



## Key Features

- You have the right to cancel your contract within 7 days of agreement. Any costs born by Saffwood Communications as upfront charges such as equipment ordered may still be chargeable.
- You will be charge line rental and call charges at the rate agreed in your contract and in the booklet.
- All payments must be made by direct debit. A £10 charge is applied if we are required to re-setup your direct debit for any reason. You will be charged a £10 administration fee for any invoices not paid on direct debit. Interest may be charged on unpaid invoices.
- Your supply agreement with us is for an initial period of 1 – 3 years as agreed at point of sale. You may extend that period by agreement upon your contract renewal date.
- You may cancel your service by providing 30 days written notice at the end of your agreed supply period. All balances must be settled before your time of transfer to a new provider
- If you wish to end your contact early, you will be charge an early termination fee of £150 per line or per channel for each year remaining of your agreement

### 1. Explanation of words used in this Agreement

In these terms and conditions, when the following words are shown in

“**Agreement**” means the contract agreed between us and you, for us to provide you **with Service to the Number, under these terms and conditions.**

“**Charges**” means the charges made by us to you for providing Service.

“**Initial Supply Period**” means the minimum period of the Agreement which shall commence on the day that Service is first provided.

“**Number**” means the telephone line(s) in respect of the telephone number(s) set out in the

“**Rate Schedule**” means the schedule of rates used to calculate the Schedule of Service.

“**Service**” means line rental, telephone calls, and/or any other services by us to you.

“**Standard Variable Rate**” means a rate 25% higher than the Rate Schedule that shall be applicable to Service provided during any period other than the Initial Supply Period or any agreed Subsequent Supply Period

“**Supply Period**” means the Initial Supply Period, Subsequent Supply Period or any other period during which Service is provided

“**Subsequent Supply Period**” means any fixed period agreed between us and you subsequent to the Initial Supply Period.

### 2. Service

2.1 We agree to provide you with Service under these terms and conditions. We may at any time without notice need to vary the service for technical, operational or other reasons at our reasonable discretion

2.2 We will use our best efforts to provide a continuous high quality Service in accordance with these terms and conditions.

2.3 If, for technical reasons, we are not able to provide you with line rental on the Number, then we will provide you with a calls only service where agreed prior to Service.

2.4 The Service provides you with line rental and call services up to the line box at your property. We are not responsible for equipment at your property. It is your responsibility ensure that this equipment is in good working order either at the time of delivery or prior to service

2.5 The Service is designed for businesses, and you have confirmed to us that you are a trading business.

### 3. Charges & Payment

3.1 We will make Charges for the provision and use of the Service in accordance with our Rate Schedule. This Rate Schedule may be varied if we give you ten days notice, but this is subject to your right to terminate, as explained at clause 8.3 below.

3.2 Invoices are issued monthly and are due for payment by Direct Debit 10.2 Invoices are issued monthly and are due for payment by Direct Debit 14 days after the invoice date. If invoices are not paid days after the invoice date. If invoices are not paid by Direct Debit 10 days after the invoice date, then we will charge you £10 per month for administration costs plus a £10 pound administration charge for setting up a new direct debit instruction

3.3 If invoices are not paid by Direct Debit 10 days after the invoice date, we will charge you for any collection costs incurred by us.

3.4 Interest will be charged on unpaid invoices from the due date until payment, at a rate of 1.5 per cent per month or part thereof.

3.5 Charges for the use of the Service at any time other than during the Initial Supply Period or any agreed Subsequent Supply Period shall be charged at the Standard Variable Rate

3.6 Value Added Tax, or any other levy or tax, will be added at the prevailing rate on to all sums due to us, which are stated exclusive of value added tax

3.7 You agree not to delay or withhold payment to us for any reason, including any claim or complaint that you may have. Any payments made to us will be applied by us as we deem appropriate

3.8 We reserve the right to use information provided by you to make necessary credit status enquiries.

3.9 If we incur costs as a result of your non payment, you agree to reimburse and indemnify us in respect of those costs.

