



Onsite Telecoms  
Mobile Workforce  
Cloud Solutions  
Data & Networks



## Cloud Telephony - Standard Terms & Conditions

### Version 1

#### 1. The Service

In this agreement, 'Service' means the service or services indicated overleaf. Lister Communications Ltd of Brunel Way, Stonehouse, Gloucestershire, GL10 3SX (LCL) agrees to supply you (our Customer) with the ability to make or receive a Call (or both). The Service does not include any phones or other equipment that we may supply to you under a separate agreement.

#### 2. Duration

This agreement shall come into full force and effect from the date of acceptance by LCL and shall continue for at least the Minimum Period as detailed on the front page unless terminated by either party giving to the other party not less than one months prior written notice in accordance with the terms in paragraph 17.

#### 3. Things we may have to do

3.1 We may have to perform actions that could affect the Service. These actions are listed in paragraph 3.2. If we have to interrupt the Service we will restore it as quickly as we can.

3.2 Occasionally we may have to: change the code or phone number or the technical specification of the Service for operational reasons; interrupt the Service for operational reasons or due to an emergency; give you instructions that we believe are necessary for health or safety, or for the quality of the Service that we supply to you or to our other customers.

#### 4. Phone number

You have no right to sell, or to agree to transfer, the number provided to you for use with the Service.

#### 5. Call Monitoring

We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services, including complaint handling.

#### 6. When we will provide the Service

We will provide you with the Service by the date we agree with you, unless we fail for a reason covered by paragraph 11.

#### 7. Repairing faults

7.1 We cannot guarantee that the Service will never be faulty.

7.2 We will work on any fault that is reported to us according to the repair service we have agreed to provide to you.

7.3 When we agree to work on a fault outside the hours covered by the repair service that we provide to you, you must pay us the extra charge.

7.4 If you tell us there is a fault in the Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for any work we have done to try to find the fault or to repair it.

#### 8. Paying our charges for the Service

8.1 Charges. You must pay the charges for the Service as set out in your tariff. This applies whether you use the Service or someone else does. We can change the charges as explained in paragraph 14.

8.2 Rental. You must pay us rental from the day we supply the Service. Usually you will pay the rental in advance.

8.3 Calculation of Call charges will be based on the Calls details provided by LCL's network providers.

8.4 Bills. We will send you your first bill shortly after we provide the Service. We will send you further bills every month, but we may send you a bill at any time. We will include all charges on your next bill where possible, and in any event as soon as we can. We will send bills to the address you ask us to.

8.5 Payments in advance, deposits and Call Levels: (a) We may ask you for a payment before one is normally due. This will not be more than the connection charge and rental for the Minimum Period. (b) We may ask for a deposit at any time, as security for payment of your bills if it is reasonable for us to do so.

8.6 When you must pay. You must pay all charges and rental as soon as these become due, which will normally be 14 days from date of invoice. Deposits are payable upon request. If we have not received payment of your bill by the due date, we may disconnect your telephone service. If this is necessary the following conditions may apply: (a) Normal monthly rental will continue to be charged during any period of disconnection. (b) You will be charged a fee for reconnection to our services, which is £25 per affected line, subject to VAT.

#### 9. Your other responsibilities

9.1 Connecting and using your equipment with our network. You may only connect phones, extension wiring, sockets or other equipment to our network using a main telephone socket that we or our agents have fitted and maintain, unless we agree otherwise.

9.2 Supplying a place and electricity for our equipment. We will have to place equipment on your premises to provide you with the Service. For residential customers this will normally be just a main telephone socket. You must provide a suitable place and conditions for our equipment. If we have to supply equipment that needs a continuous mains electricity supply and connection points, you must provide them where we need them at your own expense.

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9.3 Preparing your premises. You must prepare your premises before we arrive according to any instructions that we give you. When our work is completed, you will also be responsible for putting items back and for any necessary re-decorating.

9.4 Entry to your premises.

(a) If our engineers have to enter your premises you must let them do so as long as they clearly identify themselves. LCL will meet your reasonable requirements about the safety of people on your premises and you must do the same for us.

(b) If we need someone else's permission to cross or put our equipment on their premises, you must get that agreement for us and make any necessary arrangements.

9.5 Damage. Nobody must tamper with our equipment that is on your premises. If anyone does and there is any damage to or loss of our equipment, you must pay the charge in our tariff for any necessary repair or replacement.

