



Bordesley Hall
The Holloway
Alvechurch
Birmingham
B48 7QA

Terms & Conditions Supply of Business Telecommunications Services

These Terms and Conditions contain the following information:

1. Definitions
2. Connection and Supply of Service
3. Use of the Service
4. Access to Premises
5. The Charges
6. Billing
7. Non Payment
8. Security Deposits
9. Termination
10. Suspension
11. Changing Providers
12. Limitation of Liability
13. Force Majeure
14. Entire Agreement
15. Variation
16. Waiver
17. Enforceability
18. Assignment
19. Notices
20. Applicable Law

SUPPLY OF BUSINESS TELECOMMUNICATIONS SERVICES

1. DEFINITIONS

In these terms and conditions, these words shall mean:

- "Act" – the Telecommunications Act 1984 as amended or modified from time to time;
- "Agreement" – the record of what you and we have agreed including these terms and conditions and the Tariff Sheet;
- "Call charges" – the charges for calls made on the Network logged by us and only by us calculated in accordance with the relevant Tariff Sheet in force from time to time;
- "Charges" – any sums owed by you to us under this Agreement;
- "Connection Charge" – the charge set out for the connection of each piece of equipment and / or Exchange Line to the Network or connecting you to the Network;
- "Connection Point" – any piece of equipment we fix or arrange to be fixed or is used by us at your premises to connect you to the Network and provide the Service;
- "Consequential Loss" – pure economic loss, loss of profit, loss of business and like loss, whether direct or indirect;
- "Exchange Lines" – any apparatus or equipment we use or arrange to use to connect your premises to a telephone exchange to provide you with the Service;
- "Fixed Charges" – any Charges which have been agreed and are fixed for the Minimum Period;
- "Length of Contract" – This agreement will be for a minimum period of three months "the minimum period" from the date of the completion of your order
- "Monthly Rental Charges" – the monthly charge for rental of our equipment;
- "Network" – any telecommunications network which we may use in order to provide you with the Service;
- "Our Equipment" – any equipment which is owned or supplied by us in order to provide you with the Service;
- "Our Licence" – the Licence granted to us under the Act which allows us to provide the Service;
- "Premises" – the Trading Address at which the Service will be provided;
- "Tariffs" – the charges for calls made on the Network and as set out in Our Tariff Sheet as varied by us from time to time;
- "Tariff Sheet" – Our list of Tariffs and other Charges applicable from time to time and which is available on request;
- "Service" – the telecommunications services which we agree to provide you under this Agreement and which are described in our service literature;
- "We' Us' 'Our" – Datatech UK Ltd, Bordesley Hall, The Holloway, Alvechurch, Birmingham B48 7QA.
- "You' Your" – the person or company named as the Client and any other person who we believe is acting with the Clients authority;
- "Your Equipment" – any equipment owned by you and used in connection with the Service;

2. CONNECTION AND SUPPLY OF SERVICES

a. We cannot under any circumstances guarantee that the Service will be ready by any particular date and you accept that we shall not be liable to you for any failure to provide you with the Service by any estimated date of connection.

b. We will use reasonable endeavours to provide you with the quality and coverage of Service that we are able to provide to our clients generally.

c. You understand that no service can be fault free all of the time and may be affected by things outside our control such as faults in other telecommunications networks.

d. We may have to temporarily suspend all or part of the Service for operational reasons or in the event of an emergency or for your security or if repairs to / and maintenance of the Network is required. We will try to give you notice of any such suspension. We will refund to you on a pro-rata basis such proportion of the Monthly Rental Charges you have already paid in respect of any period during which we have suspended the Service for this reason.

e. We may refuse to connect you to the Network if any of the information you have provided to us is inaccurate or misleading.

f. We will connect you to the Network if you meet our financial and other requirements. If you do not we may refuse to connect you to the Network and we will write to you to inform you of this. In this event, this Agreement will automatically terminate. We will connect you to the network by either supply or installation of our equipment or the reprogramming your equipment.

g. If we have to alter the Service as a result of regulatory or technical changes, you will be responsible for any changes needed to your equipment and will bear the cost of any changes required;

h. We may replace our equipment or alter any telephone number or any other code or number allocated by us in connection with the Service.

