



Air4i

Service Terms and Conditions

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1.0 Introduction

1.1 This document (together with the documents referred to on it), and the Privacy Policy, tell you the terms and conditions on which we supply any of the products and services (Products) including any products listed on our website www.Air4i.co.uk (our site) to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from us. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. Please retain a copy of these terms and conditions and your order for future reference.

2.0 Information about us

2.1 We operate the website <http://www.Air4i.co.uk> we are Air4i, and have our registered office at Unit 7, Grange Road, Houston Industrial Estate, Livingston, EH54 5DE.

3.0 Links to other websites

3.1 We may provide links on our site to other websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from companies to whose website we have provided a link on our site will be of satisfactory quality, and any such warranties are disclaimed by us.

4.0 Your Status



By placing an order with us, you warrant that:

- 4.1 You are legally capable of entering into binding contract.
- 4.2 You are the proprietor of the Business/Home.
- 4.3 You are at least 18 years old.

5.0 How the contract is formed

- 5.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that we are not obliged to accept your order. Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending an e-mail to confirm that the product has been accepted with an approximate installation date.

6.0 Our Liability

- 6.1 This clause shall apply to all customers.
- 6.2 If we fail in these terms and conditions, we shall only be liable to you for the purchase price of products.
- 6.3 We will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:
 - 6.3.1 Loss of income or revenue
 - 6.3.2 Loss of business.
 - 6.3.3 Loss of profits.
 - 6.3.4 Loss of anticipated savings.
 - 6.3.5 Loss of data.
 - 6.3.6 Loss of management or office time.
 - 6.3.7 Loss of Service beyond our control

However, this clause will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories (6.3.1) to (6.3.7) inclusive of this clause.

- 6.4 Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation or for any other liability what we are not permitted by law to exclude or limit.

7.0 Cancellations (Business)

- 7.1 If the Consumer Protection Regulations 2000 apply, the Customer shall have the right to cancel this Agreement without any liability within 14 days of date of Agreement provided that Services have not commenced and are not due to commence in this period.

8.0 Cancellations (Consumer)

- 8.1 If you have ordered services from us, but then simply decide to cancel your order, then you are entitled to cancel the Contract at any time up to seven days after the service has started beginning on the day after you receive the start of service from us. In this case, you will receive a full refund of the price paid for the Product in accordance with our refunds policy (set out in clause 8.2 below).
- 8.2 We will usually refund any money received from you using the same method originally used by you to pay.

9.0 Term, Suspension and Termination

- 9.1 Termination



The term of this Agreement shall be set out in the contract. The Company may at its discretion terminate this Agreement upon 10 days' notice to the Customer if:

- 9.1.1 The Customer ceases to do business, or otherwise terminates business operations;
- 9.1.2 becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or any proceeding is instituted against the Customer;
- 9.1.3 Undergoes a change or similar arrangement; and/or
- 9.1.4 Fails to make timely payments as required under Agreement.
- 9.1.5 Refuses to pay additional charges
- 9.1.6 If the Customer commits a material breach, or a series of breaches the combination of which constitutes a material breach and the Customer fails to remedy the breach within 10 days after receipt of notice giving particulars of breach and requiring them to be remedied.

9.2 Relocation

- 9.2.1 Throughout the term of your contract you may move property and would like your services re-located, this will require an additional charge to cover the management and engineering fees subject to site survey. This will be a set fee of £50.00 including VAT with additional materials needed as an extra.
- 9.2.2 Failure to pay these charges will lead to termination of contract with immediate effect and Air4i property recovered.

9.3 Suspension Of service

The Company will suspend the service without notice if the customer;

- 9.3.1 Fails to pay the previous invoice
- 9.3.2 Does not adhere to the fair usage policy
- 9.3.3 Damages Air4i property

Please note a Reconnection Charge will be applicable to customers who are to be reconnected after suspension that requires the engineer to be assigned.

The Customer Service Suspension Request

- 9.3.4 Customers can apply for a service suspension via e-mail to thecrew@air4i.co.uk
- 9.3.5 Requests are processed and are accepted via an e-mail reply.
- 9.3.6 Suspended services require a reconnection fee to cover admin and engineering charges of £50.00.
- 9.3.7 Suspended services need confirmation of reconnection via e-mail for the service to resume and payment of reconnection invoice this process can take up to 7 days.

9.4 Termination of service Customer

- 9.4.1 Customers reserve the right to cancel the contract if after initial contact to Air4i if we fail to:-
 - Respond for more than a 48 hour period when the service is not available.
 - No service for more than a 14 day period in succession.
- 9.4.2 Cancellation requests must be sent via e-mail or in writing to air4i and saved for future reference.
- 9.4.3 All equipment supplied remains the property of Air4i.
- 9.4.4 Whilst in the contractual period it is solely the customer's responsibility to show care and attention to the hardware and devices, failure to take care of the equipment when returned in a non-satisfactory state or not returned at the end of the period the customers will be invoiced for replacement equipment.



- 9.4.5 Outstanding invoices and installation fees must be paid pre termination request if out of the initial cancellation period.
- 9.4.6 Failure to comply with all of the above regarding cancellation WILL result in legal action governed by head office.

9.5 Factory Reset Button on Device

Throughout the duration of the customers agreed term the customer “under no circumstances” factory resets any of the Air4i equipment, this removes all configurations and requires a full rebuild of the device/s, any Air4i property found to be tampered with incurs a non-negotiable £50 callout fee to reconfigure the device.

