

Reference: [070120-CDSSC1]

Dated: 07/01/2020

Service Specific Conditions for the Supply of Configure and Deliver Services which apply in addition to (and which supplement and/or vary):

Daisy Terms and Conditions for the Provision of Equipment and/or Mobile Network Services – August 2019 (“Mobile Terms and Conditions”)

The following terms and conditions shall apply in addition to the Mobile Terms and Conditions:

1. Definitions

1.1 “Configure and Deliver Services” means the provision of configuration services to devices offered by the Company and subsequent delivery services.

2. Additional terms for Configure and Deliver Services

Charges

2.1 The Charges for the Configure and Deliver Services are:

2.1.1 as set out on the Order Form and based on the number of devices as set out in the Order Form for which the Configure and Deliver Services are supplied;

2.1.2 will be invoiced upon delivery of the devices to the Customer and the Customer shall pay such Charges within fourteen (14) days of the date of the invoice.

2.2 The Charges for the Configure and Deliver Services include delivery:

2.2.1 to a standard mainland address within England, Scotland or Wales;

2.2.2 on a standard basis where adequate notice for delivery is provided to the Company;

in all other circumstances, there will be additional delivery Charges as notified to the Customer by the Company.

2.3 If the Customer fails to take delivery of the devices or if by reason of instructions or lack of instructions from the Customer the delivery of any devices is delayed for more than twenty-eight days after the Company has given notice to the Customer that the devices are ready for delivery the Configured Devices shall be deemed to have been delivered and the Customer shall pay to the Company the reasonable costs of storing, protecting and preserving such devices after the expiry of such period of twenty-eight days.

Customer Obligations

3.1 The Customer (and not the Company) shall carry out all pre-requisite activities which are necessary before the Company can perform the Configure and Deliver Service.

3.2 The Customer shall co-operate with the Company in all matters relating to the Configure & Deliver Service.

3.3 The Customer shall comply with any instructions given by the Company to the Customer relating to the Configure & Deliver Service.

3.4 The Customer shall purchase all mobile devices and accessories used in conjunction with the Configure & Deliver Service from the Company.

3.5 The Customer shall:

3.5.1 ensure that the Configure & Deliver Service purchased by the Customer is sufficient for the Customer’s requirements;

- 3.5.2 ensure that device compatible accessories are purchased to use in conjunction with the mobile devices and the Configure and Deliver Service;
 - 3.5.3 provide to the Company all application detail and information for all Mobile Application Software being installed with the Configure and Deliver Service;
 - 3.5.4 provide to the Company the Asset tags being used in the Configure and Deliver Service;
 - 3.5.5 provide to the Company the Mobile Numbers, or any other device associated Customer reference details which are linked with the configured devices;
 - 3.5.6 accept receipt of the Configured Devices upon delivery to the agreed address.
- 3.6 The Customer shall be responsible for providing the Company with all information relevant to the supply of the Configure and Deliver Services within sufficient time to enable the Company to duly perform the Contract.
- 3.7 The Customer shall ensure that the details set out on the Order Form and any drawings, sketches, specifications, descriptions or other instructions supplied by the Customer or any agent or representative of the Customer in connection with the Configure and Deliver Services (as the case may be) by the Company are accurate and fully describe the Customer's requirements and the Customer shall be liable for any liability, loss, injury, damage, demand, claim, cost, charge or expense which may be incurred or sustained by the Company by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any such drawings, sketches, specifications, descriptions or other instructions in relation thereto, or where the compliance with, or use of any such any details, drawings, sketches, specifications, descriptions or other instructions by the Company constitutes the infringement of the intellectual property or other rights of another person.