

## **TERMS AND CONDITION FOR TELEPHONE SERVICES**

### **1. DEFINITIONS**

Words and expressions, which appear in these terms and conditions, have the following meanings: -

"Account" means the record of all Charges due from the Customer.

"Agreement" means these terms and conditions in respect of the Services.

"Charges" means the connection fee, service charges, call charges and any other charges payable by a Customer in respect of the services Shown in the Price List or otherwise incurred under this agreement.

"Customer" means the Party named on the Customer order under Customer Name.

"Order" means the Customer's order for the Services and other further order(s) placed by the Customer to which these terms and conditions apply.

"ATL" means Alpha Talk Ltd of 109A Digbeth, Birmingham, B5 6DT.

"Price List" means ATL's current Published list of Charges when the charge is incurred which changes from time to time.

"Services" means those telephone Numbers, tele-communications and other services as may be made available to Customer from time to time by ATL.

"Telecommunications Networks" means the public telecommunication system by which the services are made available and the telecommunication system operated by any telecommunications system operator.

"Telephone Number" means the telephone number allocated in the provisions of the Services to a Customer, which enables access to the Services.

### **2) AGREEMENT**

2.1 The parties to this Agreement are ATL and the Customer.

2.2 Each of the Services may be treated by ATL as a separate contract and these conditions will continue to apply to any remaining or new Service despite the non-availability, suspension or termination of any of the individual Services unless ATL advises the Customer otherwise in writing.

2.3 ATL reserves the right to impose a monthly financial limit for any Charges, and may require a pre-payment. If a pre-payment is required by ATL, it is the responsibility of the Customer that such pre-payment covers accrued calls and Charges remaining unpaid from time to time, whether invoiced or not.

2.4 The Customer agrees with ATL (on ATL's own behalf and as agent for every Associated Company) that, as additional consideration for ATL agreeing to enter into this Agreement, the standard terms and conditions set out in Section 1 above to Section 9 below (inclusive) shall apply to all other agreements previously made by the Customer with ATL or any Associated Company in substitution for any other standard terms and conditions to which such agreements are subject, save that this paragraph shall not apply to any agreement for premium rate services.

2.5 All ported services are issued on a fixed price and term contract for a period of three years from the date of connection, for all numbers /services ported from other carriers. For ATL own range of numbers the contract period is one of quarterly rollover.

2.6 All new connections of numbers or services are for a minimum term of three months from the date of first connection.

2.7 All numbers are leased to the customer and are essentially owned by ATL.

### **3) Termination**

3.1 If the Customer wishes to terminate the provision of one or more of the services supplied, 1 month's written notice must be given to ATL.

3.2 ATL may terminate any of the services by giving at least 14 days prior written notice to the Customer to expire at anytime.

### **4) PROVISIONS OF SERVICES**

4.1 ATL will make reasonable effort to make the services available at all times. However, the quality and availability of the services may be affected by factors outside ATL's control (and ATL shall have no liability in respect of losses, costs or inconvenience related to any of such factors). Such as (without limitation) fire, flood, land heave and subsidence, physical obstruction, atmospheric condition, Acts of Gods, industrial action, default or failure of a third party, or government action.

The Services may also be affected by faults in the Telecommunications network. (ATL shall have no liability to the Customer to the extent that the services are unavailable or impaired as a result of any such factors).

4.2 The Customer shall not use the services: for any improper material or fraudulent use or the transmission of any material which is or is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character in any manners that will or may constitute a criminal act or a violation of intringent of the rights of any person, firm or company (including but not limited to rights of confidentiality or copy right) or a violation or obligation in contract to any third party or in any way which will or may injure or damage any person or property or cause the quality of the service to be impaired.

4.3 The Customer shall not advertise any telephone number or any of the other services in or on a public telephone box.

4.4 The Customer shall notify ATL in writing of any period in which (and the extent to which) any telephone numbers(s) is likely to receive quantities of simultaneous calls, such notice to be given at least 14 days in advance to enable ATL to notify the relevant telecommunications system operator pursuant to the terms of ATL's agreement with that operator.

4.5 A promotional offer can only be applied once to a number or a service at any given time.

4.6 Please note that the chargeable service and free/discounted service are provided as a pair. Therefore in the event of a chargeable service being cancelled, an appropriate charge will be applied to the free/discounted service.