i. You shall provide us free of charge with all information, assistance or facilities, which we may reasonably require to enable us to supply the Service and fulfil our obligations under this Agreement.

j. In order that we can provide the Service you must prepare your premises in accordance with our instructions and must provide a mains electricity supply. All such preparation work and any reinstatement work at your premises after we have completed any work we have to do to provide Service will be your responsibility and will be at your own cost.

k. Prior to providing you with Service we may have to obtain the consent or approval of a third party. You will have to obtain any consent referred to in Clause 4. Our ability to provide you with the Service will be dependent upon all such consents and approvals being properly in place.

l. We may have to re-programme at your cost our equipment or your equipment before we can provide you with Service and connect you to the Network. We will charge you for all costs we incur in this respect.

m. We will install any necessary Connection Points, Exchange Lines and other ancillary equipment in order to connect our equipment to the Network.

n. For Clients that are Companies [limited or otherwise] we will prior to agreeing to provide you with Service obtain a Credit Reference for our internal accounting purposes.

3. USE OF THE SERVICE

a. You must not use the Service:

i. for sending any messages or communications, which are immoral, indecent, offensive, obscene, defamatory menacing, or for any malicious purpose;

ii. fraudulently or for any illegal or unlawful purpose;

iii. to harass, annoy, inconvenience or cause needless anxiety to any person and you must not encourage, request or permit anyone else to use the Service in this way.

b. You must use the Service in accordance with:

i. all reasonable instructions we may give you from time to time;

ii. the relevant provisions of the Act, any other relevant law, code of practice or regulation;

iii. any direction of the Director General of Telecommunications or other competent authority and any licence, which governs the running of your own telecommunications system.

c. You shall not acquire any rights in relation to any telephone number[s] or any other code or number allocated by us in connection with the Service.

d. For the avoidance of doubt property and ownership in our equipment shall not pass to you at any time.

e. You shall ensure that any of your equipment used in connection with the Service is in good working order and conforms to the relevant standard or approval for the time being designated under the Act and is suitable for connection to the Network.

f. We do not have to connect or keep connected any of your equipment which, in our reasonable opinion, is liable to cause death or personal injury to any person, damage to our equipment or is likely to impair the quality of the service we offer to you or any other person.

g. You must not move, modify, relocate or otherwise interfere with any of our equipment which is installed on your premises and shall not allow our equipment to be repaired, serviced or maintained by anyone other than our authorised representative.

h. You agree to take reasonable care of our equipment and agree to be responsible for any loss or damage occurring to our equipment after we install it at your premises. You are advised to take out appropriate insurance cover for your own protection.

i. You will not sell, assign, mortgage, charge, underlet or part with possession of our equipment or any interest you may have in it and you will not permit any one else to do so.

j. Your equipment may only be connected to the Network if we give prior written consent and by means of a Connection Point provided by us. You shall not connect any equipment to the Network directly or indirectly, nor permit any other person to do so.

k. You may request the relocation of any Connection Point within your premises or the installation of additional Exchange Lines at your premises with our consent, which we may give or withhold in our absolute discretion. You shall pay us any relevant additional Charges and any other costs or expenses we incur at our usual rates in force from time to time.

l. You agree to indemnify us against all costs [including the costs of enforcement] expenses, liabilities [including any tax liability], injuries, losses, damages [including damage to or loss or theft of our equipment] claims, demands or legal costs [on a full indemnity basis] and judgements which we suffer or incur from or in any way connected with any use of the Service in breach of this Agreement or in connection with the misuse of our equipment or your equipment by you.

m. When you notify us of a fault in the Service we will endeavour to make arrangements to correct that fault.

n. We will carry out work by appointment during normal working hours which are 9.00 am to 5.00 pm Mondays to Fridays excluding Bank or other Public Holidays. If you want us to carry out work outside these hours, you will be responsible for our charges in accordance with our usual rates in force from time to time.

o. We may charge you for any costs we incur in carrying out any maintenance or repair work which we consider unnecessary or where we do not find any fault in the Service.

p. You acknowledge that we may co-operate with the police and any other relevant authorities in connection with any misuse or suspected misuse of the Service or other telecommunications services and you consent to us co-operating with any other telecommunications operators for this reason. Where this is reasonably necessary, you agree that we can divulge your name, address and account information to such third parties.

