

# DEBIT / CREDIT CARD FORM

## PAYMENT INSTRUCTION FORM

PUBLISHED AS OF 1<sup>st</sup> January 2006



### SERVICE ORDER – PAYMENT INSTRUCTIONS

1. Can you insert the unique ORDER-ID number displayed on the screen.

(WCZ-0000)

2. I have completed and signed the **SERVICE LEVEL AGREEMENT**

 [PLEASE TICK]

3. I have provided **PAYMENT INSTRUCTIONS** to pay the service set-up fee..

 [PLEASE TICK]

4. I have POST / FAXED THE ABOVE ITEMS TO THE BELOW:-

 [PLEASE TICK]

**WEBCOMZ LIMITED** - Innovation Business Centre, First Floor, PO Box 6634, 54 – 56 London Road, Leicester, LE2 0QD

### PAYMENT CONFIRMATION

**METHOD OF PAYMENT:**

(Tick appropriate box)

**TOTAL ORDER (inc of vat):** £ \_\_\_\_\_ [ ] INVOICE / CHEQUE [ ] BANK DRAFT [ ] POSTAL ORDER

£ \_\_\_\_\_ [ ] CREDIT / DEBIT CARD **(add 4% surcharge on total order)**

**TOTAL AMOUNT OF PAYMENT:** £ \_\_\_\_\_ **(inc vat)**

**Declaration:** I / We are an **Individual / Ltd / Plc / Partnership / Govt / Private Users / Self Employed / Charity / Other:** and we have applied to purchase Webcomz Limited goods and services at the agreed application fee.

We / I agree to the terms and conditions by signing the payment confirmation form, I wish to confirm the order and request **WEBCOMZ LIMITED** to proceed with the order. Also I am aged 18 or over and the information provided on the service order form is complete and correct. We authorise Webcomz Limited to use their appointed customer payment collection representative to process invoices or online debit/credit card processing to collect payment for any invoices raised. (see section 10.0 PAYMENT TERMS in the terms and conditions)

I understand that I must allow 5 working days for funds to clear in Webcomz Limited bank account, before goods or services are despatched.

**FULLNAME:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

### CREDIT / DEBIT CARD PAYMENT CONFIRMATION

**CARDHOLDERS CARD DETAILS:**



For all credit or debit cards payments fill in the below and post to our offices

**CARDHOLDERS EMAIL:** \_\_\_\_\_ (e.g [Joe@yourdomain.com](mailto:Joe@yourdomain.com))

**CREDIT CARD NUMBER:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (e.g 1234/5678/9101/1124)

**CREDIT CARD EXPIRY DATE:** \_\_\_\_\_ / \_\_\_\_\_ (eg - 06/03)

**CARD SECURITY CODE:** \_\_\_\_\_ (The final 3 digits number on the BACK of your card e.g )

3 Digit security code on the back of card

12345 **678**

**CREDIT CARD HOLDER NAME:** \_\_\_\_\_ (e.g Mr Joe Bloggs)

**CREDIT CARD HOLDER SIGNATURE:** \_\_\_\_\_ **DATE OF SIGNATURE:** \_\_\_\_\_

**CARD HOLDER HOUSE NUMBER:** \_\_\_\_\_

**CARD HOLDER ADDRESS:** \_\_\_\_\_

**CITY / TOWN** \_\_\_\_\_ **POSTCODE** \_\_\_\_\_

**Webcomz Limited** - Innovation Business Centre, First Floor, PO Box 6634, 54 – 56 London Road, Leicester, LE2 0QD

**Tel:** 0870 874 6003 **Fax:** 0870 874 6004 **Email:** [info@webcomz.com](mailto:info@webcomz.com) **Web:** [www.webcomz.com](http://www.webcomz.com)

**VAT Number:** 765 7032 18 **Company Number:** 3621841

## PAYMENT INSTRUCTION FORM

PUBLISHED AS OF 1<sup>st</sup> January 2006

### TERMS & CONDITIONS

Webcomz Limited, follows the below terms & conditions of service:

#### 1. DEFINITIONS

- 1.1 "Webcomz Limited" means Webcomz Limited of Innovation Business Centre, First Floor, 54-56 London Road, Leicester, LE2 0QD.
- 1.2 "Customer" means the organisation placing an Order with Webcomz Limited.
- 1.3 "Completion" means the earliest of either acceptance of the Contract work by the Customer in accordance with any agreed acceptance criteria there for as set out in the Order, or handover by Webcomz Limited of the Contract work in good working order to the Customer or another contractor, or the issue by Webcomz Limited of a handover certificate in respect of the Contract work.
- 1.4 "Order" or "Contract" means a duly authorised order from the Customer for the Services and Products accepted by Webcomz Limited to which these Conditions shall apply.
- 1.5 "Products" means equipment and/or programs to be supplied under the Order.
- 1.6 "Services" means the work which Webcomz Limited will perform under the Order.