9.6 Misuse of the Service. Nobody must use the Service:

(a) To make offensive, indecent, menacing, nuisance or hoax calls;

(b) Fraudulently or in connection with a criminal offence; And you must make sure that this does not happen. The action we can take if this happens is explained in paragraph 13.4. If a claim is made against us because the Service is misused in this way, you must reimburse us in respect of any sums we are obliged to pay.

9.7 Indemnity. If you use the Service for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them.

9.8 You must ensure that you are not currently in a contract period with your existing supplier, LCL will not be held responsible for any cancellation fees payable to your previous supplier.

#### **10. If we break this agreement**

10.1 We accept liability if you are injured or die as a result of our negligence in the provision of this service.

10.2 We have no liability for any loss that is not reasonably foreseeable, nor any loss of business, revenue, profit, or savings you expected to make, wasted expense, financial loss or data being lost or harmed.

10.3 Any liability we have of any sort (including any liability because of our negligence) is limited to £10,000 for any one event or any series of related events, and in any 12-month period to £25,000 in total.

10.4 Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

#### **11. Matters beyond our reasonable control**

If we cannot do what we have promised in this agreement because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire or explosion, civil disorder, war, military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving our employees), we will not be liable for this.

#### **12. If you break this agreement**

12.1 We can suspend the Service or end the agreement (or both) at any time without telling you if:

(a) You break this agreement or any other agreement you have with us for telephone (including payphone), telex or private service and fail to remedy the breach within a reasonable time of being asked to do so;

(b) We believe that the Service is being used in a way forbidden by paragraph 9.6. This applies even if you do not know that the Calls are being made or the Service is being used in such a way;

(c) Bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a Court on time, or you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

12.2 If you miss a payment, we will not suspend the Service or end the agreement until 7 days after the payment was due. However, if we suspend the Service and you miss another payment during the 12 months after we provide the Service again, we may then suspend the Service or end the agreement (or both) 7 days after the payment was due.

12.3 If we suspend the Service, we will not provide it again until you do what you have agreed or satisfy us that you will do so in future or that the Service will not be used in a way that is forbidden by paragraph 9.6.

12.4 If we suspend the Service because you break this agreement, the agreement will still continue. You must pay us rental until we end the agreement by giving notice under paragraph 12.1 or you or we end the agreement by giving notice under paragraph 17.1.

#### **13. Changing and ending the agreement**

If you ask us to make any change to the Service we may ask you to confirm your request in writing. If we agree to a change, this agreement will be changed when we confirm the change to you in writing.

#### **14. Conditions**

We can change the conditions of this agreement including our charges at any time. We will provide to you any change at least 2 weeks before it takes place.

#### **15. Transferring the agreement**

You cannot transfer or try to transfer this agreement or any part of it to anyone else.

#### **16. Cancelling the Service before it is provided**



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You may cancel the Service any time up to the point of provision. However, if you have ordered the Service for business use you must pay for any work we have done or money we have spent, details of which can be found in our pricelist.

#### **17. Ending the agreement after the Service is provided**

17.1 Following the Minimum Period this agreement, or the supply of the Service, can be ended by either party in writing.

17.2 If we give you notice, you must pay rental up to the end of that notice. If you give us notice, you must pay rental until 30 days from the date we receive your notice, or until the end of the notice if that is later.

17.3 If you give us notice that ends during the Minimum Period (other than because we have increased our charges or materially changed the conditions of this agreement to your detriment), you will be liable for a the cancellation charge based upon the following formula: 100% of outstanding Line Rentals and associated Services, Hosted Services, ADSL and Data services, plus 30% of Average Monthly Call Spend (based on average of prior three months call charges) multiplied by the outstanding period.

17.4 If you have paid any rental for a period after the end of the agreement, we will either repay it or put it towards any money you owe us.

17.5 You must pay all charges for the Service until the date on which we stop providing the Service to you.

17.6 We can end this agreement at any time without telling you if paragraph 12.1 applies.

17.7 Committed Call Spends. If you are contracted to a minimum call spend and at the end of the year you have not met the spend, then you will be liable to pay 20% of the difference between what has been spent and what should have been spent under the agreement. This also applies if you terminate your contract with us before the end of the contract period.

17.8 If we have provided a complimentary managed router as part of this service, you will be required to return this to our office within five working days of the service being terminated in full working order or pay to us to replace this with an equivalent model at the prevailing manufacturer's recommended retail price.

#### **18. Third Party Rights**

A person who is not a party to this agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.