

## **BONLINE**

### **EQUIPMENT SCHEDULE**

Capitalised terms in this Schedule not defined in the Agreement will have the following meaning.

#### **Definitions**

“Acceptance Test” means a test carried out by our engineers (or by you in accordance with our instructions if we agree in writing) to check if the Equipment works correctly after installation;

“Delivery Date” has the meaning given in Paragraph 2.1;

“De-installation Charges” means the Charges payable by you on de-installation of the Service that, unless we say otherwise to you in writing, will be equal to the then current rates for Installation Charges on the date of de-installation;

“Equipment” means equipment you purchase from us specified in the relevant Order such as any IP phone, broadband router, mobile router, mesh Wi-Fi extender, mobile phone, laptop computer, netbook or tablet;

“Fault” means an unplanned interruption to, or a material reduction in the quality of, the performance of the Equipment;

“Installation Charges” means those Charges set out in the Order in relation to installation of the Equipment;

“Rented Equipment” means Equipment you receive from us, either free of charge or on a monthly rental fee, specified in the relevant Order; and

“Warranty Period” means the warranty period covering Faults in the Equipment, which will be in line with the manufacturer’s warranty terms.

#### **1 Scope**

1.1 This Schedule is part of bOnline Business Terms and Conditions and describes how we will deliver the Equipment to you and provide any associated installation services specified in the Order.

1.2 The General Business Terms and some Service Schedules include specific provisions in relation to the Equipment. In the event of a conflict, inconsistency or ambiguity between the General Business Terms, or a Service Schedule, and this Equipment Schedule, the Equipment Schedule will prevail.

#### **2 Our Obligations**

2.1 We will provide you with a date for the delivery, and if applicable the installation, of the Equipment (“Delivery Date”), but all dates are estimates;

2.2 We only deliver the Equipment, and provide the installation services, within the UK.

2.2 We will install, or provide instructions for you to self-install, the Equipment at the Premises as specified in the Order.

### **3 Your Obligations**

3.1 Before the Delivery Date you will:

3.1.1 confirm the delivery address and provide us with the contact details of your representative who will be responsible for receiving the Equipment at the Premises;

3.1.2 provide us with any information we reasonably require timely and without undue delay;

3.1.3 provide our staff, engineers and subcontractors, with access to the Premises during Working Hours, to enable us to deliver and install the Equipment, as specified in the Order. The General Business Terms apply in relation to appointments and cancellations for the delivery and installation or de-installation of the Equipment (including cancellation Charges); and

3.1.4 Prepare and maintain the Premises for the installation of Equipment, including: (a) provide a suitable and safe operational environment for any Equipment including, where applicable, all necessary trunking, conduits, cable trays, power sockets and telecommunications connection points in accordance with our instructions and in accordance with industry standards; (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect the Equipment to appropriate telecommunications facilities in time to allow us to undertake any necessary installation or any maintenance services, as set out in the Order; (c) complete any other preparation activities that we may request, in accordance with the timescales we require, to enable the delivery and installation of the Equipment; and (d) carry out, before or after installation, any work that may be required as specified in the Order.

3.2 On and from the Delivery Date, you will comply with the provisions of any software licences provided with or as part of the Equipment.

3.3 You will, until ownership in the Equipment transfers to you in accordance with Paragraph 5 below:

3.3.1 keep the Equipment safe and without risk to health;

3.3.2 only use the Equipment, or allow it to be used, in accordance with any instructions we may give and for the purpose for which it is designed;

3.3.3 not move the Equipment or any part of it from the Premises;

3.3.4 not make any alterations or attachments to the Equipment without our prior written consent.

3.3.5 not sell, charge, assign, transfer or dispose of or part with possession of the Equipment or any part of it;

3.3.6 not allow any lien, encumbrance or security interest over the Equipment, nor pledge the credit of us for the repair of the Equipment or otherwise;

3.3.7 not claim to be owner of the Equipment and ensure that the owner of the Premises will not claim ownership of the Equipment, even if the Equipment is fixed to the Premises;

3.3.8 obtain appropriate insurance against any damage to or theft or loss of the Equipment;

3.3.9 indemnify us: (i) against all claims and proceedings arising from your use of the Equipment or (ii) if the Equipment is damaged, stolen or lost. You will keep us informed of anything which may affect our rights; and

3.3.10 ensure that the Equipment appears in our name in your accounting books.

