Intouch Advance: CPS, WLR, Inbound, SIP/VOIP Services, ADSL, Data and MPLS Services Terms and Conditions

Definitions Of Certain Words

“Agreement” means the contract between you and us which consists of the Service Agreement, these Conditions for Communications Services and any further conditions relating to specific Services.

“BT” means British Telecommunications plc.

"Call” means a signal, message or communication which is silent, spoken or visual on each line that we agree to provide to you under this agreement.

"Line" means a connection to our network or that of our suppliers, whether direct or indirect. "Minimum Period" means the period of service as shown on the service agreement you have signed. "Service" or “Services” means all or part of the Services explained in paragraph 1 or identified in the service agreement and any related services that we agree to provide to you under this agreement. “Service Agreement” means the document you sign when you become our customer detailing, amongst other things, the Services you wish to receive, the minimum period you wish to receive the services for and the tariff at which you will be charged and which forms part of this Agreement. “The Tariff” means the Intouch tariff which forms part of the Service Agreement as signed by you for the services you require and as amended from time to time under clause 14.2 below

“we" and "us" means Intouch Advance Ltd

"you" means the customer we make this Agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge

“CPS” Carrier Pre-Select “WLR” Wholesale Line Rental

“INBOUND” Services associated with inbound 0800, 0844 and 0845 services “VOIP” Voice Over Internet Protocol

‘’MPLS’’ Multiprotocol Label Switching – Services associated with a customer’s private data network

1. Services

The Services we (INTOUCH) supply to you (our Customer) are those Services which you have elected to receive as set out in the Service Agreement or which you have subsequently ordered in writing and we have agreed to supply. These may include (but are not limited to):

- The ability to make or receive a Call (telephone service)
- The provision of a Line or Lines for a rental charge (line rental service)
- The provision of broadband internet access (broadband service)
- Any other Services which we may offer for sale from time to time.

In providing the Services we promise to use the reasonable skill and care of a competent communications service provider.

Intouch Advance Ltd, Festival Building, Ashley Lane, Shipley, West Yorkshire, BD17 7DB

2. Changes And Interruptions To The Services

2.1. We may have to do some things that could affect the Services. These things are listed in paragraph 2.3.

2.2. If we have to interrupt the Services, we will restore them as quickly as we can.

2.3. Occasionally we may have to:

- change the code or phone number or the technical specification of the Services for operational reasons;
- interrupt the Services for operational reasons or because of an emergency;
- give you instructions that we believe are necessary for health or safety or for the quality of the Services that we supply to you or to our other customers.

3. Telephone Numbers

You have no right to sell or to agree to transfer the number(s) provided to you for use with the Services and you must not try to do so.

4. Telephone Books And Directory Enquiries

4.1. We will put your name, address and the telephone number(s) for the Services in the phone book published by BT for your area and make your phone number available to BT‟s directory enquiries database, as soon as we can. However, we will not do so if you ask us not to.

4.2. If you want a special entry in the telephone book you must let us know. Where we agree to a special entry you must pay an extra charge and sign a separate agreement for that entry.

5. Call Monitoring

We may occasionally monitor, and record calls made to or by us relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services, including complaint handling.

6. Use Of Your Information

6.1. I We will use the information we have about you and your use of the Services for marketing purposes. However, we will not do so if you ask us not to.

6.2. For your information we process your billing data and information about your use of Intouch's service (this includes information about your bill size, the numbers you call and the times you call) for marketing our own telecommunications products and services. This allows us to better inform you about products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. **WE DO NOT DISCLOSE THIS INFORMATION TO ANYONE ELSE OUTSIDE THE GROUP OF COMPANIES OF WHICH WE ARE A MEMBER**. We need your consent to continue to give you all the benefits that this processing provides and will assume we have it, unless you tell us otherwise by writing to us at Festival Building, Ashley Lane, Shipley, West Yorkshire, BD17 7DB or any other address we give you.

7. Commencement Of The Services

We will use all reasonable endeavours to provide you with the Services by the date we agree with you and to continue to do so until this Agreement is terminated. However, we will not be liable for any form of compensation should the Services not commence on the agreed date or should they be interrupted from time to time.