#### 2. PROVISION OF INFORMATION

- 2.1 Customer must ensure that Webcomz Limited is provided with all necessary information prior to the installation/consultancy taking place. This must be provided by completing a pre-installation questionnaire, client meetings and site survey where necessary, that will be supplied to the customer once the installation/consultancy is confirmed. This questionnaire must be completed and returned to Webcomz Limited no later than ten working days before the scheduled start of the installation/consultancy.
- 2.2 Webcomz Limited will review the pre-installation questionnaire, the site survey results and determine whether the installation/consultancy is viable from the information given on the questionnaire. If it is decided that the installation/consultancy cannot continue due to technical issues which cannot be resolved prior to the scheduled installation/consultancy date, the installation/consultancy will be re-scheduled and this may cause a delay in the project plan.
- 2.3 The pre-installation questionnaire, schedule of works and the site survey are vital preparation for the network design proposal. Therefore the selection of an detailed audit will improve Webcomz Limited knowledge of the client infrastructure.
- 2.4 **Site Survey Audit Level 1** is FREE, includes brief assessment of current technology, important applications and basic network security, with estimated number of network devices, estimated legacy hardware devices and estimated software installed.
- 2.5 **Site Survey Audit Level 2** is chargeable @ £600 per/day + software licence fee, this includes detailed assessment of current technology, by using audit scanning tools to ascertain detailed information about important applications, snap shot of active network devices, with actual component configuration on all devices, estimated legacy non-networked hardware devices and a snap shot of actual software installed.
- 2.6 Failure to take up **Site Survey Audit Level 2** and the revelation of information that may have come to light in the audit results. Can lead to the delay in the project plan, affecting delivery, causing dates to be changed, and an additional cost may be incurred.

#### 3. SERVICES PROVIDED

Webcomz Limited will provide an installation and configuration service for the specified products on the dates agreed between Webcomz Limited and customer. The installation and configuration will be performed as requested in the pre-installation questionnaire and project schedule of works. An installation report will be completed after the installation and delivered to the Customer.

#### 4. PLANNED NETWORK CHANGES

- 4.1 The client must ensure Webcomz Limited is notified of all planned network changes, concerning equipment on maintenance cover with us, this includes all local area network services. This includes all system configuration changes to network devices installed by Webcomz Limited.
- 4.2 All minor or major network system changes must be documented on a 4edirect change control form, then forwarded to our offices by fax, email, or our helpdesk, so we can advise on the correct procedure, under guidance of 4edirect Limited.
- 4.3 All planned works can be carried out by 4edirect appointed engineer, or the clients internal system administrator. However, any adverse system changes made by a non-Webcomz Limited engineer, will be charged for the necessary rectification work at the negotiated on-site rate.

#### 5. RESOURCES

- 5.1 Webcomz Limited will assign appropriately qualified personnel to perform the Services and will use all reasonable endeavours to minimise changes of personnel so assigned.
- 5.2 The Customer will give Webcomz Limited promptly on request such information and facilities as Webcomz Limited reasonably requires for the provision of the Services.
- 5.3 The Customer will, before commencement of the Services, nominate an authorised representative who will be the Customer's prime point of contact with Webcomz Limited and whose decisions will be the Customer for the purpose of the Contract.
- 5.4 The Customer will use all reasonable endeavours to minimise changes in the personnel assigned to discharge the Customer's obligations under the Contract.
- 5.5 The Customer/Customer's client undertakes that it shall not for a period of one year following the completion of the installation/consultancy employ or otherwise contract for the services of any person who was employed or engaged by Webcomz Limited in connection with the performance of the installation/consultancy.
- 5.6 If the customer/customer's client is in breach of the preceding term, it will pay Webcomz Limited by way of liquidated damages such sums as represent five times the annual sum most recently payable by Webcomz Limited in respect of such person's services, which sum the parties agree to be a reasonable pre-estimate of the loss likely to be suffered by Webcomz Limited as a result of such a breach.
- 5.7 Access the customer accepts to guarantee that Webcomz Limited personnel will have the appropriate access to systems and contact personnel to complete the installation/consultancy. The customer also agrees to inform Webcomz Limited prior to the installation/consultancy if any form of agreement including but not limited to a non-disclosure agreement is required to be signed prior to such access being granted. Webcomz Limited personnel are not authorised to sign such an agreement and will refer the request to Webcomz Limited management. The customer also accepts to guarantee that the customer will provide a safe environment to work in as defined by the Health and Safety At Work Act.

