

## CONDITIONS OF SALE

### Order Terms and Conditions

1. Definitions used in this Agreement shall have the same meaning as those set out in the Rental Agreement.
- 1.1 **4Com:** means 4Com Customer Services Ltd, of Loewy House. 11 Enterprise Way, Aviation Park West, Christchurch, Dorset BH23 6EW. Registered in England No. 3601393
2. The terms of the Rental Agreement provide that it may be transferred or assigned to 4Com at any time during the Fixed Period and at the absolute discretion of the Hirer. Should this happen 4Com shall be entitled to enforce the terms of the Rental Agreement as if 4Com was a signatory to it. In such an event, either 4Com or the Hirer will give you notice of any variation to the way in which the rentals are to be made.
3. No order for the rental of Equipment which has been accepted by 4Com may be cancelled by the Customer prior to installation except with the express agreement in writing of 4Com, and on the terms that the Customer shall indemnify 4Com for the administration costs accrued in dealing with your order ('the Cancellation Charge'). The Cancellation Charge is calculated as being equivalent to 3 quarterly rentals and this sum shall be immediately due to 4Com on notice of cancellation being given. It is agreed that this is a fair and reasonable charge in all circumstances.
4. Where the Rental Agreement has been transferred or assigned to 4Com, 4Com may at its own discretion accept the Cancellation Charge in settlement of all amounts which may otherwise be due to 4Com on termination of the Rental Agreement.
5. By signing and dating a copy of this Agreement You represent that you are a Body Corporate and not an individual for the purposes of the Consumer Credit Act 1974 and You agree and accept the terms and conditions set out in this Agreement and in the Rental Agreement.
6. **Broadband**  
The Broadband Agreement is for a minimum 12 month term, which will automatically renew unless terminated by the Customer providing not less than 42 days written notice. Such notice to coincide with the anniversary of this Agreement or any subsequent anniversary thereof, and must be sent to 4Com's place of business via recorded delivery.  
In the case of 4Com's Broadband Service being supplied as part of an introductory free offer, this offer is noted as having a duration equal to the initial minimum term only. Should the Customer not provide notice of termination of this Service prior to the first anniversary, the Service will automatically renew for a further minimum term, chargeable at 4Com's current rates for the relevant Service supplied. Please visit [www.4Com.co.uk](http://www.4Com.co.uk) for further information and pricing.
7. **Financial Information**  
In the event of failure to obtain finance from a third party finance provider ('Hirer') 4Com reserves the right to request additional financial information to assist the customer with obtaining finance. Failure to provide such financial information within 20 days of request by 4Com will entitle 4Com to receive severance fees from the customer in line with Clause 3 above.