

Terms and Conditions

CONTRACT DEFINITION

"Contract" means the sales order for the provision of Services entered into between I.T.S Telecom and the customer.

"I.T.S Telecom" means I.T.S Telecom Ltd (registered number 05954625).

"Services" means telecommunications services made available by I.T.S Telecom to the customer which may vary from time to time.

"Minimum Charge" means the minimum charge that will be levied for a telephone call.

"Connection Charge" means the charge for connecting a call in addition to the pence per minute charge.

"Credit Limit" means the maximum amount of credit allowed to the customer.

"Initial Term" means the initial period the customer is contracted to use the service.

"Minimum Spend" means the minimum charge that the customer will be billed on the monthly bill.

"Standing Charge" means the amount billed to the customer on the monthly bill in addition to call charges.

1. The Service

1.1 The Customer undertakes to use the services for its sole use and that of its authorised agents in accordance with the terms hereof and in accordance with such instructions as may be notified in writing to the customer by I.T.S Telecom from time to time.

2. The Customers Responsibilities

2.1 The customer agrees to give us any information we may reasonably request and permit us to use that information for credit verification, debt collection purposes (including disclosure to and use by third parties acting on our behalf for such purposes).

2.2 The customer agrees to pay the full amount of all calls made from the CLI's registered under this contract and in addition to pay any taxes such as VAT which are payable in respect of the services shown on each invoice, by the due date. Failure to pay all such amounts within 14 days of the due date will entitle us to require payment on demand of all amounts owed by you whether or not invoiced at that date.

2.3 The customer has a responsibility to obtain any necessary agreement or consent from the maintainers of the telephone system prior to the installation of any equipment or reprogramming of your system. We cannot accept any responsibility for matters which arise because you fail to do so. In certain circumstances we may, with your authorisation, contact the maintainers on your behalf. Furthermore you authorise us to enter the location (on giving reasonable notice) for the purposes of allowing us to inspect, install, connect, test, monitor, replace or remove any equipment.

2.4 The customer agrees to ensure that any equipment used by the customer in conjunction with the service conforms to the relevant standards and approvals.

2.5 The customer agrees to hold such licences as are required under the telecommunications act 1984 (including any amendments thereto) to connect with I.T.S Telecoms equipment and to receive the service.

2.6 The customer agrees to ensure the safe use and custody of all equipment provided by I.T.S Telecom.

2.7 The customer agrees to ensure that I.T.S Telecom has such rights of access and such facilities as I.T.S Telecom reasonably requires to perform its obligations under the contract.

2.8 The customer agrees to comply with I.T.S Telecoms reasonable instructions to modify its equipment in order to receive the service.

2.9 The customer agrees to allow I.T.S Telecom to retrieve all equipment provided upon termination of the contract.

2.10 The customer agrees not to use the Service for any illegal or improper purpose, nor allow another to do so.

2.11 I.T.S Telecom will not be liable for any loss by the customer caused by an alarm failing for any reason whether within the control of I.T.S Telecom or not. Additionally the customer shall not connect the least cost routing service to an alarm line except via a manual dial. In the event of the service being used in this way and there being a failure either of the service or hardware I.T.S Telecom shall not be liable for any loss by the customer caused by an alarm failing to function properly.

2.12 The customer agrees not to assign or transfer the contract or any part of it without the prior written consent of I.T.S Telecom.

3. Charges and Payment

3.1 Charges shall be as set out in the attached price list. I.T.S Telecom may vary the charges on 7 days notice to the customer.

3.2 Call charges shall accrue from the date on which the customer commences use of the service and shall be invoiced monthly in arrears. Any fixed charges shall be billed monthly in advance.

3.3 Each invoice shall be paid by the customer within 28 days from the date of the invoice.

3.4 Interest shall accrue on overdue invoices from the due date until payment (whether before or after judgement) at the annual rate of 8% above the Bank of England base rate. Interest shall accrue even if the account is terminated for whatever reason.

3.5 All charges which are periodic in nature shall, where relevant, be prorated on the basis of a 30 day month for the first and last calendar month of the supply of service.

3.6 All sums due to I.T.S Telecom are exclusive of Value Added Tax and any other applicable sales tax or duty which shall be invoiced at the prevailing rate. The customer shall pay any Value Added Tax due to I.T.S Telecom on presentation of a valid invoice.