#### 6. FAILURE TO COMPLETE SERVICES

Where the agreed installation/consultancy cannot be completed due to issues beyond Webcomz Limited control the installation/consultancy will be charged at the quoted rate. Any further time required to complete the installation/consultancy on legacy technology will be scheduled and charged according to Webcomz Limited standard procedures. Webcomz Limited will inform the customer as soon as possible that the installation/consultancy cannot continue and the customer will have the option to cancel the remaining time allocated to the installation/consultancy order new technology to complete the project or identify other tasks for Webcomz Limited to perform with the same Customer at the same location. In either case the remaining days will be charged at the agreed rate.

#### 7. CANCELLATION

- 7.1 **Cancellation or Postponement by Webcomz Limited**  
Webcomz Limited will only cancel or postpone an installation/consultancy under exceptional circumstances will endeavour to give the Customer as much notice as possible.  
Webcomz Limited sole liability for cancellation or postponement will be to reschedule the installation/consultancy as near to the original installation/consultancy dates as possible.
- 7.2 **Postponement by Customer**  
Postponement must be notified by the customer in writing, by fax or by e-mail to Webcomz Limited as soon as possible.  
Webcomz Limited will endeavour to reassign any reserved days to other tasks; if this can be done there will be no charge or postponed dates. Where this cannot be done a £600 per man day charge shall apply.
- 7.3 **Cancellation by Customer**  
The following cancellation charges will apply if the customer cancels any order or part order for installation or consultancy. Once confirmed, with an Order Confirmation Form / Client Purchase Order Number then the consulting service charge per man day cost incurred and all specified equipment purchased to complete the project becomes immediately payable to Webcomz Limited.

#### 8. TIMESCALES AND PROGRESS CONTROL

- 8.1 Webcomz Limited will use all reasonable endeavours to meet any Completion Date stated in the schedule of works or subsequently agreed in writing. The commencement date of any timescale stated in the Contract shall be the date of acceptance by Webcomz Limited of the Order.
- 8.2 Before commencement of the Services the parties will agree appropriate methods and frequency of monitoring the progress of the Services and of the completion of any phases of the Contract.
- 8.3 If idle time is incurred through failure of the Customer to meet its obligations, Webcomz Limited may revise any schedule date for completion of any part of the Services or by giving seven days' written notice to the Customer suspend the Contract. Resumption of the Services would only occur once the parties had agreed a revised programme and any other terms consequent on the suspension.

#### 9. PRICES

- 9.1 Prices are as set out in the service order form or project order.
- 9.2 If the provision of the Services is delayed other than through the fault of Webcomz Limited, then:
  - a. Webcomz Limited will be entitled to charge the customer in respect of idle time incurred as a result of such delay and/or for wasted time incurred owing to the provision by the customer of incorrect information supplied.
  - b. The completion date of any part of the services will be deferred by a reasonable period which shall be not less than the period of such delay
  - c. All consultancy fees exclude travel and hotel expenditure which will be invoiced in addition during the project period.
  - d. All external vendors prices are subject to price variation without written notice and are subject to stock availability

#### 10. PAYMENT TERMS

Webcomz Limited utilizes percentage staged payment policy for customer order payment for all services orders. Each project has pre-negotiated payment plan for all services provided, Customer Self Service, Internal Audit Service, Website Design Service and VOIP Telecoms Service, equipment, hardware or software will be paid in advance with deferred funds into Webcomz Limited Designated Bank Account, then goods will be delivered to the Customer's premises with licence charges for programs will become payable in accordance with Condition 13 hereof. Webcomz Limited will raise invoices at such times and payment in full will be due from the Customer. Full advanced payment of any equipment purchased for off-site or on-site integration services supplied, prior to a technical engineer pre-staging or installing the equipment onto the clients premises.