4. ACCESS TO PREMISES

a. You agree to give us unrestricted access to your premises in order that we can connect you to the Network or for the purposes of inspecting, maintaining or removing our equipment or otherwise as necessary to fulfil our obligations under this Agreement.

b. You will be responsible for obtaining any necessary consent to allow us access to your premises.

c. We will always try to give you at least 7 days notice if we need to gain access to your premises but there may be circumstances where we cannot give you reasonable notice.

d. We cannot be held responsible for any failure to comply with our obligations under this Agreement resulting from our inability to gain access to your premises.

5. THE CHARGES

- a. You will pay us, in addition to any other charges due under this Agreement:
 - i. the Connection Charge[s];
 - ii. the Monthly Rental Charges; and
 - iii. Call Charges calculated in accordance with the Tariff Sheet.
- b. We may change any charges [except for Fixed Charges] at any time without notice to you. Details of our Charges are shown on our Tariff Sheet supplied to you. Terms and Conditions are available on our website www.datatechuk.com

6. BILLING

- a. We will send you an invoice each month. You agree to pay us all Charges due within 14 days of the date of our invoice if paying by Direct Debit or seven days if paying by an alternative method agreed by us. Time shall be of the essence in respect of payment of Invoices due.
- b. **For all payments made by any method other than Direct Debit we will charge a monthly Administration Fee of £5.00 per month.**
- c. **Each time your payment is late, cancelled or dishonoured or outside our agreed time scale for payment of Invoices you will be charged a Late Payment Charge. Late Payment Charges are calculated at 8.00% above the Bank of England Base rate prevailing at the time and will continue to be charged until such time as your payment in full [including any Late Payment Charges] is received. We may in certain circumstances also charge a Compensation Fee. Both the Late Payment Charges and Compensation Fee are charged in accordance with the Late Payment of Commercial Debts [Interest] Act 1998. These charges will be added to your Account.**
- c. **We will also charge an Administration Fee of £15.00 in respect of each cancelled or dishonoured payment. You agree to be responsible for all reasonable costs and expenses [including any Court Costs] incurred by us and by our debt collection agents and / or solicitors in attempting to obtain payment from you.**
- d. If you are disconnected for non-payment, you will be responsible for payment of the prevailing disconnection charge for each reconnection.
- e. If you want to challenge an item on your invoice, you must do this within 6 months of the date of the invoice in writing to us at our Registered Office and addressed to The Accounts Manager.
- f. You agree to tell us of any change in your name, address or bank details. The Invoice will be sent to you by e-mail to the nominated e-mail address you have provided to us.
- g. Any Charges payable by you under this Agreement shall be paid in full without any deduction or set-off whatsoever.
- h. All Invoices and Reports are e-mailed each month to you, to the nominated e-mail address given to us. The nominated e-mail address may be changed at anytime by giving us notice of the required change. If Invoices and Reports are required in hard copy to be sent to you either by fax or post we will make a monthly charge of £5.00 to cover administration, postage and paper costs.

7. NON PAYMENT

- a. **If you fail to pay any Charges by the due date we will immediately temporarily suspend Service without warning. We will restore full Service when you pay all Charges including any additional Late Payment Charges and / or Administration Fee.**
- b. **If you fail to pay for one month or more, we may completely disconnect you from the Network. Reconnection will be at our discretion and will only be considered when you have paid all Charges due to us including any reconnection charges.**
- c. **Non payment of Charges due for a period of three months will, unless reasonable explanation for non payment is received, result in Recovery of the outstanding debt being pursued via Court Action.**

8. SECURITY DEPOSITS

- a. We may request a security deposit before we connect you to the Network.
- b. We may request a security deposit before reconnecting you or any Exchange Line to the Network if we have disconnected you for non-payment.
- c. We may request a security deposit before providing you with additional Exchange Lines or other services.
- d. If you have paid a security deposit we may retain this for all or part of the term of this Agreement.
- e. If you have paid a security deposit, we will deduct any unpaid charges from the Deposit before returning it to you.

