

Definitions

"Act" means the telecommunications Act 1984 and amendments to the Act that may be made from time to time. "Customer" means the person, firm or corporation specified overleaf. "Agreement" means this agreement between the Customer and Business Phone Calls Ltd, entered into subject to these Terms & Conditions and also comprising the terms set out overleaf. "Service" means the provision of telecommunications services to the telephone numbers indicated overleaf.

1. The Service

Business Phone Calls Ltd undertakes to provide the Customer with the Service as requested overleaf. Business Phone Calls Ltd undertakes to exercise the appropriate care in the provision, operation and maintenance of the Service.

2. Duration

This Agreement shall come into full force and effect from the date of acceptance by Business Phone Calls Ltd and shall continue until:

- (i) determined by either party giving to the other not less than one month's prior written notice unless there is a Minimum Term stated on the Agreement in which case the one month's notice must end after the Minimum Term has expired or
- (ii) termination forthwith on Business Phone Calls Ltd giving notice of a breach by the Customer of their obligations under this agreement or
- (iii) termination after 7 days if such a breach is capable of remedy and is not remedied within the said 7 days of giving such notice.

3. Use of Services

(a) The customer shall be responsible for the safe custody and safe use of the Service and any related equipment after installation of the Service and, without prejudice to the generality of the foregoing, the Customer agrees and undertakes:

- (i) to use the Service in accordance with such conditions as may be notified to it in writing by Business Phone Calls Ltd from time to time;
- (ii) not to cause any attachments other than those approved for connection under the Act to be connected to the Service;
- (iii) not to contravene the Act or any other relevant regulations or licences;
- (iv) not to use the Service as a means of communication for a purpose other than that for which the Service is provided and as may be set out from time to time by Business Phone Calls Ltd. (Business Phone Calls Ltd will provide the Customer with the maximum notice practicable should there be any change as would materially affect the parties obligations)
- (v) not to use the Service for transmission of any material which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character.
- (vi) not to use the Service in a manner which constitutes a violation or infringement of the rights of any other party.
- (vii) to ensure that its telecommunications equipment is maintained at all times during the period of this Agreement in good working order and in conformation with the relevant standards.
- (viii) to provide Business Phone Calls Ltd with all such information as it reasonably requests relating to Customer's telecommunications equipment.

(b) The Customer shall indemnify Business Phone Calls Ltd against all liabilities, claims, damages, losses and expenses arising directly from any breach of the undertakings contained in Clause 3.(a).

4. Equipment, software and Service Charge

- (a) Any equipment and/or software provided by Business Phone Calls Ltd under this agreement specifically for the Service shall remain the property of Business Phone Calls Ltd at all times.
- (b) A monthly charge shall be made as specified overleaf for equipment rental and software provided by Business Phone Calls Ltd specifically for the Service together with a Service charge at current rates.

5. Access to Premises and Provision of Information

(a) To enable Business Phone Calls Ltd to exercise its obligations under this Agreement:

- (i) The Customer shall permit or procure permission for Business Phone Calls Ltd and any other person(s) authorised by Business Phone Calls Ltd to have reasonable access to its premises and the Service's connection points and shall provide such reasonable assistance as Business Phone Calls Ltd requests.
- (ii) Business Phone Calls Ltd will normally carry out work during normal working hours, but may request the Customer to provide access at other times but such request shall not oblige the Customer to provide such access.

(b) At the Customer's request, Business Phone Calls Ltd may agree to work outside normal working hours and the Customer shall pay Business Phone Calls Ltd's reasonable charges for complying with such a request.

(c) If the Customer requests maintenance or repair work which is found to be unnecessary, the Customer may be charged for the work and the costs incurred. Business Phone Calls Ltd will give notice that work is considered unnecessary prior to raising charges.

6. Suspension of Service

(a) Business Phone Calls Ltd at its sole discretion may elect to suspend forthwith provision of the Service until further notice without compensation on notifying the Customer either orally (confirming such notification in writing) or in writing in the event that:

- (i) The Customer is in breach of the Agreement.
 - (ii) The Customer fails to pay monies due to Business Phone Calls Ltd on the due date.
 - (iii) Business Phone Calls Ltd is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authorities.
- (b) The Customer shall reimburse Business Phone Calls Ltd for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of the Service as appropriate, but only where the suspension is implemented as a consequence of breach, fault or omission of the Customer.