- 10.2 On some projects consulting service fees will be paid by the customer in cleared funds within 7 days from date of invoice. However, Consulting Service fees charges can be deemed to be paid in advance depending on the contract requirement see attached a schedule of works.
- 10.3 If any payment under the Contract is overdue, Webcomz Limited reserves the right to suspend work under the Contract and to charge interest on a daily basis from the due date at 5 % per cent above Lloyds TSB Bank PLC Base Rate in force from time to time, and to repossess Products which have not been paid for.

10.4 Webcomz Limited appointed customer payment collection, representatives for invoice factoring are IGF INVOICE FINANCE LIMITED.

10.5 Then for all online / off line (MOTO - mail order telephone order) Webcomz Limited processes invoices via debit / credit card payments via NETBANK LIMITED.

#### 11. PRODUCTS WARRANTY

- 11.1 Webcomz Limited warrants that the Products will conform to their product descriptions, but Webcomz Limited reserves the rights to make design changes to Products provided that they do not adversely affect their function, performance or price.
- 11.2 If equipment is found to be defective within 12 months of delivery, owing to faulty design, materials or workmanship, Webcomz Limited will (at its sole discretion) either repair or replace it free of charge or provided that it has not been modified or repaired others than by Webcomz Limited and has been operated, stored and maintained in accordance with Webcomz Limited recommendations for use and that it is returned to Webcomz Limited at the Customer's expense and risk. When Webcomz Limited Technical Engineering Service Installs New Equipment, then where appropriate the exact details of new build configuration will be outlined in the NETWORK CONFIGURATION HANDOVER document, as drafted by Webcomz Limited, then at the point of planned work completion a copy of the document handover to the customer.
- 11.3 Webcomz Limited warrants for software programs as stated in the Program Licence conditions below or (where applicable) in the licensing terms packaged and delivered with the programs.
- 11.4 For Products which are not manufactured or produced by Webcomz Limited but which Webcomz Limited agrees to procure for the Customer under the Order, the Customer will only be entitled to the guarantee or warranty offered by the manufacturer or producer of such Products insofar as Webcomz Limited is able to enforce the same against such manufacturer or producer.
- 11.5 These warranties state the full extent of Webcomz Limited' obligations regarding the quality, fitness or description of the Products. All other representations, warranties, conditions, terms and statements relating to such attributes, express or implied, statutory or otherwise are hereby excluded save to the extent that their exclusion is not permitted by law.

#### 12. INTELLECTUAL PROPERTY RIGHTS

12.1 Webcomz Limited and its licensors retain all intellectual property rights in the Products.

12.2 The supply of the Products and the publication of any information or technical data relating thereto does not imply (and Webcomz Limited gives no warranty as to), freedom from the patent, registered design or other industrial property rights of third parties.

#### 13. CONFIDENTIALITY

The parties agree not to disclose to any third party, other than for the purposes of performing the Contract, any secret or confidential information or method of working revealed to each other, and within fourteen days of termination of the Contract for any reason whatsoever, will return any books, papers, records or other property belonging to each other if so requested. The provisions of this Condition will survive termination of the Contract.

#### 14. TITLE AND RISK

Webcomz Limited retains title to equipment until it has been paid for in full. The Customer will bear the risk of loss or damage to the Products from the point of delivery. The Customer is advised to insure the Products from such point.

#### 15. PROGRAM LICENCE

Programs are supplied subject to the licensing terms as stated in the Program Licence Conditions below. Where other licensing terms are packaged and delivered with the programs such terms shall, in the event of conflict, prevail over such Program Licence Conditions.

#### 16. CONTRACT CHANGE CONTROL

- 16.1 The Customer may at any time request and Webcomz Limited may at any time recommend changes in the Services and/or the Products.
- 16.2 Neither party will be obliged to agree to any requested or recommended change but neither party will unreasonably withhold its agreement to such request.
- 16.3 Webcomz Limited will advise the Customer of the likely impact of any requested or recommended change on the prices and on the timescales for the Services.
- 16.4 Until such time as any change is formally agreed, Webcomz Limited will, unless otherwise agreed, continue to perform and to be paid for the Services and Products as if such change had not been requested or recommended.
- 16.5 The parties will respond in writing to or will meet to discuss, any requested or recommended change as soon as practicable, and in any event within four weeks following receipt of the request or recommendation.
- 16.6 Any agreement to a requested or recommended change will become valid as an amendment to the Contract only when recorded in writing and signed by authorised representatives of both parties.

