

1. DEFINITIONS

1.1 The following words have the following meaning:

- "The Agreement" means these terms and conditions and the Customer Order Form.
"Business Telecoms Direct Ltd Designated Carrier Network" means the telecommunications network.
"BT" means British Telecommunications Plc.
"Customer" means the company, partnership, sole trader or other legal entity named in the Customer Order Form
"Customer Order Form" means the accompanying document titled Customer Order Form containing details of the Customer and the Services.
"Data Services" means the Services relating to data as specified in the Customer Order Form.
"Equipment" means any Equipment supplied by Business Telecoms Direct Ltd to the customer.
"Line Rental" means rental of the Customer's ISDN or Analogue line(s) previously supplied by BT.
"Minimum Term" means the minimum term in the Customer Order Form or, where applicable, the term specified in a particular section of these terms and conditions.
"MLU Access" means the automatic insertion of the unique Business Telecoms Direct Ltd access code by a unit of Business Telecoms Direct Ltd.
"Network Services Plan" means the particular Network Services Plan specified in the Customer Order Form.
"Owner" means Business Telecoms Direct
"Preferred Commencement Date" means the preferred date on which that particular service is due to commence.
"Services" means the service requested by the customer as particularised in the Customer Order Form.
"Site" means the place of business at which the Services and Equipment are to be provided as specified in the Agreement.
"Software" means any computer programme that was on the Equipment when supplied or that the customer received separately.
- 1.2 Headings are inserted for the ease of reference only and do not affect the interpretation of this Agreement.

2. NETWORK SERVICES (INCLUDING LINE RENTAL)

Minimum Term: All products and services are subject to a minimum agreement term of no less than 24 months. Unless otherwise agreed in writing.

- 2.1 If the customer migrates all its call traffic from Business Telecoms Direct Ltd network before the expiry of the notice, Business Telecoms Direct Ltd reserve its right to invoice an amount equal to the Customer's average monthly gross profit multiplied by the number of months remaining in the minimum term.
- 2.2 Business Telecoms Direct Ltd will charge the customer at the prices set out in the Network Services Plan (as amended by Business Telecoms Direct Ltd from time to time).
- 2.3 Business Telecoms Direct Ltd may at any time increase the charges by giving the customer 30 days written notice or if less as much notice as reasonably possible in the circumstances.
- 2.4 Business Telecoms Direct Ltd may, on seven days written notice to the customer, stipulate a reasonable monetary limit that will apply to all charges due or which may become due to Business Telecoms Direct Ltd from the customer. If at any time the amount of charges payable to Business Telecoms Direct Ltd exceeds the stipulated monetary limit, Business Telecoms Direct Ltd will immediately notify the customer and any amounts incurred in excess of the stipulated monetary limit will immediately become due and payable.
- 2.5 All calls made on Business Telecoms Direct Ltd tariffs are subject to 1p setup charge on local and national calls and 3p setup charge for all calls made to mobiles.
- 2.6 All calls made on Business Telecoms Direct Ltd discount and saver tariffs are subject to 1p minimum call charge
- 2.7 Online packages that include call allowances, the inclusive mobile excludes 3g mobile calls.
- 2.8 The customer agrees that signing this agreement will terminate any prior network services/ line rental agreement with service provider. The customer authorises Business Telecoms Direct Ltd to use all the information the customer provides in order to liaise directly with the service provider. In signing this Agreement the customer agrees to take the network services/line rental services specified in the customer order form for a minimum term of 24 months. Following the minimum term, the network services/line rental services shall continue until terminated by either party.
- 2.9 Business Telecoms Direct Ltd will invoice the customer monthly in arrears and the customer must pay the charge by the fourteenth day after the date of invoice by Direct Debit (where the customer fails to complete the direct debit form a 3% surcharge shall be added to the charges). If the customer fails to make any payment within 14 days of the date of the invoice Business Telecoms Direct Ltd may require the customer to pay all sums due under this Agreement on demand. The provision for interest on late payment below will apply.
- 2.10 On termination of this Agreement for any reason you will:
- pay us all outstanding charges due under this Agreement
 - co-operate with us in the removal of any of our equipment from your premises.
- 2.11 If this agreement ends before the minimum period ends (other than as a result of force majeure or any breach of this Agreement by us) you will pay us:
- the Monthly rental charges due under this agreement had not ended early.
 - In addition we may charge a disconnection fee of £159.00 for every line whether the agreement has reached the full minimum period or not.
 - you may terminate the contract by giving us at any time twenty eight (but no longer than forty days), written notice of termination by recorded delivery to our registered office prior to the renewal date. If you terminate this agreement prior

to the expiry of the contracted term or of any subsequent contract period, you agree to pay a compensation charge equal to the balance of the fixed line rental due up to the expiry date of this agreement. In addition, you agree to pay a compensation charge in respect of telephone call traffic, equal to four times the value of average monthly call billing during the term of this agreement up to and including the month of termination.

