

SUMMARY TERMS AND CONDITIONS FOR SERVICES WITH THE BUSINESS CALLS COMPANY

The Service is provided under our Terms and Conditions for The Business Calls Company Ltd (BCC). This summary covers the provision by BCC to you of our telecommunication services. We will try to provide you with an efficient service using all reasonable means. We may vary how these services are provided if we wish to maintain their quality or to comply with any regulation.

Term & termination

The minimum term of the service is the "Minimum Term" as specified on the contract as signed by you, the Customer. The contract period will revert to a 30 day contract at the end of the initial 'Minimum Term' and only after full interaction with you, the customer.

We will require, after this Minimum Term, a period of no less than 30 days should you wish to terminate the agreement. Notice is required by email to cancellations@TheBusinessCallsCompany.co.uk. At the end of said 30 day cancellation period a payment equal to 1 months service charge is due per line / service involved.

You acknowledge that in order to avoid delays occurring in the ordering process, BCC will need to be notified of any products or services presently in use on your line that are incompatible with the service.

The service may be ended immediately by you if we break our agreement, which, after written notice has not been rectified within the time scales laid down, or if we cease trading or become insolvent or wound up.

We may end this agreement without giving you notice if you break any of your obligations, which have not been rectified in good time following receipt of written notice of said breach from us.

On termination of this agreement for whatever reason, you agree to immediately pay any outstanding invoices; and be responsible for any other costs outstanding to us prior to us releasing your line / CPS service to any other operator.

A cancellation fee of £35 + vat is payable on all ADSL / FTTC circuits whenever the circuit is ceased / cancelled for whatever reason

In addition, if the agreement is terminated prior to the end of the period specified in the agreement you agree to reimburse BCC for any costs incurred and in addition pay an early termination fee equal to but no less than 50% of the remaining contract period fixed charges. All additional services / products ordered after commencement of contract will be applied to the existing contract and contract term being held as original contract term

Payment terms

Monthly variable direct debit is the only acceptable means of payment of BCC invoices and an administration charge per month may be payable by customers declining to pay by, or cancelling once set-up, their direct debit.

If a customer cancels an active Direct Debit or the Direct Debit is returned for any reason we may levy an additional administrative charge of £3.50 for every month until the Direct Debit is reinstated.

The Company also reserves the right to charge the customer if they cancel their Direct Debit a fee of £9.50

You will be notified of any problems with your payments or direct debit instruction.

Arrears and / or unwillingness to maintain payment by direct debit may result in your lines being restricted or ceased and recovery action initiated.

BCC reserves the right to apply charges for late payment and any associated charges incurred. Cancellation of the direct debit does not constitute notice of cancellation of the agreement.

You are protected at all times by the direct debit guarantee. BCC charges you for using the services covered by your agreement. You are charged at the tariff specified on the agreement or published in our price lists. Please note that any connection or set up charges are non-refundable; charges are calculated from data recorded by us and not from your own records. All invoices are due for payment by the due date as indicated on our invoices. Any invoice outstanding beyond this period may be referred to a collection agency when extra charges will be incurred. We may change our prices at any time but will inform you at least 14 days in advance of any change by publishing details on our website or via telephone / email service.

Responsibilities

We agree to provide you with the service as specified on the agreement subject to the provisions of the full terms and conditions. You agree to use the services in accordance with this agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the services; not to allow an alternative supplier to override or bypass our service either through the installation of equipment or through the BT local exchange; to be responsible for any engineering reprogramming costs, time related charges or equipment removal costs that may be required to terminate the service of any previous supplier; not to use the service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence; and, not to re-supply or re-sell or otherwise make services available to any person on an arms-length commercial basis and not to use the service in any way or for any purposes prohibited by law.

Suspension

We may suspend the service (without being liable to compensate you) in the event of a local or national emergency; to comply with a request from a government or other competent authority; to protect or provide service to rescue or other essential services or otherwise; to maintain the quality of our services; if we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice); if an event occurs which is beyond our reasonable control; if you break any part of this agreement.

Repair

We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible but do not warrant that the service is fault free.

VoIP Services

VOICE OVER INTERNET PROTOCOL ("VOIP") FIXED NETWORK SERVICES

Whilst the Company will use its reasonable endeavours to provide any VOIP Fixed Network Services set out on an Order Form signed by the Company, the Company shall have no liability for the standard of quality or performance of the VOIP Fixed Network Services and the Company draws the following features of the VOIP Fixed Network Services to the Customer's attention:

(a) the VOIP service may not offer all the features, quality or resilience the Customer may expect from a conventional phone line; and

(b) the VOIP service may sometimes be limited, unavailable or disrupted due to events beyond the Company's control e.g. power disruptions, failures or the quality of any connection;

(c) wherever possible, alternative arrangements should be made by the Customer and a traditional telephone line maintained;

(d) the quality of a call made via VOIP is more akin to that experienced when making a call from a mobile network service to another mobile network service and this means that it is typically less than the quality experienced on a traditional land line;

(e) if the Customer uses the VOIP service to make Emergency Calls, the location Information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;

(f) Emergency Calls made using the VOIP service may fail if there is a power failure or connection failure;

(g) the ability for the Customer to make Emergency Calls cannot be guaranteed;

(h) a VoIP originated Emergency Call will not receive the same network priority at all points on the network as that which an Emergency Call made on a mobile network or on a circuit-switched fixed line will receive.

The Customer shall not use the bandwidth allocated to the VOIP service for any other purpose other than making and receiving VOIP calls. Should this prohibition not be complied with it is likely that the quality and availability of the VOIP services shall be materially reduced.

Liability

Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control. In this agreement, 'beyond reasonable control' includes any act of God, reduction or failure of power supply, other telecommunication operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, military operation, riot or delay, employee dispute, or supply of equipment by third parties. In any event, we will not have to compensate you for any harm to your business, lost revenues, loss of anticipated savings, lost profits or other indirect, consequential or special losses nor for any charges incurred by you with another call carrier. You accept liability for any claims, costs, damages, losses, expenses and liabilities (including, without limitation, legal costs and expenses) resulting from illegal actions by you or any other person using the services with your permission. Without prejudice to this our liability to you in contract or tort arising under or in connection with this agreement shall be limited to that stated in the full terms and conditions.

General

You may not assign, delegate or transfer all or any rights and obligations under this agreement without our prior written consent.

If any provision or condition of this agreement shall be invalid or unenforceable, the remaining terms shall continue to apply.

The full Terms and Conditions referred to represent the entire agreement between us.

Any failure by either of us to enforce any right shall not be deemed a waiver of any such right.

Information you provide or we hold (whether or not under this agreement) may be used by us, our employees and/or agents to: identify you when you make telephone enquiries; help administer any accounts, services and products offered by BCC now or in the future; and help us to detect fraud or loss. All figures in this agreement exclude VAT.

This agreement is governed by English law.