8. Repairing Faults

8.1. We cannot guarantee that the Service will never be faulty.

8.2. We will work on any fault that is reported to us according to our fault procedures for the Service in question (which are available on request).

8.3. When we agree to work on a fault outside the hours covered by our fault procedures, you must pay us an extra charge according to our tariffs in force at the time.

8.4. If you tell us there is a fault in a Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for any work we have done to try to find the fault or to repair it.

9. Paying Our Charges For The Services

8.1. Charges - You must pay the charges for the Services according to the tariff which we have agreed with you. This applies whether you use the Services or someone else does and whether the Services are used with your full knowledge and consent or otherwise. We can change the charges as explained in paragraph 14.2.(This means by way of example but not by way of limitation that you are liable to pay for all calls made as a result of “Rogue Diallers” and unbarred premium rate numbers.)

8.2. Invoices - We will send you your first invoice at the beginning of the month after the Services commence and thereafter on a monthly basis, but we may send you an invoice at any time. We will include all charges on the next invoice where possible, and in any event as soon as we can. We will send all invoices and other correspondence to the address you ask us to.

8.3. Rental, call and data charges - You will incur charges from the time any part of a Service is used or received except in the case of Services subject to a periodic rental, in which case you will incur charges from the date the Service is ordered. We will usually ask you to pay the rental in advance and your first invoice will include both one month’s rental in advance and a charge for a part month’s rental from the beginning of the agreement up to the beginning of the first complete month, where appropriate. Call and other charges will be invoiced in arrears. We will calculate the charges for Calls using the details recorded by our network.

8.4. Payments in advance and deposits

a) We may ask you for a payment before one is normally due. This will not be more than our best estimate of your following month’s invoice.

b) We may ask for a deposit at any time, as security for payment of your invoices if it is reasonable for us to do so. Our procedures for deposits will be explained to you at the time.

a) If there is any outstanding debt on account or ongoing hardware costs, then these must be brought up to date and be cleared funds before any of the services can be transferred to an alternative provider.

8.5. Terms of Payment

a) You must pay all charges and rental within the credit terms which we have agreed and deposits when we ask for them. Our standard credit terms are payment within 21 days of the end of the billing period your invoice relates to. Payments will be by direct debit on the 21st of the month. These are the credit terms which will apply to this Agreement unless we have agreed otherwise in writing.

b) In the unlikely event of a dispute over the invoice you are to pay the value of the invoice less the disputed amount, or a minimum of 85% of the value of the invoice. Payment of the undisputed portion of the invoice will be by Direct Debit on the 21st of the month in which the invoice is dated. If a bill is in dispute it is your responsibility to contact Intouch Advance credit control to highlight any queries. Intouch Advance will aim to resolve any billing queries within 5 working days of notification to us. If a dispute is not raised with us, we reserve the right to collect the full invoice value via the appropriate Direct Debit collection date.

c) Invoices will automatically be deemed accepted if the company does not present written objection, clearly identifying the disputed invoice and the reasons why it is challenged to Intouch Advance within twenty (20) days of receipt of the invoice. If such objection is made the parties will make all reasonable efforts to resolve such dispute promptly". Should the objection not be raised, all invoices will remain payable in line with the agreed terms of the contract.

10. Charges Caused By Fraudulent Behaviour Of Your Employees Or Third-Parties

10.1. In the event that you experience an increase in expenditure due to misuse of telephone calls by an employee, for example, charges caused by use of premium rate services, you will be liable for all call charges levied by us.

10.2. Intouch Advance will not be held responsible for increases in call charges due to a third party accessing your PBX remotely and using it and your lines to make fraudulent outbound calls. It is your responsibility to ensure that your PBX equipment is properly protected against third party „dial through" fraud. Any charges arising from this type of third-party fraud are payable to as per 9.5.

11. Your Other Responsibilities

11.1. Entry to your premises

a) If our engineers or sub-contractors have to enter your premises you must let them do so within normal working hours or otherwise if agreed with you in advance. We will meet your reasonable requirements about the safety of people on your premises and you must do the same for us.

b) If we need someone else's permission to cross or put our equipment on their premises, you must get that agreement for us and make any necessaryarrangements.

c) When our work is completed, you will also be responsible for putting items back and for any necessary re-decorating.