3.7 Call charges shall be calculated by reference to data recorded or logged by I.T.S Telecom and not by reference to any data recorded by the customer, nor by reference to any information provided by I.T.S Telecom to the customer for information purposes only.

3.8 Any payments not cleared through the banking system first time will incur a £20.00 + VAT administration fee payable immediately for every failed attempt.

3.9 Any payments collected by cheque or cash will incur an additional £7.50 + VAT administration fee.

3.91 Where a broadband is cancelled by any reason other than use of a MAC code a charge of £40+VAT will be charged

3.92 Any service being ceased or migrated away from I.T.S Telecom for any reason, an administration charge will be levied at the prevailing rate. Currently £49.99 per service/line

4. Suspension of service

4.1 The initial term on this contract is binding on both parties, unless conditions 4.2 – 4.2.6 are breached. Either party may terminate this agreement with 90 day notice period after the initial term. Where no initial term is agreed either party may cancel with 90 day notice period. Where an initial term is agreed it is binding on the customer only I.T.S Telecom may cancel without a notice period.

4.2 I.T.S Telecom may, upon its sole discretion suspend the service without compensation if 4.2.1 I.T.S Telecom is entitled to terminate the contract.

4.2.2 is obliged to comply with an order, instruction, or request of the government, an emergency service organisation or any other competent administrative authority which affects its ability to provide service

4.2.3 believes the service is being used in connection with any improper or illegal purpose.

4.2.4 reasonably believes that the customer will fail to pay any amount due under the contract.

4.2.5 a credit limit has been exceeded.

4.2.6 unusual call patterns indicate a possibility that fraudulent usage of the service is occurring.

5. Liability

5.1 Each parties total liability to the other arising from whatever cause (including negligence) in connection with this contract, and any other contract for I.T.S Telecom service shall be limited to damages not exceeding the sums paid by the client pursuant to this agreement in the preceding 12 month period in the event of a single case of default and twice the sums paid by the client in the case of all events of default or series of connected events of default in a 12 month period.

5.2 Neither side shall be liable to the other for indirect, special or consequential losses or otherwise for harm to business, lost revenues, loss of anticipated savings, advertising costs, goodwill or lost profits.

5.3 In the event of the service becoming unavailable due to network failure, or for any other reason the customer I.T.S Telecom will not be responsible for any charges incurred by the client from another carrier.

5.4 In the event of unauthorised usage of the service, whether by access to the lines via voicemail systems, incorrect use of modems, or by unauthorised parties the customer shall be liable for the cost of calls made.

5.5 Any dates specified for provision of the service shall be treated as estimates and I.T.S Telecom does not accept liability for failure to meet any dates so specified.

5.6 Where the customer has stand alone computers or a network I.T.S Telecom will not be liable for any loss of data or hardware damage however caused.

5.7 I.T.S Telecom shall have no liability to the client unless the client has served notice within 6 months of the date the client became aware of the default or the date it might reasonably have been expected to have become aware

5.8 All warranties and conditions, whether express or implied, are excluded.

6. General

6.1 I.T.S Telecom may use sub contractors to perform its obligation under the contract.

6.2 All equipment provided by I.T.S Telecom shall remain the property of I.T.S Telecom.

6.3 If any provision of the contract is held to be invalid or unenforceable the remainder of the Contract shall to the extent possible remain valid and enforceable.

6.4 Neither party shall be liable to the other for any loss or damage that is caused by an event beyond its reasonable control. Such events include, but are not limited to, acts of God, lightning, damage, fires, deficient power supplies, labour disturbance, loss of service on exchange lines provided by other telecommunications operators and any acts or omissions of Governments, highway authorities, other telecommunications operators, or third parties generally.

6.4 I.T.S Telecom may assign this contract by giving the customer 30 days notice in writing

6.5 This contract shall only be modified by written agreement of both parties.

6.6 Failure by either party to exercise or enforce any right under the Contract shall not deprive either party of the right to exercise or enforce any rights under the contract at a later occasion.

6.7 Any notice sent by first class post shall be deemed to have been received two days after posting. Any notice sent by fax or electronic mail shall be deemed to have been received on the date of its receipt by the addressee.

6.8 The Contract expresses the entire understanding of the parties in relation to the Service and replaces any and all former agreements or undertakings, offers and representations (both written and oral) relating to the Service.

6.9 The Contract shall be governed by English law and the parties irrevocably agree to the exclusive jurisdiction of the English courts.

Customers Signature of acceptance to the above terms.....Dated.....