#### **4 Equipment Acceptance**

4.1 If we do not install the Equipment, you accept the Equipment when you take delivery or possession of the Equipment (or the Equipment is left in your Premises); and

4.2 If we install the Equipment, you accept the Equipment the earlier of: (a) the date you confirm acceptance in writing; (b) the time when our engineers install and confirm the Equipment is ready for your use (after carrying out an Acceptance Test if required); (c) when you start using the Equipment, or (d) if we agree with you in the Order or otherwise in writing, the date you carry out the Acceptance Test (which must be no later than five Business Days from receiving the Equipment). If you notify us in writing or we learn, that the Equipment has not passed the Acceptance Test, the acceptance date, will be the date we notify you in writing that we have remedied the non-conformance.

4.3 It is your responsibility to satisfy yourself as to the suitability of Equipment for your business needs.

#### **5 Transfer of Title and Risk**

5.1 The title in the Equipment (except for the Intellectual Property Rights and the associated software) will pass to you when you have paid for the Equipment in full and we deliver it to you). The title in any Equipment we rent to you shall always remain with us or our suppliers as applicable.

5.2 If and when the property of the Equipment passes on to you, you will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under this Schedule that has become waste electrical and electronic equipment ("WEEE").

5.3 You will indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 5 or in connection with the WEEE Directive.

#### **6 Invoicing**

6.1 Where applicable, we will invoice you for the Equipment or the Rented Equipment and the installation services as set out in the Business Terms & Conditions or as otherwise specified in the Order.

6.2 Unless we state otherwise in writing:

(a) you shall be responsible to pay the full rental fee for the rental period you agree with us.

(b) at the end of the rental period, you shall return the rental Equipment to us at your own cost, in accordance with our instructions, in its original packaging and in perfect working condition, free from damage and with all original components and accessories included.

6.2 Unless stated otherwise in an applicable the Order, we will invoice you for:

6.2.1 Installation Charges, on the Acceptance Date (or prior to Acceptance Date if this is specified in the Order);

6.2.2 Equipment when we accept your Order;

6.2.3 De-installation Charges within 30 days of de-installation of the Service; and

6.2.4 any cancellation Charges incurred, in accordance with the Business Terms and Conditions.

6.3 We may invoice you for any of the following Charges in addition to those set out in the Order:

6.3.1 charges for expediting Delivery Date at your request after you have been informed of such date or for any bespoke services you require from us;

6.3.1 charges for investigating a Fault in the Equipment that you report to us where we find no Fault (or that the Fault is caused by something for which we are not responsible); and

6.2.8 any other Charges agreed between you and us in writing.

## **7 Warranty**

10.1 If you report to us during the Warranty Period (according to the process set out in the Order, or any other process that we give you notice of, that there is a Fault in the Equipment which is due to faulty design, manufacture or materials, or to our negligence, we will (or will arrange for the manufacturer or other third party to) replace or repair the faulty equipment (at our option), unless:

10.1.1 the Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or our instructions;

10.1.2 the Equipment has been modified without our written consent;

10.1.3 the Fault is due to accidental or wilful damage, interference with or maintenance of Equipment by persons other than us, or a third party authorised by us;

10.1.4 the Fault is due to faulty design by you where the Equipment has been manufactured to your design; or

10.1.5 the Fault is not due to fair wear and tear.

10.2 If requested by us, you will return the Equipment affected by a Fault to us or to the manufacturer or other third party, in accordance with our instructions, for repair or replacement. If the Equipment is outside the Warranty Period you will be responsible for all cost associated with the repairs or replacement.

10.3 We do not warrant that the software supplied with the Equipment will be free of all Faults or that its use will be uninterrupted, but we will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time during the warranty period.

## **11 Interoperability**

We do not make any representations, whether express or implied, about whether the Equipment will operate in combination with any other equipment or software.

## **12 Security**

12.1 You are responsible for the proper use of any usernames, personal identification numbers and passwords used with the Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.

12.2 We do not guarantee the security of the Equipment against unauthorised or unlawful access or use.