3. MOBILE SERVICES AGREEMENT

- 3.1 Under the terms of the Agreement the customer may be supplied with a number of cellular connections (lines) at different times at the customer's own request. Each supply will be for a minimum of 24 months from the date of the connection and, subject to any other right of termination under the Agreement, may only be terminated by giving 90 days' notice in writing not to expire before the end of the minimum term.
- 3.2 Where Business Telecoms Direct Ltd has provided further equipment in respect of any line at a subsidised price (upgrade) or financial support in lieu of equipment (upgrade support) then the minimum term that relates to that line is extended by a further period equal to the minimum term from the date of supply of the upgrade support.
- 3.3 If the customer terminates the Agreement in breach of these terms and conditions the customer will be obliged to pay the monthly access charges in reflection to each line supplied until the earliest date that the customer would have been entitled to end each supply.
- 3.4 When this Agreement is terminated Business Telecoms Direct Ltd will disconnect the customer from the network and it must pay all charges owed to Business Telecoms Direct Ltd under the Agreement.
- 3.5 The customer will be charged for all use of the lines supplied including:
- A monthly access charge which is payable one month in advance together with payment for any extra services which Business Telecoms Direct Ltd is providing the customer.
 - Call Charges for all calls made in the previous month according to Business Telecoms Direct Ltd tariff which the customer has chosen.
 - In the event that the customer chooses to use the telephone abroad, these charges will include all incoming calls that the customer receives during that period.
- 3.6 The customer must pay all invoices issued by Business Telecoms Direct Ltd within 14 days of the date of invoice by Direct Debit (where the customer fails to complete the direct debit form a 3% surcharge shall be added to the line charges). If the customer fails to make any payment within 14 days of the date of invoice Business Telecoms Direct Ltd may require the customer to pay all sums due under this Agreement on demand. The provision interest on late payment will apply.
- 3.7 If the network provider exercises any right against Business Telecoms Direct Ltd to withhold or claw-back payments made by the network operator to Business Telecoms Direct Ltd, Business Telecoms Direct Ltd shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given by Business Telecoms Direct to the customer to the extent that they are based upon payments from the network operator commercial purposes then Business Telecoms Direct Ltd shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that connection.
- 3.9 In the event that the customer wishes to change its mobile service supplier after the relevant minimum term has expired, Business Telecoms Direct Ltd will arrange for the transfer of the telephone number to the new supplier providing that the customer has given appropriate period of notice to terminate that supply and upon the payment of a reasonable administration fee and all sums due to Business Telecoms Direct Ltd under this Agreement being paid up to date, together with the payment of a deposit in respect of unbilled calls.

4. DATA SERVICES

- 4.1 Business Telecoms Direct Ltd shall provide the Data services to the customer according to the terms of the Agreement.
A minimum term applies.
- 4.2 Business Telecoms Direct Ltd may obtain telecommunication services from a carrier in order to supply the Data Services to the customer.
- 4.3 The customer accepts that it is technically impracticable to provide telecommunication services which are entirely free of faults and Business Telecoms Direct Ltd does not undertake to do so.
- 4.4 The customer accepts that it may not be able to receive that Data Service due to certain technical restrictions. If such technical restrictions are discovered after the date of agreement, Business Telecoms Direct Ltd shall have the right to immediately terminate the agreement in whole or in part without prejudice to any of its rights under the Agreement.
- 4.5 Business Telecoms Direct Ltd shall provide the customer with the Data services in exchange for the charges set out in this Agreement. Unless otherwise agreed in writing the charges shall be payable quarterly from the start of the start minimum term. Payment must be by Direct Debit and will be due 14 days after the invoice date (where the customer fails to complete the direct debit form a 3% surcharge shall be added to the charges). The provision for interest on late payment below will apply.
- 4.6 Any installation fees associated with the Data services shall be payable within 14 days of the date of which they are invoiced.
- 4.7 All fees are subject to change from time to time in the event that the carrier increases its fees to Business Telecoms Direct Ltd. Details of any such increase shall be provided to the customer as soon as reasonably possible.
- 4.8 The customer may terminate the Agreement by giving Business Telecoms Direct Ltd 90 days' notice in writing not to expire before the end of the minimum term. If the customer terminated the Agreement before the end of the minimum term, Business Telecoms Direct Ltd shall be entitled to charge the customer the charge that would have been payable to for the balance of the minimum term.
- 4.9 If the customer moves from Site(s), Business Telecoms Direct Ltd shall be entitled to charge the fees that would have been payable by the customer for the balance of

