Sitenett.

9.4 Title to system hardware shall pass to the customer only when Sitenett has received full payment for the system hardware. However, title to system software and the media on which it is embodied and copyright and other intellectual and industrial property rights in system software and in all data and information embodied in system hardware shall at all times remain with Sitenett and its licensors.

10. Delivery


10.1 The contract value includes packaging and delivery to the site nominated by the customer in this agreement by any means at Sitenett's disposal.

11 Matters beyond reasonable control

11.1 Neither you nor we shall be liable to the other for any loss or damage which may be suffered by the other due to any cause beyond its reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authority, war, act of terrorism, civil disorder or military operations.

12 Disputes

12.1 If you have a complaint or query regarding any aspect of the services including your bill, please contact us in writing Sitenett, 40 Sunnyside, Cramlington, Northumberland, NE23 6UX. Please include your company name, phone and customer account numbers in any correspondence.

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13 General

13.1 We may change these terms and conditions at any time for legal, regulatory or commercial reasons. We will notify you of all such changes in writing and/or by publishing them on our website located at: www.Sitenett.co.uk. To the extent that such changes are to your material detriment or relate to an increase in the charges, we will give you at least thirty (30) days notice of such changes by writing to you and/or publishing them on our website (www.Sitenett.co.uk). If you object to such changes you may be able to terminate this agreement at any time in accordance with the provisions of clause 9.8 by giving us not less than 30 days' notice. 13.2 Your Contract sets out the whole agreement between you and us for the provision of the Services and supersedes all prior arrangements, understandings and agreements between you and us.

13.2 If any particular clause of these Conditions shall be or be held to be invalid or shall not apply to your Contract the other clauses hereof shall continue in full force and effect.

13.3 Save as otherwise provided in these Conditions, any bill, notice or other document which may be given by either you or us under these Conditions shall be in writing and shall be deemed to have been given if left at or sent by post to you at the address stated in your application or any other UK address you supply to us for this purpose, or to us at the address given on your last monthly bill. Such document shall be deemed to have been delivered immediately (if delivered by hand) or 48 hours after posting (if sent by first class post). References in these Conditions to notices given to you by us "in writing" also include by email, which must be sent to your email address stated in your application or any other email address that you supply to us for the purpose. Notices given by us by e-mail shall be deemed to have been delivered the day after the day the notice is sent. For the avoidance of doubt you shall not be entitled to serve any notice on us pursuant to these Conditions by email.

13.4 Monitoring or recording of your calls may take place for our business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.

13.5 We make every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party Networks over which we have no control and we shall not be liable to you if this occurs.

13.6 Failure by either you or us to exercise or enforce any right, whether conferred by statute or by your Contract, shall not be deemed as a waiver of any such rights nor prevent the exercise or enforcement of such rights at a later date.

13.7 Your Contract and these Conditions shall in all respects be governed by and construed in accordance with English law and both you and us agree to submit to the non-exclusive jurisdiction of the English courts.