

**Talk Business Solutions Ltd. T/A Signal Telecom (Stokesley).**  
**Terms & Conditions, Acceptable Use Policy, Mobile Phone Services**

**1 - Introduction and definitions**

The Customer (as defined in clause 1.2 below) understands that to receive the equipment/services (as defined in clause 1.2 below) and the airtime services (as defined in clause 1.2 below) it is required to enter into two separate agreements. These are:

1 1.1 - The POA (as defined in clause 1.2 below) with Talk Business Solutions Ltd.

1 1.2 - the airtime agreement (as defined in clause 1.2 below) with the relevant airtime provider.

1.2 - In this agreement the following words and expressions shall have the meanings set out below:

**'airtime provider'** means a company that provides wireless connectivity for mobile phone data and telephone calls. It may also be called a mobile network operator, a mobile carrier, cellular company or wireless service provider.

**'airtime agreement'** means the agreement that governs the provision of airtime services from the relevant third-party provider/service provider.

**'airtime services'** means cellular mobile telecommunications airtime and network capacity procured from a service provider/third party provider.

**'network'** means the network and communications systems and infrastructure, to which the equipment connects, which is used by the Company to provide the Services;

**'Coverage'** means the geographical area covered by the airtime services of an airtime provider. Within this area cellphones complete calls using the Network or a partner Network.

**'POA'** means the purchase order agreement that governs the provision of all communications services, benefits and equipment by Talk Business Solutions Ltd.

**'infrastructure'** means a building's existing interior and exterior cables, conduits, inner ducts and connecting hardware, all comprising the existing telecommunications infrastructure in and outside the building prior to the connection of the Airtime services by the Company.

**'third party provider/service provider'** mean any third-party provider and communications service providers engaged to supply services to the Customer.

**'connection'** means the connection of an end user to a network or service provider such that the end user can access and utilise the airtime services.

**'the Company'** means Talk Business Solutions Ltd. T/A Signal Telecom (Stokesley).

**'the Customer'** means the person ordering the equipment/services and/or the airtime services whose full details are set out in the POA and airtime agreement.

**'downward migration'** means in respect of a connection, the transfer (at the request of the Customer) from one tariff provided by the third party provider/service provider ('the old tariff') to another tariff provided by that same third party provider /service provider ('the new tariff') that results in the Customer being charged a lower monthly line rental than it was being charged under the old tariff and the phrase 'downward migrated' shall be construed accordingly.

**'equipment'** means any equipment or hardware supplied to the Customer as part of the POA or airtime agreement, including tools, systems, cabling, firewalls, facilities or other equipment provided by the Company (or by a third party provider on the Company's behalf) to the Customer and used directly or indirectly in the supply of the services;

**'minimum term'** means the minimum period of that the Customer has agreed to maintain a connection/s under the POA and airtime agreement.

**'Term fees'** means the compensatory fees calculated by multiplying the remaining number of months of the minimum period by the monthly charges for the services (exclusive of any discount granted).

**'LOR'** (loss of revenue) means the amount of the monthly tariff due to the Company from the third party provider/service provider multiplied by the number of months remaining on the contract at the point of termination.

**'monthly subsidy amount'** means the amount that is derived by dividing the subsidy payable for a connection by the number of months in the minimum term applicable to that connection.

**'services'** means any services ordered by the Customer and provided by Talk Business Solutions Ltd

**'subsidy'** means the sum payable by the Company, or discount allowed by the Company, to the Customer as determined by the Company at its sole discretion, taking into consideration the number of connections the Customer is taking out and the applicable tariffs and minimum term that the Customer is prepared to enter into.

## **2 - Applicable terms**

Unless other terms and conditions are accepted by the Company in a specific written amendment signed by a Director of the Company the supply of equipment and/or the provision of services will be on the terms and conditions set out in the POA and the airtime agreement to the exclusion of any other terms and conditions whether or not the same are endorsed upon, delivered with or referred to in any purchase order or other document delivered or sent by the Customer to the Company.

## **3 - Supply of Customer equipment**

3.1- In consideration of the Customer entering into the POA and the airtime agreement, the Company undertakes to supply the Customer such equipment/services that may be ordered by the Customer.

3.2 - the Company shall use reasonable endeavours to deliver the equipment on the date agreed but the Customer acknowledges that time shall not be of the essence.