the minimum term. If the customer wishes to receive the Data services at a new site(s). It may be required by Business Telecoms Direct Ltd to start a new Agreement.
4.10 Nothing in the Data services section of the Agreement shall affect the parties rights of termination or after termination in the general provisions of the Agreement.

5. SALES AND MAINTENANCE AGREEMENTS

5.1 The customer shall pay 40% or £500 (whichever is the greater) in respect to the order value on signing the Agreement and 60% on the installation date. Payment shall be due on receipt of the invoice.
5.2 The period of maintenance will start on the preferred commencement date. It will continue for the minimum term and then from year to year until terminated at any time by either party giving the other not less than twelve calendar months written notice prior to the anniversary date.
5.3 The customer must pay all Business Telecoms Direct Ltd invoices for maintenance by Direct Debit within 14 days of the invoice date, which will be before the period of cover starts (where the customer fails to complete the direct debit form a 3% surcharge shall be added to the charges). Business Telecoms Direct Ltd shall have the right to stop servicing the Equipment if the customer does not pay on time.
5.4 Business Telecoms Direct Ltd may from time to time increase the charge for maintenance to account for cost increases. If this increase exceeds 10% the customer may by writing to Business Telecoms Direct Ltd within 30 days of the invoice for the increased price terminate the Agreement. Customers will not be allowed to terminate the Agreement if the increase has resulted from additions made to the system.
5.5 Ownership of the equipment shall remain with Business Telecoms Direct Ltd unless it is paid for in full by the customer. Until that time the customer will hold it as Business Telecoms Direct Ltd fiduciary agent and Bailee. The customer must keep the equipment separate from other equipment and it must be properly stored, protected, insured and identified as Business Telecoms Direct Ltd property. The customer is not permitted to sell the equipment and Business Telecoms Direct Ltd can insist on its return.
5.6 On expiry of Business Telecoms Direct Ltd associated lease agreements, the leased system(s) become the property of Business Telecoms Direct Ltd. An invoice will be raised for secondary rental or title of the equipment unless the equipment is returned to Business Telecoms Direct Ltd at 7 The Courtyard, Holdings Street, Rainham, Kent, ME8 7HE in good working condition by the customer within 30 days of the expiry of the lease.

6. TERMINATION

Notice to end services covered under this agreement must be submitted in writing by the authorised signatory and received by BTD no more than 30 days prior to the minimum agreement expiration date. Notice received is subject to a period of no less than 30 days.

6.1 Without prejudice to any other rights or remedies under the Agreement or at law, Business Telecoms Direct Ltd may terminate this Agreement or cancel the services at any site immediately by serving written notice on the customer if:

- the customer becomes insolvent or is subject to a court winding up order
- the customer commits a breach of any material obligation under this Agreement and (in the case of a remedial breach) fails to remedy the breach within 14 days of receiving written notice to do so from Business Telecoms Direct Ltd.

6.2 Business Telecoms Direct Ltd offer a cooling off period of 7 calendar days from the contract date if the customer wishes to cancel this Agreement. The customer must inform Business Telecoms Direct Ltd in writing within the 7 calendar day period if they wish to cancel.

6.3 The customer may terminate this Agreement immediately by serving written notice on Business Telecoms Direct Ltd if:

- Business Telecoms Direct Ltd becomes insolvent or
- Business Telecoms Direct Ltd commits a breach of any material obligation under the Agreement and (in the case of a remedial breach) fails to remedy the breach within 14 days of receiving written notice to do so from Business Telecoms Direct Ltd.

6.4 Upon termination for any part of the Agreement, all amounts owed by the customer to Business Telecoms Direct Ltd shall become immediately due and payable in full on demand the customer must:

- immediately stop using the services that have terminated
- immediately stop using the equipment
- permit Business Telecoms Direct Ltd to enter the site(s) during normal business hours to remove the equipment. The customer's obligations in respect of the equipment will continue to apply until Business Telecoms Direct Ltd has removed the equipment.

