

Business Users Telecommunication Services Terms & Conditions

1. Service

This agreement covers the provision by Ilkley IT Services Limited to you of our telecommunication services. We may vary how these services are provided. We wish to maintain or improve their quality or need to comply with any law or regulation. You agree to be bound by these terms and conditions as varied if you decide to use the services for the amendments

2. Terms

The minimum term of the agreement is the Minimum Period" as specified on the agreement and will be automatically renewed until either of us gives the other written notice of termination of at least 30 days.

You acknowledge that in order to avoid delays occurring in the ordering process, Ilkley IT Services Limited will need to be notified by BT of any products or services presently in use on your line that are incompatible with the calls and Access service. BT is under a strict duty to disclose information about a customer's telephone services to a third party unless the customer has consented to such disclosure. In entering this agreement, you give consent to BT to disclose such information to Ilkley IT Services Limited. You also give Ilkley IT Services Limited authority to act as your agent to arrange connection onto Ilkley IT Services Limited services.

The agreement may be ended immediately by you if we break a term of this agreement, which after written notice has not been rectified within 14 days, or if the other stops trading or becomes insolvent or wound up. We may end this agreement without giving you notice if you break any of your obligations under clause 5, which have not been rectified 14 days following receipt of written notice of the breach from us.

On termination of this agreement for whatever reason, you will:

- A) Immediately pay any outstanding invoices and
- B) Be responsible for any required engineering reprogramming costs for you to use an alternative supplier.

In addition, If the agreement is terminated prior to the end of the period specified in the agreement, except if you terminate, in accordance with the provisions of this agreement, as a result of our breach or insolvency or winding up, you will:

- C) Reimburse Ilkley IT Services Limited for any costs incurred in transferring to the Ilkley IT Services Limited service and
- D) Pay us in addition to causes 2a and 2) a compensation charge. The compensation charge will be the average monthly value of line rentals and 50% of average call costs (call costs are based on the previous three months' calls) for each month (or part) until the expiration of the Minimum Period from the date of termination until the earliest time this agreement could have been validly terminated under the first paragraph of this clause 2.

3. Payment Terms

- A) Monthly variable direct debit is the only means of payment of Ilkley IT Services Limited invoices, and Ilkley IT Services Limited reserves the right to refuse customers not wishing to pay by direct debit
- B) 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
- C) Ilkley IT Services Limited reserves the right to apply charges for payment and any associated charges incurred
- D) Cancellation of the direct debit does not constitute notice of cancellation of the agreement
- E) You are protected at all times by the direct debit guarantee.

4. Prices

Ilkley IT Services Limited charges you for using the services covered by this agreement. Initially, you are charged at the tariff specified on the agreement or published in Our prices. Please note:

- A) Charges are calculated from data recorded by us and not from your own records.
- B) Where a direct debit is underpaid due to insufficient funds or cancellation, a £20 administration charge will be included on your next monthly bill.
- C) All Invoices are due for payment by the due date as indicated on our invoices. Any invoice outstanding beyond this period will be referred to our legal department and will be subject to a surcharge of 15% plus vat cover the collection costs incurred. This surcharge, together with all other charges and legal fees incurred, will be the responsibility of the customer and will be legally enforceable.

We may change our prices (upwards as well as downwards) but will endeavour to inform you at least 14 days in advance of any change we are making. Unless we advise otherwise, our charges are subject to VAT at the prevailing rate, which you must pay in addition.

5. Price increases

If we increase our service prices beyond our original agreed pricing during the Minimum Period of this agreement, then upon request, we will reduce our pricing back to the agreed price. If we do not reduce the prices back to our original price, then you may end this agreement without paying the compensation charge specified in cause 2d and the new prices will not apply to you.

6. Responsibilities

We agree to provide you with the service as specified on the agreement subject to the provisions of these terms and conditions. You agree:

- A To use the services in accordance with this agreement, any instructions given by us from me to time and any laws, regulations and licenses which apply to the use by you of the services.
- B. Not to allow an alternative supplier to override or bypass our service either through the installation of equipment or through the BT local exchange.
- C. To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier.
- D. Not to use the service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory a, which might cause annoyance, inconvenience or needless anxiety to anyone or to commit fraud or other criminal Damage; and
- E. Not to re-supply or resell 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.

7. Suspension

We may suspend the service (without being able to compensate you):

- A. In the event of a local or national emergency
- B. To comply with a request from a government or other competent authority.
- C. To protect or provide service to rescue or other essential services or otherwise.
- D. To maintain the quality of our services:
- E. If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice):
- F. If an event occurs which is beyond our reasonable control.
- G. If you break any part of this agreement.

8. Repair

We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible. Whatever means we use, we will try to ensure that all faults reported before mid-day are responded to on the same working day (or as defined by any individual agreements time to clear the fault will depend upon the severity of the problem. Any line fault will receive our attention within 4 hours.

9. Liability

Neither of us will have to compensate the other for any detrimental event beyond the other 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 profiles 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 abilities (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 tort arising under or in connection with this agreement shall be limited to a maximum of £500 for any event or series of connected events and £1,000 in any 12-month period.

10. Equipment Sales

Unless otherwise stated by Ilkley IT Services LTD, terms of payment are payment in full within thirty (30) days from receipt of the goods or installation of equipment. Should a deposit be required, this deposit must be paid in full prior to delivery or installation of the equipment. All deposits are non-refundable, and the balance must be paid in full within thirty (30) days from receipt of the goods or installation of equipment.

In the case of goods or equipment installed by Ilkley IT Services LTD, should the final payment not be paid after sixty (60) days from receipt of the goods or installation of equipment, then any deposits paid will be forfeited and the equipment will be uninstalled, removed and returned to Ilkley IT Services.

All goods remain the property of Ilkley IT Services LTD until paid for in full.

11. Equipment Rental or Lease

Rental and Lease terms and conditions will vary depending upon the situation and therefore do not fall within the general terms and conditions set out on this page. All rental or Lease terms must be discussed and agreed prior to receipt of the goods or installation of equipment

12. 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.

This agreement and the documents referred to in it represent the entire contract between us to the exclusion of any terms subject to which you may accept or purport to accept the service. Any variations (other than charges made in accordance with this agreement) shall be accepted by both of us in writing. 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

- A. Identify you when you make telephone enquiries:
- B. Administer any accounts, services and products offered
- C. Help us to detect fraud or loss

All figures in this agreement exclude VAT. This agreement is governed by English law.