3.3 - Notwithstanding delivery and acceptance of the equipment to the Customer, title to the same will not pass to the Customer (but will be retained by the Company) until the earlier of either (1) the expiry of the minimum term or (2) the date on which all undisputed invoices relating to the same have been paid in full to the Company.

3.4 – Should the Customer, for whatever reason, cancel the agreement before the expiry of the minimum term, then the Customer agrees to pay the full replacement cost, or the original subsidy of the equipment to the Company, whichever is the greater.

3.5 - The risk in the equipment will pass to the Customer upon delivery. The Customer will be liable for any loss or damage from the time that the equipment is delivered to the address notified by the Customer.

3.6 - The Customer undertakes to notify the Company of any alleged defect, shortage or discrepancy in any equipment within 3 days of delivery to the Customer. If the Customer fails to notify the Company within this period then the Customer will have accepted the equipment and the Company shall have no liability to the Customer whatsoever in respect of such equipment.

3.7 - The Customer agrees that if the Customer chooses to use an unlocked handset/s, a handset/s not supplied by the Company, or switches a SIM card to a personal handset/s not supplied by the Company, the Company is not responsible for any failure of the network, the network systems, the handsets, billing or usage anomalies, and that the responsibility for such failures or anomalies is solely that of the Customer.

## **4 - Provision of the services**

4.1 - The Company shall use reasonable endeavours to provide the services on the dates agreed by the parties.

## **5 - Charges and payment**

5.1 - The Customer agrees to pay for each item of equipment and services ordered by the Customer within 5 days from the date of a Talk Business Solutions Ltd invoice.

5.2 - Interest at an annual rate of 5% above Barclays Bank Plc. base rate will accrue daily and be calculated on a daily basis on overdue accounts from the due date until payment.

5.3 – Monthly tariff charges will be subject to an annual increase or decrease in accordance with the RPI rate. The Company may pass on to the Customer any increase in charges levied upon it by third-parties or manufacturers or other suppliers.

## **6 – Payment and reclamation of subsidies and LOR**

6.1 - Subject to the remaining provisions of this clause 6, the Company may provide the Customer with a subsidy as a result of the Customer entering into the POA and the airtime agreement.

6.2 - If the Company does provide the Customer with a subsidy this may be provided to the Customer using the methods set out below or any combination of them.

6.2.1 - Deducting this from the value of the equipment or the services that the Customer orders from the Company or:

6.2.2 - the payment of monies (the amount of the subsidy) to the Customer and such monies shall be paid to the Customer quarterly over the term of the airtime agreement with the airtime provider.

6.2.3 - Using such amount to discharge any termination charges by the relevant airtime provider subject to the Company seeing the relevant invoice from such airtime provider (but no other termination charges relating to any other agreement whatsoever).

6.3 - Any subsidy pursuant to clause 6.2 shall be payable by the Company quarterly beginning within 90 days from the date that the Customer presents an invoice to the Company. It is the sole responsibility of the Customer that the Company has received the said invoice with documentation supporting this (save that no invoice shall be necessary where subsidy is being deducted from the price of the equipment /services ordered by the Customer pursuant to clause 6.2.1) provided that:

6.3.1 - The connection is still active and not pending disconnection on the payment date that the instalment of the subsidy is due:

6.3.2 - Where the invoice is payable in instalments or after a prescribed period of time the appropriate trigger date has passed.

6.3.3 - The invoice has been raised in accordance with the provisions of this agreement; and

6.3.4 - where the invoice is for termination charges pursuant to clause 6.2.3, this amount is invoiced within 3 months from the connection date; and or invoice is for payment of monies pursuant to clause 6.2.2, this amount is invoiced by the Customer within 90 days of it becoming payable; and or amount claimed is being deducted from the price of equipment/services ordered by the Customer pursuant to clause 6.2.1, this amount is claimed during the minimum term; and in the event that the Customer fails to invoice/claim the subsidy within the timescales set out in clauses 6.3.4 (a) to (c) inclusive then the Customer's right to the subsidy shall cease.

6.4 - The Customer acknowledges that:

6.4.1 - The payment of the subsidy is conditional upon: (a) the Customer maintaining each connection for the minimum term; and the Customer not downward migrating any connection during the minimum term; (b) The Customer paying all due invoices in compliance with clause 5.1 and such other conditions as are notified to the Customer by the Company.