11.2. Misuse of the Services

a) Nobody must use the Services:

b) to make abusive, defamatory, obscene, offensive, indecent, menacing, nuisance or hoax Calls or Calls in breach of privacy or any other rights;

c) to send, knowingly receive, upload, download, use or re-use material, which is abusive, defamatory, obscene, offensive, indecent or menacing or in breach of copyright, privacy or any other rights;

d) fraudulently or in connection with a criminal offence or in a way which does not comply with the terms of any legislation; and you must make sure that this does not happen. The action we can take if this happens is explained in paragraph 13. If a claim is made against us because the Services are misused in this way, you must reimburse us in respect of any sums we are obliged to pay.

11.3. Indemnity

If you use the Services for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Services are faulty or cannot be used by them.

11.4. Line Rentals

When we provide your Line rentals, Intouch will route your calls through our network. No other service provider may route these calls or attempt to, and if they do, we reserve the right to bar these calls.

12. Liability

12.1. We accept liability if you are injured or die as a result of our negligence. We do not limit that liability and paragraphs 12.2 and 11.3 do not apply to that liability.

12.2. We have no liability for any loss of business, revenue or savings you expected to make, wasted expense, financial loss or data being lost or harmed nor any liability for any loss that is not reasonably foreseeable or for any indirect or consequential loss.

12.3. Any liability we have of any sort (including any liability because of our negligence) is limited to £100,000 for any one event or any series of related events, and in any 12-month period to £500,000 in total.

12.4. Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

13. Matters Beyond Our Reasonable Control

If we cannot fulfil our obligations under this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving our employees), we will not be liable for this.

14. Breach Of The Agreement

14.1. We can suspend the Services or end the Agreement (or both) at any time without telling you if:

a) you break this Agreement or any other agreement you have with us and fail to remedy the breach within a reasonable time of being asked to do so;

b) we believe that the Services are being used in a way forbidden by paragraph

c) bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a court on time, or you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

14.2. If you fail to pay our invoice by the due date or our direct debit request is rejected by your bank we will write you a letter requesting payment within seven days or informing you that our direct debit request will be re-submitted in seven days. If we still fail to receive payment after seven days, we will be entitled to suspend the Services immediately. The Services will be resumed on full payment of all outstanding charges. Two consecutive rejected direct debit requests will entitle us to terminate the Services immediately by notice in writing to you to take immediate effect

14.3. We reserve the right to charge interest at the rate of 8% per annum on any charges not paid by the due date from the date when the charges should have been received until the date when they are received by us.

14.4. If we suspend the Services, we will not provide them again until you do what you have agreed, or satisfy us that you will do so in future or that the Services will not be used in a way that is forbidden by paragraph 10.2.

14.5. If we suspend the Services because you break this Agreement, the Agreement will still continue. You must pay us rental until we end the Agreement by giving notice under paragraph 13.2 or you or we end the Agreement by giving notice under paragraph 17.1.

15. Changing The Agreement

15.1. In General - If you ask us to make any change to the Services, we will ask you to confirm your request in writing. No action will be taken by us to carry out the change until we have received your written confirmation. If we agree to a change, this Agreement will be changed when we confirm the change to you in writing.

15.2. Conditions - We can change the conditions of this Agreement including our charges at any time if we give you 14 days' notice. We will notify you of any changes with your monthly invoice.

16. Transferring The Agreement

The contracted party cannot transfer this Agreement or any part of this agreement to any other party, nor can any services be novated to the underlying carrier of which services the contract indirectly without full consent and an agreement to pay all subsequent early termination fees. This is based on the remaining term of the original contract or rolling anniversary end date as set out in the contract.

17. Cancelling The Services Before They Are Provided

You may cancel the Services or an individual Service within 14 days of signing this Agreement or of ordering the Service. However, if you have ordered the Service(s) for business use you must pay for any work we have done or money we have spent.

18. Ending The Agreement After The Services Are Provided

18.1. This agreement or termination of any services provided within the Service Agreement can be ended by either party by providing no less than 90 days' notice prior to the contract end date as set out on the original signed service agreement. Should Intouch Advance Ltd not receive the required notice in writing, the contract will automatically roll on anniversary in line with the original contract terms. The contract and committed term will be for the duration of the original contract, i.e. if the original contact was for 24 months the rolling contract would be extended by a further 24 months. The same notice is required for any ongoing contracts that have subsequently rolled into a new contract term upon the anniversary date as set out in the signed service agreement. Any new services added to the contract mid-term; by way of new installation, upgrade, or agreed tariff review will enter into a new committed term in line with the tenure set out on the original agreement, see 18.2.