#### 17. ACCEPTANCE & PROJECT SIGN OFF

- 17.1 The Services will be deemed, to have been accepted by the Customer when any agreed acceptance criteria therefor, as set out in the schedule of works and service order form, have been satisfied. In the absence of such criteria, acceptance by the Customer will be deemed to have occurred on Completion.
- 17.2 Upon completion of the installation or consultancy to the satisfaction of the customer, the customer will be required to sign an acceptance and project sign off report, which indicates their acceptance of the network service providers schedule of works.
- 17.3 Upon receipt of this report Webcomz Limited will invoice the customer for all remaining fees to be paid in cleared funds. Whether the services are for our Customer Self Service, Internal Audit Service, Website Design Service and VOIP Telecoms Service services.

#### 18. EXTENT OF LIABILITY

- 18.1 Webcomz Limited' total liability for any and all claims by the Customer for loss or damages, whether in contract, by reason of negligence or otherwise, or whether related to any single event or series of connected events, shall not exceed the Contract price. But in any event subject to the other express provisions in these Terms and Conditions limiting or excluding liability insofar as these are enforceable at law.
- 18.2 Webcomz Limited shall have no responsibility or liability for Products or Services supplied by persons other than Webcomz Limited or for modifications to any equipment or programs which are made by persons other than Webcomz Limited.
- 18.3 In no event shall Webcomz Limited be liable for any incidental, indirect or consequential damages, loss of use, loss of data, loss of business, loss of revenue or loss of profits incurred by the Customer.

#### 19. TERMINATION

Webcomz Limited reserves the right to terminate the Contract and all rights granted under it summarily by written notice if the Customer commits any material breach of contract, or if the Customer has suffered an event of insolvency, liquidation or bankruptcy or any event analogous thereto, or if any circumstances have arisen which provide reasonable grounds for Webcomz Limited to believe that any such event is about to occur or that for any other reason the Customer is likely to default on payments.

#### 20. ASSIGNMENT

Neither party shall assign or otherwise transfer this Agreement or any rights and obligations hereunder without the prior written consent of the other, such consent not to be unreasonably withheld. Save that Webcomz Limited shall be entitled to assign this Agreement to any company which is from time to time an associated company, a holding company or a subsidiary of Webcomz Limited or a subsidiary of that holding company (as those expressions are defined in the Companies Act 1985) on giving written notice to the Contractor.

#### 21. FORCE MAJEURE

Webcomz Limited will not be liable for failure or delay in delivery or Completion, or in the performance of any other obligations under the Contract due to any cause beyond the reasonable control of Webcomz Limited or any of its suppliers or subcontractors.

#### 22. GOVERNING LAW

The Contract will be governed and construed in all respects in accordance with English Law.

#### 23. SOLUTION TERMS

The Order is accepted on these Terms and Conditions, to the exclusion of all others, unless otherwise specifically agreed in writing prior to the date of Webcomz Limited' acceptance of the Order.

#### L1 LICENCE TERMS FOR PROGRAMS

- L1.1 The Customer is granted a non-exclusive non-transferable licence to use the programs for the purposes and subject to any limitations referred to on the Order or in the product descriptions for the programs.
- L1.2 Programs are licensed for use on the identified equipment. The identified equipment is either as stated on the relevant Order or (in the absence of such a statement) the equipment with which the programs are first used.
- L2 **Delivery of programs** - Webcomz Limited will deliver one copy of the licensed programs on media supplied by Webcomz Limited.
- L3 **Charges**  
Except where there is a one-time licence charge specifically included in the Contract price, Program licence charges are due in advance from the date of licence commencement which will be the later of the date of delivery of the programs or the installation date of the equipment for use with which the programs are licensed, or any other date agreed by the parties in writing.
- L3.1 All charges are quoted net of any applicable sales taxes which will be added in accordance with prevailing legislation.
- L4 **Copying**  
The Customer may not copy programs except for reasonable operational security. The Customer must reproduce all Webcomz Limited and other proprietary notices on any such copies.
- L4.2 Program documentation may not be copied without Webcomz Limited' prior written consent.
- L5 **Warranty**  
Webcomz Limited warrant that it will investigate any intrinsic error or non-conformance to the relevant product description reported to Webcomz Limited within 30 (thirty) days of licence commencement and provide error correction services or, where available, avoidance information.
- L5.1 No guarantee is given of uninterrupted or error-free running or that all errors will be rectified by error correction or avoidance action.

Webcomz Limited - Innovation Business Centre, First Floor, PO Box 6634, 54 – 56 London Road, Leicester, LE2 0QD

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