6.4.2 - The Company will provide the subsidy prior to the satisfaction of the conditions set out in clause 6.4.1 and hence the need for clause 6.5

6.5 - The Company shall be entitled to reclaim the subsidy (or such proportion of the subsidy) already paid to the Customer (or withhold such amount from any subsidy or instalment to be paid to the Customer) and/or the LOR if:

6.5.1 - Any due invoice related to the subsidy from the Company to the Customer is not paid in compliance with clause 5.1

6.5.2 - A connection is for whatever reason disconnected prior to the expiry of the minimum term; or...

6.5.3 - A connection is for whatever reason downward migrated during the minimum term; or...

6.5.4 - The relevant airtime provider (for whatever reason) reclaims or withholds any of the connection monies paid to the Company by the airtime provider for that connection; and the proportion of the subsidy that the Company shall be entitled to reclaim from the Customer shall be the monthly subsidy amount for each month (and such pro rata amount for each incomplete month) of the balance of the minimum term which is unexpired at the date of disconnection or the downward migration.

6.5.5 - The relevant airtime provider (for whatever reason) reclaims or withholds any of the connection monies or any revenue paid to the Company by the airtime provider for that connection, the Company shall be entitled to reclaim from the Customer the full amount of the connection monies or revenue reclaimed by the airtime provider.

6.6 - If the Customer (for whatever reason) cancels prior to connection, does not forward the Porting Authorisation Code within 60 days, disconnects a connection prior to the expiry of the minimum term or a connection is downward migrated during the minimum term the Company shall be entitled to charge the Customer the term fees and an administration charge of £250.00 for each connection cancelled.

6.7 - It is agreed between the Customer and the Company that the charges described in 6.6 are a fair estimate of the administrative expenses incurred in processing any of the events described in 6.6 and the Customer agrees not to challenge the charge as a penalty.

6.8 - Any sum reclaimed (or withheld) pursuant to clause 6.5 shall be invoiced to the Customer and shall be payable (unless withheld) within 5 days of the date of the invoice.

## **7 – Warranties**

7.1 - The customer acknowledges that the warranty given by the Company is limited as follows. If any equipment is proved to be defective in material or workmanship then:

7.1.1 - If the Customer has undertaken clause 3.5 and the equipment is returned to the Company within 5 days of delivery, then the Company will at its option (a) repair the equipment, (b) replace the equipment, (c) substitute substantially equivalent goods or (d) credit the Customer in respect of any such equipment. Where the Company replaces the equipment or provides substitute goods, the original equipment will belong to the Company ; these obligations on the part of the Company will not apply where:- the equipment has been altered in any way whatsoever or has been subjected to misuse or unauthorised repair; or the equipment has been improperly installed or connected (unless the Company carried out such installation or connection); or the Customer has failed to observe maintenance requirements relating to the equipment; or the equipment has been sold on a 'no warranty' basis or in respect of any promotional items supplied with or in connection with the equipment.

7.2 - Save as provided in this agreement, the Company excludes all conditions, warranties and stipulations express or implied, statutory, customary or otherwise which but for such exclusion would or might subsist in favour of the Customer.

## **8 – Limitation of liability**

8.1 - the Company's liability for loss or damage (however such liability arises and whether on contract, tort, for breach of statutory duty or otherwise) under or in connection with:- this agreement and/or any matter collateral to this agreement and/or in respect of any representation or misrepresentation (other than a fraudulent misrepresentation) made by or on behalf of the Company; shall in no circumstances exceed the sum paid by the Customer to the Company in respect of the equipment or services with which such liability arises provided that nothing in this clause shall limit or exclude liability for death or personal injury arising from the Company's negligence.

8.2 - Save as otherwise provided, the Company will be under no liability under this agreement for personal injury, death, loss or damage of any kind (other than death or personal injury resulting from the Company's negligence) whether consequential or otherwise including but not limited to loss of profits, pure economic loss, loss of business and depletion or goodwill.

8.3 - Save for death or personal injury resulting from the Company's negligence, the Company shall not be liable for any loss as a result of electro-magnetic frequencies or any similar result from use of the equipment.

8.4 - The Company accepts no liability for performance related problems caused by Customer's broadband provider or inadequate broadband speed caused by same.

8.5 - The Company accepts no liability in the event of failure by outside suppliers or third party providers to meet their responsibilities.

8.6 - The Company will employ it's best endeavours to resolve failures or inadequacies of the Customer's infrastructure in the shortest possible time but accepts no liability whatsoever for these failures or inadequacies.