3.10 The actual Charges applicable to you shall be determined by the option agreed at the time this Agreement is entered into, subject to clause 3.1.

3.11 Normally, charges for calls will be invoiced monthly in arrears and fixed monthly charges, including line rental, will be invoiced monthly in arrears. Where deemed appropriate we may bill you in advance for both call charges and line rental and may alter your agreement to reflect this with 10 days written notice.

#### **4. Obligations**

- 4.1 You agree not to use the Service in any improper or unlawful manner or in any manner that may cause offence.
- 4.2 You agree to allow us or our duly appointed agents access to your premises for the purposes of installation, programming, repair and maintenance whenever necessary. Where a physical line fault has occurred, BT Openreach must be notified by the customer. BT Openreach are a separate business to Saffwood Communications.
- 4.3 You agree to pay for all Service provided by us as set out in these terms and conditions
- 4.4 If you do not make payment by Direct Debit within 14 days of an invoice date, you agree to pay the increased charges explained in clause 3.2. Failure to pay by direct debit, or failure to pay invoices may result in immediate suspension of service without prior written notice. Where possible written notice will be provided.
- 4.5 You accept responsibility for the usage of the Service, whether the use of the Service has been expressly authorised by you or not.
- 4.6 You agree to inform us, giving at least 30 days written notice, of any changes in your personal details, including change of address, in accordance with clause 9.9.
- 4.7 If we have programmed your telephone system, you agree not to modify or change this programming without our written consent.
- 4.8 You agree not to make any telephone calls from the Number by any other means other than by using the Service during the Supply Period
- 4.9 You agree that we will be your only supplier of telecommunication services that are the same or similar to the Service during the Supply Period
- 4.10 You agree not to enter into any contracts with other providers to provide you with services which are similar to the Service, where such services commence during the Initial Supply Period or any agreed Subsequent Supply Period.
- 4.11 You agree to terminate at your own expense any existing contracts that you may have with alternative providers, which provide you with services similar to the Service
- 4.12 You agree to provide us with consent to allow telecommunication service providers to disclose relevant information about you to us
- 4.13 You agree not to claim any ownership rights over the Number nor to attempt to sell or agree to transfer the Number provided to you. Should you sell The Number provided to you, you will be liable for a charge of up to £500 per number sold or made unavailable to Saffwood Communications.
- 4.14 You agree that we may prevent your transfer to another provider if such transfer is to complete during the Initial Supply Period or any agreed Subsequent Supply Period.

#### **5. Faults**

- 5.1 If you experience a fault, you should report this to us by telephone. Faults reported via email, letter or any other means may not be acted upon. No voicemails or SMS will be recognised as a fault report
- 5.2 We will use our best efforts to repair faults in a reasonable time period, but you understand that repairing faults may be delayed by engineer availability access issues or other reasons and accept that we are not able to offer any guarantees as to the time taken to repair any faults.
- 5.3 We shall not be liable under any circumstances to you for any losses incurred as a result of an interruption to the Service
- 5.4 If a fault is caused by your own equipment, or by any equipment situated at your property which has been damaged by you or misused by you, we may recover from you all reasonable costs incurred by us, which may include charges for wasted visits to your premises. Technical support in these circumstance will be charged at £60 per hour and will be applied to your next bill.
- 5.5 You recognised that the quality of service is in part dependent on your broadband connection. Where the quality of service is damaged due to your broadband connection, you will be liable for all charges, repairs and termination fees should you cease your agreement with our written consent only. Where broadband services have been recommended by Saffwood Communications with a 3<sup>rd</sup> party supplier, you recognised and agree that all terms and conditions pursuant to this supplier will be adhered to, and that Saffwood Communications is indemnified from all faults or charges pertaining to that supplier and their services.

#### **6. Suspension of Service**

- 6.1 You agree that we may suspend Service in order to maintain or improve Service or if we are obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, or Regulatory or Administrative Authority.
- 6.2 We shall be entitled to suspend any part of or all of the Service without notice in the event that any payments are not made by you to us within 10 days of invoice date, or are not made by Direct Debit. Such suspension will not affect your obligation to pay for the Service during the period of suspension or thereafter, and will not affect our rights to charge a termination fee, in accordance with clause 8.5.