10.0 Limitation of Liability

Limitation of liability: Nothing in this Agreement limits either party's liability for death or personal injury due to negligence or fraudulent misrepresentation. Except as set out in this clause, the Company shall not be liable for lost profits, loss of business, loss caused by supply of inaccurate information or any omitted information by the Customer, any consequential, punitive, incidental or indirect loss or damages, whether any claims for such damages are based on tort, contract, or other theories, and whether the Company knew or should have known the possibility of such damages. Except as set out in this clause and clause in 8.2, the Company's total aggregate liability under this Agreement for any losses or damages shall not exceed the total price payable for services.

11.0 Technical Services

No employee, agent or representative of the Company is authorized to make any other representation or warranty with respect to our TS and any other services. Our TS is provided on a best efforts basis to provide service and support the Buyer's networking systems. The Company reserves the right to modify or terminate support services during your subscription period, and to decline renewal of your subscription at the expiration of any plan period. Where TS has been used but not paid for, the Company reserves the right to invoice the Buyer for any TS used, at the prevailing rate. TS is for 'Services' only and is not transferrable for the purchase of goods. All unused TS support hours will be forfeited upon early termination of the contract by the Buyer and any pre-paid sums are non-refundable.

12.0 Modifications and additional terms

12.1 Modifications to these T's & C's: The Company reserves right to modify these T's & C's without prior notice. When changes are made, the Company will update this document on the Company's website. If the Customer does not accept any changes, the Customer shall promptly notify the Company of such non-acceptance and in such case, the old T's & C's shall govern for the remaining term of Agreement and the new T's & C's shall apply to any new Agreement

13.0 Confidentiality

"Company's Confidential Information" means any commercial information of the Company, any information contained within instruction manuals or other documents provided to the Customer and any other information related to Services. The Customer will keep all the Company's Confidential Information confidential for a period of 3 years after termination of this Agreement or any related agreement with the Company. The Customer may not disclose Company's Confidential Information to any third party without Company's prior written consent. Customer may share the Company's Confidential Information with only its employees who have a 'need to know' and who are subject to legally binding obligations to keep such information confidential. Confidentiality obligations in this clause do not apply to the Company's Confidential Information that



- The Customer can demonstrate was in its possession before receipt from the Company.
- Is or becomes publicly available through no fault by the Customer.
- Is rightfully received by the Customer from third party without duty of confidentiality.

If the Customer is required by government body or court of law to disclose any Company Confidential Information, the Customer shall give the Company reasonable advance notice so that the Company has an opportunity to contest disclosure

14.0 Notices

All notices given by you to us must be given to us via E-mail to the mail address that is given to you when the order has been accepted. We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent. In proving the service of any notice, it will be sufficient to prove, in the case of an email, that such email was sent to the specified email address of the addressee.

15.0 Governing Law and Dispute Resolution

These terms and conditions and the Contract will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

16.0 Transfer of rights and obligations

16.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

16.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

16.3 Subject to notification to the Customer, the Company may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

17.0 Entire Agreement (Customers)

17.1 This clause shall only apply to customers acting as a consumer.

17.2 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorized agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

18.0 Entire Agreement (Business)

18.1 This clause shall only apply to business customers

18.2 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

18.3 We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty that is not set out in these terms and conditions or the documents referred to in them.

18.4 Both parties agrees that our only liability in respect of those representations and warranties that are set out in this agreement will be for breach of contract.

18.5 Nothing in this clause limits or excludes any liability for fraud.



19.0 General

- 19.1 Export and compliance with laws: The Customer acknowledges that Services provided under this Agreement may be subject to export control laws and regulations in European Union, United States or other countries. The Customer shall comply with all applicable laws, orders and regulations of any governmental authority in connection with receipt of Services and shall bind its employees or other users of Services accordingly.
- 19.2 Non-solicitation: During term of the Agreement, and for a period of 12 months following its termination, the Customer shall not directly or indirectly employ or solicit for employment any members of the Company's then current personnel. If the Customer breaches this clause, in addition to any other remedies available in this Agreement or at law, the Company shall be entitled to recover from the Customer liquidated damages equivalent to 26 weeks of gross annual salary of the member of Company's personnel employed or solicited for employment. The Parties agree that such amount is a Nexus Open Systems Nexus Open Systems Ltd | Online Services Terms and Conditions Page | 16 genuine pre-estimate of the Company's loss and not a penalty. This clause shall not restrict the Customer from employing any members of the Company's personnel who apply unsolicited in response to a general advertising or other general recruitment campaign.
- 19.3 Force majeure: The Company shall be entitled to delay or cancel delivery of Services or to reduce the amount of Services delivered if it is prevented from or hindered in or delayed in the provision of Services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, fire.
- 19.4 Relationship of parties: The parties are each independent contractors. Nothing in this Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party.
- 19.5 Third party rights: This Agreement is not intended to be for benefit of, and shall not be enforceable by, any person other than a party, under the Contracts (Rights of Third Parties) Act 1999.
- 19.6 We shall not be liable or responsible for or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond our control.
- 19.7 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights
- 19.8 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 19.9 If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 19.10 We may change these terms and conditions at any time. Any changes will apply to any orders that you place after the time that we update the terms and conditions of our website. The changes will not apply to any order that you place before we make the changes on our website.