7. Liability

(a) Nothing in this agreement shall exclude or restrict Business Phone Calls Ltd's liability for death or personal injury resulting from the negligence of Business Phone Calls Ltd or of its employees while acting in the course of their employment.

(b) In the event that the service fails to operate and the Customer diverts telephone calls to another telephone carrier Business Phone Calls Ltd will not be responsible for that carrier's charges.

(c) Neither party shall be liable to the other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever.

(d) If Business Phone Calls Ltd informs the Customer in advance of any telephone number it is recommended that the Customer does not print, publish or distribute the number in any way until after the number is working. Business Phone Calls Ltd does not accept any liability for any loss or costs incurred whatsoever if the Customer releases a number contrary to this recommendation.

8. Charges and Payments

(a) The Customer shall be invoiced monthly by Business Phone Calls Ltd and agrees to pay all charges by Direct Debit within 14 days of the date of invoice.

(b) Charges will be at Business Phone Calls Ltd's current prices as amended from time to time.

(c) Should Business Phone Calls Ltd's charges or Savings Levels be amended the Customer will have twenty eight days from written notification of said amendments to terminate in writing the Agreement without penalty.

(d) Usage charges payable shall be calculated by reference to data recorded or logged by Business Phone Calls Ltd and not by reference to any data recorded or logged by the Customer.

(e) Any sums owing after 14 days from date of invoice shall bear interest until the date of payment at the rate of 2.5% per month such interest to be compounded with monthly rests but without prejudice to any other rights which Business Phone Calls Ltd may have.

(f) All sums referred to in this Agreement are exclusive of Value Added Tax and any taxes of a similar nature which may from time to time be introduced

(g) A minimum charge per invoice may be applied.

9. Termination.

(a) Notwithstanding anything to the contrary expressed or implied in this Agreement, either party (without prejudice to its own rights) may terminate this Agreement forthwith in the event that a liquidator (other than for the purpose of amalgamation or reconstruction), trustee in bankruptcy, administrator, receiver and manager is appointed in respect of the whole or part of the assets and/or undertaking of the Customer or the Customer enters into any arrangement or composition with its creditors, or if the Customer becomes unable to pay its debts within the meaning of s123 of the Insolvency Act 1986, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order.

(b) Notwithstanding anything to the contrary expressed or implied in the Agreement Business Phone Calls Ltd (without prejudice to its own rights), may terminate this Agreement forthwith in the event that any licence under which the Customer has the right to run its telecommunication system and connect it to the Service is revoked, amended or otherwise ceases to be valid.

(c) If the Customer wishes to cancel this Agreement in whole or in part prior to connection, Business Phone Calls Ltd will agree to accept such cancellation upon the basis that the Customer shall reimburse to Business Phone Calls Ltd any costs or cancellation charges incurred by Business Phone Calls Ltd as a result of the Customers instructions.

10. Assignment

Business Phone Calls Ltd may, but the Customer shall not (without prior written consent of Business Phone Calls Ltd), assign or delegate or otherwise deal with all or any of its rights and obligations under the Agreement.

11. General

(a) This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either party, whether oral or written. No alteration, modification or amendment is to be made to this Agreement.

(b) Failure by either party to exercise or enforce any right conferred to this Agreement shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

(c) By signing the form overleaf, the Customer thereby agrees to the total exclusion of all its terms and conditions of business from this Agreement.

(d) Any notice, invoice or other document which may be given by Business Phone Calls Ltd under this Agreement shall be deemed to have been duly given if left at or sent by post to an address to which notices, invoices or other documents may be sent, or the Customer's usual or last known place of abode or business, or if the Customer is a limited company, its registered office. Business Phone Calls Ltd's address for the Service of any notice by the Customer under this Agreement shall be such address as is shown on the last invoice rendered to the Customer or such address as Business Phone Calls Ltd may prescribe for that purpose.

(e) This Agreement shall be governed by and construed and interpreted in accordance with English Law, and the parties hereby submit to the jurisdiction of the English courts.

(f) Any Director or representative of a Limited Company who signs on behalf of the Customer will be deemed an authorised signatory and thereby guarantee the Customer's acceptance of its obligations under this Agreement.