#### **7. Liability**

- 7.1 We shall not be liable to pay any termination fees or other charges payable to your previous supplier(s) of telecommunication services
- 7.2 Neither party shall be liable to the other for any consequential losses arising from or in connection with this Agreement
- 7.3 Neither party's liability in respect of death or personal injury caused by or arising from that party's negligence is affected by anything in this Agreement
- 7.4 All warranties, representations, agreements, terms or conditions, either express or implied, including as to merchantability and fitness for purpose that are not expressly set out in this Agreement, are expressly excluded.

#### **8. Termination**

- 8.1 You are able to end this Agreement without penalty at the end of the Initial Supply Period of one or three years, as agreed with you at the point of sale, or at the end of any Subsequent Supply Period that has been agreed.
- 8.2 You are able to end this Agreement without penalty if you cease to trade and/or will no longer be responsible for the Number. To do this you must write to us at our Head Office at least 30 days before you intend to cease to trade and provide us with satisfactory documentary evidence that you are doing so. We will then cease the Service on the date advised. You will not be able to make or receive telephone calls from that date, and your telephone number(s) may be allocated to somebody else.
- 8.3 If we increase our overall charging rates that apply to you for Service by more than 10% in any calendar year, then you are able to end this Agreement without penalty by writing to us within 14 days of being advised of our increased charging rates by arranging for another service provider to take over from us during the 30 days following that notice being given by you. If you do not give us written notice within 14 days, or you do not arrange for another service provider to take over from us within 30 days of your notice, then you will have accepted our increased charging rates and this Agreement will continue.
- 8.4 We are able to end this Agreement if you breach any of the terms of this Agreement. In particular, we are able to end this Agreement if you do not pay any invoices by Direct Debit within 10 days of the invoice being raised, or if you transfer to another service provider not in accordance with 8.1 above. If we end this agreement due to a breach of its terms by you, then we will charge you a termination fee of £150 per line or channel for each year or part year remaining on your contract. You agree that this represents a fair and reasonable estimate of the losses that we would suffer in these circumstances.

8.6 We may suspend or cease Service in circumstances where we would be entitled to terminate this Agreement. If we do this, then this will not affect our right to terminate this Agreement, or to charge you a termination fee.

## **9. General**

9.1 You may not assign or transfer this Agreement or any rights hereunder to any third party, without our prior written consent. We may assign or transfer this Agreement or any rights hereunder.

9.2 Neither party shall be liable for breach of its obligations under this Agreement if the breach is caused by flood, fire, accident, explosion, strike, war, embargo, Government restriction, Act of God, inability to secure materials, industrial dispute or any other cause beyond the parties' reasonable control including in particular acts or omissions of other providers of telecommunication services.

9.3 The remaining parts of this Agreement shall remain in full force in the event that any part of this Agreement shall be invalid, illegal or unenforceable, as if the unenforceable part had been omitted from the original Agreement.

9.4 All the terms of this Agreement are set out herein. Neither party has relied upon any representations, assurances or other agreements, whether verbal or otherwise, unless set out herein.

9.5 In the unlikely event that you have a complaint about the Service received, please email your complaint to [complaints@saffwood.co.uk](mailto:complaints@saffwood.co.uk)

9.6 We may make reasonable changes to the terms and conditions of this Agreement. We will provide you with 14 days notice of any such changes.

9.7 We may advise future changes made under clause 3.1 and/or clause 9.5 will be made on [www.saffwood.co.uk](http://www.saffwood.co.uk)

9.8 No waiver by either party shall constitute any variation to this Agreement

9.9 Singular words shall be construed as including words of the plural and vice versa.

9.10 Any notices given by you under this Agreement shall be made in writing and sent by registered post. Any notices given by us under this Agreement shall be made in writing, and sent by post, email or fax.

9.11 This Agreement shall be governed by the Laws of England.