6.5 Business Telecoms Direct Ltd will not be liable for any further programming required by the customer.
6.6 The provisions of this clause remain in force despite the termination of the Agreement.

7. WARRANTIES AND LIMITATION OF LIABILITY

7.1 Unless otherwise stated in these conditions (or any relevant service specific conditions) the company makes no warranty in respect of the supply of equipment and services and all other warranties which by reason of statute or other direction, regulation or governmental authority may be implied into a contract for the equipment and/or services are hereby excluded to the fullest extent possible, save for those warranties which by reason of such statute or other direction, regulation or government authority cannot be excluded.
7.2 Subject to condition 7.5 in no circumstances shall the company's liability to the customer in respect of one incident or series of connected incidences in any one year, exceed 110% of the price paid for equipment and installation services and/or services to which the claim or claims relate in the 12 months prior to the date on which the claim or claims arose.

7.3 Under no circumstances shall the company be liable in any event under the contract in contract, tort (including negligence) or otherwise for any:

- loss of revenue
- loss of business
- loss of contract
- loss of anticipated savings
- loss of profits
- any indirect, consequential or specific losses

Whether or not the company knew or ought to have known that such losses or damages might be incurred.

7.4 Neither party shall be liable to the other party for any breach of any provision of the contract caused by any reason outside the control or responsibility of that party including without limitation in respect of Network Services supplied by the company, the failure of any carrier to provide network capacity (or any element therefore) to the company on which it was Act of God, terrorist attacks, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities or other competent authorities.

7.5 Nothing in these conditions excludes or restricts either party's liability:

- for death or personal injury resulting from that party's negligence or its employee's negligence while acting in the course of their employment
- any proven fraudulent misrepresentation
- any indemnity given under the contract and/or
- for anything for which the parties cannot at law or exclude their liability

8. CUSTOMERS INDEMNITY

8.1 Without prejudice to any other rights of the company, the customer shall indemnify and hold harmless the company against all liabilities, claims, damages, losses and expenses whatsoever arising from any breach by the customer of any warranties, undertakings and/or representations given under and/or any failure to comply with any responsibilities and liabilities of the customer set out in these conditions.

9. CUSTOMER PROVISIONS

9.1 All sums due to Business Telecoms Direct Ltd under the Agreement are exclusive of Value Added tax and any other applicable taxes which may from time to time be introduced, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply and must be paid by the customer.
9.2 If payment should not be received within 30 days from the date of the invoice, Business Telecoms Direct Ltd will be entitled to charge (in addition to interest and any legal cost ordered by the court and without prejudice to any other rights or remedies available to Business Telecoms Direct Ltd) the sum of £85+VAT in administrative cost incurred by Business Telecoms Direct Ltd in taking steps to secure payment.
9.3 The customer will pay interest at a rate of 3% over Bank of England Base Lending Rate applicable at the time per month on all overdue amounts from the date payment is due until the customer has paid in full.
9.4 The agreement is the entire agreement between the customer and Business Telecoms Direct Ltd
9.5 The agreement applies to all items of equipment individually. If any item fails, it will not affect the rights and liabilities of either party for the other items
9.6 The customer's duties under the Agreement will continue and will not be affected by the breakdown, theft, loss, destruction of, or damage to any equipment.
9.7 Notices under the Agreement must be made in writing and delivered by hand or sent by post to the other party's address. The address will be the one stated in the Agreement, the registered office (for a limited company) or the last known address of the other party. The notice will be taken to have been delivered by hand or 24 hours after the date it was posted.
9.8 Business Telecoms Direct Ltd reserves the right to assign, sub-contract or otherwise deal with all or any of its rights and obligations arising under Agreement. The customer may not assign this contract without having first received written authority from Business Telecoms Direct Ltd, such authority not to be unreasonably withheld.
9.9 There can be no variation to the terms of the Agreement unless approved in writing by both parties
9.10 The unenforceability of any term of the Agreement will not affect the enforceability of any other terms.
9.11 No person or body who is not a party to the Agreement has any rights under the contracts (Rights of Third Parties) Act 1999 to enforce any of the agreement.
9.12 The Agreement is governed by English law and disputes will be subject to the exclusive jurisdiction of the English Courts.



business
telecoms direct

Business Telecoms Direct Ltd

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