9. TERMINATION

- a. We can end this Agreement immediately if any of the following events happen:
 - i. you are in breach of this Agreement and the breach is incapable of remedy;
 - ii. you are in breach of this Agreement and such breach being capable of remedy; do not remedy the breach within 7 days of our notice requiring you to do so;
 - iii. you do not pay your bill on time;
 - iv. You [being a company] satisfy the test of insolvency and are unable to pay your debts at any time as set out in section 123 of the Insolvency Act 1986;
 - v. You [being an individual, person or firm] satisfy the test of insolvency and are unable to pay your debts at any time as set out in sections 267 and 268 of the Insolvency Act 1986;
 - vi. you cease or threaten to cease to trade;
 - vii. you have any distraint, execution or other process levied or enforced on any of your property;

- viii. we are required to end this Agreement by a competent regulatory authority or our Licence expires or is terminated.
- b. On termination of this Agreement for any reason you will:
 - i. pay us all outstanding monies due under this Agreement;
 - ii. co-operate with us in the removal of any of our equipment from your premises.
 - iii. pay the Monthly Rental Charges, which would have been payable if the Agreement had not ended early;
- c. you may terminate the Agreement by giving us at anytime **thirty [30] days written notice** of termination by e-mail or recorded delivery to our registered office.
- d. On termination of this Agreement we will return the security deposit [if any] to you after deduction of any unpaid Invoices and Charges.
- e. **If you require the Agreement to be terminated without giving us the required thirty [30] days written notice then we reserve the right to charge a fixed Termination Fee of £50.00.**

10. SUSPENSION

- a. We can suspend provision of the Service **immediately** if any of the following events happen:
 - i. we are entitled to end this Agreement for any reason;
 - ii. we have reasonable grounds to believe that any Charges payable under this Agreement by you may not be paid;
 - iii. **you do not pay us money, which is due to us within the specified time period;**
 - iv. we have reasonable grounds to suspect you are using the Service or our equipment fraudulently or in the event of loss or theft of your equipment or our equipment.
- b. While the Service is suspended **you will still have to pay all Charges due and any other reasonable costs and expenses** which we may incur as a result of such suspension and any subsequent charges for reconnection of Service.

11. CHANGING PROVIDERS

Upon receiving the required thirty [30] days written notice from you we will authorise the transfer of any services we provide to a new Provider upon request from the Provider. We reserve the right to withhold authorisation to transfer services in the following circumstances:

- a. We have not received the required notice from you
- b. You have not fulfilled your payment obligations and have monies still owing to us.

12. LIMITATION OF LIABILITY

- a. Our liability to you for damage to your premises directly caused by our negligence is limited to One thousand pounds [£1000]. Our liability to you for any other direct loss or damage caused by our negligence or by our failure to keep to the terms of this Agreement is limited to two thousand pounds [£2000]. Our liability for death or personal injury caused by our negligence is not limited.
- b. We shall under no circumstances be liable to you for any Consequential Loss.
- c. For the avoidance of doubt we shall not be liable for any charges you incur if you divert your calls to another telecommunications operator during any period when the Service is not available.

13. FORCE MAJEURE

We will not be liable to you for any non-performance of our obligations under this Agreement due to acts of God, war national emergency riots, civil commotion, fire, adverse weather conditions, explosion, flood, epidemic, strikes, lock-outs [whether including our workforce or the workforce of any other party] and other industrial disputes, acts of government, highway authorities, telecommunications operators or other competent authorities or inability in obtaining supplies or services from third parties or due to any cause beyond our reasonable control.

14. ENTIRE AGREEMENT

This Agreement contains all of the terms of the Agreement between you and us in relation to the Service and supersedes any prior written or oral agreements, representations or understandings between you and us. You acknowledge that you have not been induced to enter into this Agreement by any other promises, terms or conditions, which it does not contain. This clause does not exclude any liability for any statements made fraudulently.

15. VARIATION

- a. We can change this Agreement at any time upon service to you of no less than 7 days notice if we are required to comply with new laws or rules or any change in our Licence or if there is any change in Our Service.
- b. No other variation to this Agreement shall be effective unless in writing and signed by you and us.

16. WAIVER

No failure by us to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise prevent any further exercise of the same, or of some other right, power or remedy.

17. ENFORCEABILITY

If any clause or part of this Agreement is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be deemed to not form part of this Agreement without affecting any other provision of this Agreement which shall remain in full force and effect.