## **5 CALLING A PERSONAL NUMBER**

5.1 ATL cannot be held responsible for the failure of any network provider to facilitate access to the personal number.

5.2 It is possible to dial a personal number in the UK using the majority of UK telecom service providers; however there are a number of smaller networks that have not yet enabled personal numbers to run on their networks. This also applies to international networks.

6. COST Charges are shown on the price List. Prices are always quoted exclusive of VAT.

6.1 Payment is due whenever Customer receives the bill. If payment is not made on the due date ATL may suspend or cancel the Service and charge a reconnection fee or interest on all sums outstanding at the rate of 5% above the base rate of Lloyd's Bank Plc.

6.2 ATL shall be entitled to take all sums payable under this agreement by direct debit, standing order or credit card on or after the due date and shall be entitled to take all sums payable to it under any other agreement with the Customer on or after the respective date hereunder.

6.3 If a Customer wishes to dispute any charges shown on a bill such dispute must be notified in writing to ATL within 14 days of the date of the bill failing which the Customer shall be deemed to have accepted the correctness of the bill.

6.4 The Customer must do their own research before making a call to any destination, as regards to the call charges that will be applied.

## **7. ATL LIABILITY**

7.1 ATL accepts liability without limitation for the death or personal injury resulting from its negligence and, where the Customer is a consumer (as defined in section 12, Unfair contract terms act 1977), for any breach by it of any obligation implied by statute to use reasonable skill and care in the provision of the services. ATL also accepts liability up to a maximum of one thousand pounds (£1,000.00) for direct physical damaged to or loss of property resulting from its negligence.

7.2 The Customer must notify ATL of any claim as soon as reasonably practicable and in particular, within ten days of suffering any alleged physical damage to or loss of property.

7.3 The Customer must fully cooperate with ATL and provide all information required by ATL to consider any claim.

7.4 The Customer acknowledges that ATL cannot reasonably foresee the consequences to the Customer of any difficulties in the use or operation of the services and therefore the Customer agrees that this section 7 specifies ATL's entire liability to the Customer (including liability for negligence). Except as provided above, ATL shall not be liable for any loss, damage or injury to the Customer whatsoever direct or indirect, consequential or contingent and whether foreseeable or not. Without limiting the forgoing ATL shall not be liable for any financial loss of business, profit, savings, revenue, use or goodwill. All other statutory, express implied or collateral terms conditions or warranties are negated and excluded to the fullest extent permitted by law.

7.5 ATL will not be liable if ATL is unable to perform an obligation or provide the Services because of any factor outside of ATL's control, and further including non performance, bankruptcy or liquidation of any third parties upon whom ATL may rely upon to make any services available in part or whole directly or indirectly but not limited to those mentioned above.

7.6 The Customer is required to indemnify ATL in respect of any claims, costs and legal fees incurred by ATL as a result of the Customer's breach of this agreement.

## **8) SUSPENSION OF SERVICES**

8.1 ATL may suspend the services in whole or in part, or disconnect the telephone numbers at any time without notice, (without being liable to Customer to compensate anyway) if: the telecommunications Network or any part of it, breaks down, or requires modification or maintenance, or if any third party providing the services to ATL for any reason fails or is unable to or is unwilling to continue (for any reason) to provide the services, or the Customer in breach of the terms of this agreement, of any other agreement with ATL or exceed ( or is reasonably believed by ATL to have exceeded) any financial limit imposed under this agreement, or the Customer acts in such a way that in the reasonable opinion of ATL the operation of the services or any part of the Telecommunications Network may be jeopardised or impaired.

8.2 The Customer remains liable for all charges during the period of suspension.

8.3 ATL reserve the right to make a charge for any reconnection and apply different payment terms as a condition of reconnection, except only in the circumstances where the telecommunications system breaks down, or requires modification, or maintenance.

8.4 If the Customer is in breach of the terms of this agreement or any other agreement with ATL the Customer agrees that ATL (as the case may be) may suspend any service provided under the terms of such other agreement or disconnect any telephone numbers supplied there under at any time without notice (without being liable to compensate the Customer in anyway)..