## **9 – General**

9.1 - the Company will be entitled to assign, sub-contract or sub-let this agreement or any part thereof. The Customer shall not be permitted to assign or sub-let this agreement or any part thereof without the written consent of the Company.

9.2 - Failure by the Company to enforce any of the provisions of this agreement will not be construed as a waiver of any of its rights hereunder.

9.3 - In relation to all obligations of the Customer under this agreement, the time of performance is of the essence.

9.4 - The illegality, invalidity or unenforceability of any clause or part of this agreement will not affect the legality, validity or enforceability of the remainder.

9.5 - The Company shall be entitled to amend any of the terms of this agreement upon the giving of 7 days written notice.

9.6 - Any demand, notice or communication shall have been duly served:-

9.6.1 - If delivered by hand at the proper address for service

9.6.2 - If given by prepaid first class post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays)

9.6.3 - If given by fax at the time of transmission subject to the receipt of the appropriate 'clear' transmission report.

9.6.4 - If given by email at the time of transmission subject to the receipt of the appropriate delivery receipt.

9.6.5 - Any demand, notice or communication shall be made in writing or by fax or email addressed to the recipient at its registered office or its address stated in this agreement (or such other address or fax number or email address as may be notified in writing from time to time).

9.7 - The Company does not allow its employees to endure aggressive or abusive telephone behaviour. The Customer accepts that the Company will, at its sole discretion, terminate any such telephone calls politely with a statement that the Company is disconnecting the call and will resume discussion of the subject when it can be done with a more reasonable and professional demeanour.

9.8 - The Company shall have the right, at its sole discretion, to record and store electronically any or all telephone calls made to the Company by the Customer.

### **9.9- Support services**

9.9.1- Telephone support is free. On-site support is available by request subject to approval by the Company's management. On-site support is subject to an hourly charge with a minimum charge of one hour. Hourly rates for on-site support are available on request from the Company's premises.

### **9.10- Server interface**

9.10.1- Where handsets supplied by the Company are required to interface with a Customer's on-site server it is solely the customer's responsibility to ensure that the server is configured correctly to interface with the software on the handsets.

9.10.2 - The Customer's server should be configured by the Customer's own IT professional or provider. The Company's personnel cannot adjust a server in any way without written authorisation from the Customer that includes a statement accepting full responsibility for any consequences of or losses caused by the adjustment. The cost of configuring the Customer's server will be borne by the Customer.

### **10 - Manufacturers' guarantees**

10.1 - New equipment is guaranteed by the manufacturer against manufacturing defects for a minimum period of one year.

10.2 - The Company may, entirely at its option and in the case of manufacturing defect only, offer a 24-hour replacement service. This 24-hour replacement service is only available during the manufacturer's guarantee period.

### **11 - Delivery charges**

11.1 - The Customer will be charged standard or special delivery rates by courier or first class Royal Mail and these deliveries will be charged at cost.

### **11- This agreement**

11.1- No variation to this agreement may be made unless set out in writing and signed by a director of the Company.

11.2 – Termination of this agreement is subject to 30 calendar days written notice from the Customer by first class letter or email.

11.3 - Unless the Customer has provided 30 calendar days written notice to terminate the contract prior to the expiry of the minimum period or any renewal period, the contract shall automatically renew for a further period of 30 calendar days (the renewal period) and the contract shall continue to renew for successive 30 calendar day renewal periods until the customer provides 30 days' written notice to terminate at the end of any renewal period.

11.4 - This agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

### **12 - Acceptable use policy**

The Customer shall not use the Services to store, distribute or transmit any viruses, or any material that:

12.1 - is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.

12.2 - in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purposes or effect, or which facilitates illegal activity.

12.3 - depicts sexually explicit images or promotes unlawful violence.

12.4 - is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity.

12.5 - causes damage or injury to any person or property.

12.6 - is in breach of any applicable law.

12.7 - infringes any Intellectual property right or other proprietary right or right of privacy of a third party.

The Customer shall not use the Services to:

12.8 - transmit or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

12.9 - intercept or monitor data or messages while they are being transmitted over the network.

12.10 – access any computer, system, network, or data without authorisation, or in a manner which exceeds authorization, including, any attempt to:

12.11 - retrieve, alter, or destroy data; or

12.12 - probe, scan or test the vulnerability of a system or network; or

12.13 - breach or defeat system or network security, authentication, authorisation, confidentiality, intrusion detection, monitoring, or other security measures.