18.2. Any new installation or service offering requested in writing by the end customer is automatically aligned to the ''Intouch Advance Service agreement'' (Order Form). The installation of any new service (analogue line, ISDN2, ISDN30, SIP circuit, Broadband, data circuit, managed service or MPLS circuit) will automatically be entered into a new 'Contract Term' from the date of install. The agreed term is taken from the original term assigned on the 'Service Agreement'' be it 12, 24 or 36 or 60 months. Any new installation (s) or services ordered throughout the original contract are not deemed as co- terminus therefore the contract start date of each service starts on the day the service is upgraded, installed or the anniversary date

18.3. Failure to provide the above notice (18.1) will result in all contracts automatically rolling over into a new contract term based on the anniversary date unless the above notice has been provided 90 days prior to the contract anniversary.

18.4. If we give you notice you must pay rental up to the end of that notice. If you give us notice, you must pay for committed services rental up until which time the contract expires.

18.5. If a customer of whom has signed the Service Agreement give notice that terminates the agreement or any part of the agreement prior to the end of the committed term or rolling contract period (other than because we have materially altered the conditions of this Agreement) then we will levy a cancellation charge in accordance with the following;

- Line rental/Data Circuit/ADSL Circuit/Managed Service Rental alongside any ancillary charges will be charged by the number of months remaining on agreement multiplied by the monthly rental. Any call spend will be charged by the number of months remaining on agreement and calculated by the by the average monthly spend.

18.6. If you have paid any rental for a period after the end of the Agreement, we will either repay it or put it towards any money that is owed to Intouch Advance Ltd.

18.7. You must pay all charges for the Services until the date on which we stop providing the Services to you.

18.8. We can end this agreement at any time without telling you if clause 13 applies.

19. Additional Termination Charges

19.1. If you fail to reach the annualised minimum monthly spend commitment as outlined in any agreed tariff plan or the service agreement, then we reserve the right to bill the difference between achieved and committed spend in the month following expiry of the agreed term

19.2. If notice is given during the term of the agreement and free install of ADSL and or line rental was given as part of the tariff or otherwise, then we reserve the right to impose a termination charge equal to the install cost divided by the number of the months in the term, multiplied by the number of months remaining in the term.

19.3. Any commitment made for any Inbound services or associated numbers that the, 'The Customer' agrees to transfer to Intouch Advance must transfer for the period set out in the service agreement, i.e., 12, 24 or 36 months, failure to so will incur contract charges as set out in 19.4.

19.4. Should any of your company's inbound numbers be in a contract commitment with the incumbent supplier prior to transfer, Intouch Advance would look to migrate the numbers at the end of the term. Failure to migrate the inbound numbers would result in all revenue and or associated call charges being invoiced in full for the contracted period as set out in the signed service agreement. This is calculated by multiplying the number'(s) monthly minutes by the contract duration, e.g. 12, 24 or 36 months. For the avoidance of doubt, Intouch Advance reserve the right to charge, 'The Customer', for all associated revenue based on the contract length as detailed in the contract term area.

20. Giving Notice

Any notice given under this agreement must be delivered by hand or sent by email or prepaid post as follows:

a) to us at the address shown on the Service Agreement form or on your last invoice, or at any other address we give you;

b) to you at the address you have asked us to send invoices to.

21. Other Documents

21.1. These conditions, the documents referred to in them, the Service Agreement form and any conditions relating to specific Services set out the whole agreement between you and us for the Services.

21.2. Where we publish separate conditions for specific Services, those conditions will take precedence over these conditions in the event of inconsistencies or anomalies between the sets of conditions.

21.3. Any tariff review that is implemented throughout the term will result in a new contract being established. As such any new circuits, services or lines committed or ordered in writing will be subject to a new agreed tenure in line with the original commitment made on the signed Service Agreement.

22. Third-Party Rights

A person who is not a party to this agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that act.