## **9) WHEN THE AGREEMENTS ENDS**

9.1 ATL may terminate this agreement (including, but not limited to failure to pay the recurring service charges and any other charges by the due dates) and ATL may (without being liable to Customer to compensate anyway) terminate any other agreement with the Customer in whole or in part immediately by notice in writing if:

9.2 The Customer is in breach of any of the terms of this agreement or any other agreement with ATL and does not remedy the breach 7 days of the date of written notice specifying the breach, or

9.3 makes or offer any arrangement or compensation with creditors or commits any act of bankruptcy, or if a petition or receiving order of bankruptcy is presented or made or if ATL reasonably anticipates that any such events are imminent or if a

limited company a regulation is passed to wind up that company or if a receiver is appointed over the whole or any part of the company's assets, or any similar event, or

9.4 Any licenses or agreement in favor of ATL to run, offer, supply, provide, connect, directly or indirectly the services, whether under the wireless telegraphy act 1949 to 1967, or Telecommunications Act 1984 or otherwise is revoked, terminated, suspended or modified for any reason in whole or in part.

9.5 If the Customer terminates this agreement or any other agreements with ATL for any reason or ATL terminates this agreement or any other such agreement save for the reason of expiry or otherwise of the license mentioned above, the Customer must pay all outstanding charges on the Account including out standing service charges, upon termination the Customer will loose any or all the rights to the number or services supplied, and ATL shall have sole discretion to supplying the said number(s) /services to any other Customer under a separate agreement.

## **10) GENERAL**

10.1 This agreement is the complete and exclusive statement of the agreement between ATL and the Customer. It supersedes all understanding or prior arrangements whether oral or written and all representations or other communications between the Customer and ATL.

10.2 ATL cannot be held responsible for any false or misleading information given by dealer, agent or other representative or intermediary.

10.3 ATL or its agent cannot be held responsible for any alphanumeric interpretation of number combinations. Any such derivations are the sole responsibility of the Customer. Telephone keypad increasingly conform to European standard ITV-TE161, however not all telephones will conform to this standard.

10.4 ATL may vary the terms and conditions of this agreement if ATL considers that changes to legislation, statutory instruments or other governmental regulations or network or licenses make it desirable, and ATL may vary its charges at any time and give 14 days notice thereof to the Customer.

10.5 ATL may port any telephone number and or services to another or any other telecommunications system operator if and when it sees fit, the customer hereby agrees that the customer shall have no objection in this regard whatsoever.

10.6 Payphone levy, some service providers like BT make a surcharge for calls originating from their payphone to 0800 free phone services. This levy gets charged to ATL for any service provided via ATL and consequently these extra levies will be passed onto the 0800 number holders(s).

10.7 All usage charges will be calculated by data supplied by telecommunications system operator and not by any data supplied by the customer.

10.8 The Customer may not assign or try to assign any or all of the rights and responsibilities under this agreement but ATL may assign any or all of ATL's rights and obligations without the customer's consent.

## **11) SALE OR TRANSFER**

11.1 A personal number is not transferable without the express written consent of ATL. A £150.00 plus VAT administration charge will be payable by the Customer in the event of consent being granted.

11.2 The Customer agrees to the disclosure to any telecommunications company, debt collection agency, credit reference agency, or financial institution, of any information relating to this agreement and the Account or such other disclosure as may be within ATL's Data Protection Act registration.

## **12) REGULATORY**

12.1 ATL may also vary the terms and conditions of the Agreement if new legislation, statutory instruments or other governmental regulations or licenses make it necessary and ATL will not be held responsible or liable for any subsequent prefix or other numbering changes imposed by OFTEL or any other regulatory body.

12.2 ATL will address all bills and may notice under this agreement to the last known Account address. The Customer must immediately inform ATL any change in this address.

12.3 Any bill or notice from ATL will be deemed received or served within 48 hours of posting.

## **13) NO WAIVER**

13.1 Any waiver, concession or extra time allowed by ATL is limited to the specific circumstances in which it was given. It does not affect ATL's rights under the Agreement in any other way.

13.2 This agreement shall be governed construed and shall take effect in accordance with the laws of England and Wales. It shall be subject to the jurisdiction of the English courts. The invalidity or unenforceability or illegality of any part of this agreement shall not affect the validity or continuation in enforce of the remainder of this Agreement.