The Customer shall not use the Services to:

12.14 - impersonate any party or entity by adding, removing, or altering header information of network, email, or other messages transmitted over the Network;

12.15 - transmit over the Network messages that have been electronically signed using a fraudulently obtained public key certificate or with a forged electronic signature; or

12.16 - use the Network or any of the Services to commit any other form of impersonation or forgery.

12.17 - The Customer shall not knowingly interfere with or disrupt the business operations, service, or function of the Company, the Network, or any computer, host, network, or telecommunications device connected to or via the Network.

12.18 - The Customer shall not knowingly tamper with or attempt to gain unauthorised access to systems, network or other device of the Company.

The Customer shall promptly report to the Company any event, condition, or activity indicating a possible or actual:

12.19 - breach or compromise of the security of the Network and/or the Services, including any event, condition, or activity occurring within any other telecommunications or computer network or systems that

12.20 - could affect the security of the Network and/or the services.

In the event of any breach or suspected breach of the Acceptable Use Policy by the Customer, in addition to and without prejudice to its other rights and remedies at law or otherwise under the Agreement, the Company may:

12.21 - monitor usage, and carry out investigations into potential misuse or abuse of the Services insofar as the same is carried out over or using the Network and the Customer shall cooperate with the Company in connection with such investigations;

12.22 - (at the Company's option) terminate, or suspend any Service immediately upon written notice to the Customer; and/or

12.23 - involve and co-operate with law enforcement, regulatory and any other authorised agencies in the investigation and prosecution of crimes alleged or suspected to have been committed using the Services insofar as the same is carried out over or using the Network.

### **13 - Breach of contract**

13.1 - either party may terminate the POA without further notice if the other commits a material breach of these terms and conditions which is not remedied within 90 days.

**14. - The Customer is in breach of contract** and is deemed to have cancelled the contract if:

14.1 - the Customer commits a material breach of the POA that cannot be remedied.

14.2 - the Customer is the subject of a bankruptcy order, goes into liquidation, makes a voluntary agreement with its creditors, or has a receiver or administrator appointed.

14.3 - the Customer fails to pay any sum due for any service provided, by the due date of payment.

14.4 - the Customer cancels the POA (for whatever reason other than a material breach of these terms and conditions) prior to the expiry of the minimum term.

14.5 - If any of the circumstances in clauses 14.1-14.3 occur, and both parties cannot reach an acceptable resolution, the company shall terminate all services to the customer, including data services, without further notice.

## **15 – Coverage**

15.1 - The Company will employ it's best endeavours to provide high-quality airtime services to the Customer. However, The Company cannot guarantee that the Customer's network will always provide 100% geographic coverage. The availability and quality of the airtime services are affected by a number of things such as the number of people using the airtime services and the Customer's location.

15.2 - The Company makes the airtime services available provided the Customer is in range of a base station forming part of the relevant technological airtime service. Any coverage maps published by a third-party provider/service provider are best estimate of outdoor coverage but not a guarantee of service coverage which may vary from place to place.

15.3 - The Company will employ it's best endeavours to make the airtime services available to the Customer, but sometimes they may be unavailable as a result of, or be affected by;

- The weather and faults in other networks
- The number of people using the network or maintenance requirements of the network, including (but not only) re-positioning and/or decommissioning of base stations,
- The Customer's location when using the airtime services, e.g. coverage is affected if the Customer is indoors and/or by the thickness of walls,
- The country the Customer uses the Airtime services in. Some overseas networks do not provide the same coverage as in the UK.

## **16 - Dispute resolution**

16.1 - Either the Customer or the Company may by notice require that a dispute be referred directly to a senior executive from each of the parties at any time. The parties shall use their respective reasonable endeavours to resolve the dispute within thirty (30) business days from receipt of the dispute notice.

16.2 - If the Customer not happy after the Company has responded to the complaint, or if it takes the Company more than eight weeks to resolve the complaint, the Customer may seek Alternative Dispute Resolution by contacting the Ombudsman Services: Communications. Contact details available at [www.signaltelecomstokesley.co.uk](http://www.signaltelecomstokesley.co.uk)

Signal Telecom (Stokesley) is operated under license by

Talk Business Solutions Ltd.,

Carlton House, 26-28 Ellerbeck Court, Stokesley Business Park, Stokesley, TS9 5PT

T: 01642 713 667

E: [solutions@signaltelecom.co.uk](mailto:solutions@signaltelecom.co.uk)