

# Terms & Conditions

## 1. DEFINITIONS

In this Contract the following terms have the definitions shown next to them: "Telecom Networks" Thistle Networks Limited t/a Telecom Networks at Unit 5 Arca Business Centre 8 South Caldeen Road, Coatbridge, ML5 4EG registered in Scotland, Company Registration Number SC386994.

**"Agreement"** means the relevant Product Agreement(s) and product schedule entered into between the customer and the relevant Telecom Networks entity.

**"Charges"** mean any sum payable to Telecom Networks under this agreement for any services provided and signed for.

**"Equipment"** equipment (including any software) placed by Telecom Networks at the Premises to provide the Service.

**"Call"** a signal, message or communication that is silent, spoken, or visual.

**"Call Diversion"** diverting incoming Calls to another fixed line or mobile telephone number as set out in the Service Charter.

**"Conditions"** these terms and conditions for Telecom Networks business service.

**"Contract"** The Contract begins on the date that the services go live in the network, sometimes services can take 90 days to be installed, therefore the contract does not start on the date of the Signed Order Form Agreement, that is the request date but on the go live date of the service and the first active date that you as the customer are billed from.

**"Customer"** the person with whom Telecom Networks contracts to provide the Service. "Customer Equipment" equipment that is not part of our signed agreement or network and which the Customer uses or plans to use with the Service.

**"IP Address"** means an IP address allocated to the customer for the use of one or more products.

**"Network"** is the telecommunications network run by a Network Operator in respect of which Telecom Networks is providing resale services.

**"Network Operator"** an organisation.

**"Minimum Period"** the first 12 months of the Service, (or any other period shown in the signed order).

**"Premises"** the place at which Telecom Networks agrees to provide the Service.

**"Service"** the facility to make or receive a Call (or both) and any related on the customer signed order.

**"Service Failure"** the continuous total loss of the facility to make or receive a Call, or of any related service provided to the Customer under this Contract.

**"BT / Openreach"** Installations and repair are carried out through Openreach on their service levels and lead times.

## 2. PROVIDING THE SERVICE

**2.1** Telecom Networks will provide the Service through a dedicated Network by the date agreed with the Customer. Sometimes, Telecom Networks will agree the date following a survey of the premises.

**2.2** Occasionally, for operational reasons, Telecom Networks may have to change the codes, or the numbers given to the Customer or interrupt the Service. Telecom Networks will restore the interrupted Service as quickly as possible.

**2.3** The Customer accepts that occasionally Telecom Networks will provide instructions regarding the Service. The Customer must follow these instructions.

**2.4** Telecom Networks may take instructions from a person who it thinks, with good reason, is acting with the Customer's permission.

## 3. PHONE BOOK AND DIRECTORY ENTRIES

**3.1** The Service includes a telephone number. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from Directory Enquiries Services unless the Customer requests otherwise.

**3.2** Telecom Networks may agree to a special entry in the BT Phone Books at an additional charge.

**3.3** The Customer does not own any number nor has any right to sell or to agree to transfer any number provided to it by Telecom Networks.

**3.4** If a line is transferred from another provider to Telecom Networks the customer must advise if they have an existing Directory Entry and wish to keep it. The Directory entry will transfer with the line and continuous charges for this service will remain unless the customer states otherwise. Telecom Networks can and only once the number is transferred check the directory listings, if there is an active listing we will in turn ask if you continue to keep the listing, BT charge Telecom Networks for the listing on an annual upfront basis and not monthly like a BT customer, if the number transfers after the extraction date or the new publication date of the new year then Telecom Networks have to pass that phone entry charge to the customer as they have no control, they can then complete a form at the customers consent to cease for any future listings.

## 4. MANAGING THE SERVICE

**4.1** If the Customer reports a fault in the Service, Telecom Networks will respond in line with the level of repair service the Customer has chosen, there are 3 care levels, all single premium business lines carry a care level 2, care level 3 and 4 are both chargeable and carry a high service level agreement for repairs. If you require a copy pls ask and the care levels can be sent to you. Care level 2 is default and is free of charge. This carries a response of the next working day; this does not mean the service will necessarily be repaired depending on the severity but there will be a response from Openreach by the end of the next working day.

**4.2** If Telecom Networks / Openreach agrees to work outside the hours covered by the repair service the Customer has chosen, the Customer must pay additional charges for doing so.

**4.3** If the Customer reports a fault and Telecom Networks and/or BT Openreach finds that there is none, or that the Customer has caused the fault, Telecom Networks will pass the charge to the customer as they in turn will be charged from the operator. When Telecom Networks receives notification from a customer they are asked to follow out the first line checks, if the checks are not carried out and customer demands an engineer and the fault is found to be that of the end users equipment this will be a chargeable visit, known as 'no fault found or fault on customers premises', this could be an internal cable – Telecom Networks do their utmost best to ensure all first line checks have been carried out prior to arranging any engineer visits so that unnecessary charges are not passed to the customer, however we have to take the information on the merit that the client tells us verbally on the call, all calls are recorded to protect both parties in the event of a dispute. Prior to raising an Openreach fault the service agent will summarise that you as the customer accept the call out charges for the engineer visit if no fault is found, these vary in cost depending on the type of fault and or engineer but start from £118.00 up to £250.00.

## 5. MONITORING CALLS

Telecom Networks record all of their calls for training and monitoring purposes.

## 6. ACCESS TO AND PREPARING THE PREMISES

**6.1** The Customer agrees to prepare the Premises according to any instructions Telecom Networks and/or Openreach may give and provide Telecom Networks and/or Openreach with reasonable access to the Premises.

**6.2** When Telecom Networks and / or Openreach's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.

**6.3** If BT Openreach needs to cross other people's land or put Openreach Equipment on their property (for example a neighbour or landlord), the Customer agrees to obtain their permission.

**6.4** Openreach will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Openreach.

**6.5** The Customer agrees to provide, at its expense, a suitable place and conditions for Openreach Equipment and where required a continuous mains electricity supply and connection points.

**6.6** The Customer agrees to look after any Telecom Networks and / or Openreach Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by Openreach or anyone acting on BT's behalf. Telecom Networks, or anyone acting on Telecom Networks behalf, will endeavour to look after the Customer's physical property.

## 7. CUSTOMER EQUIPMENT

**7.1** If the Customer wishes to connect Customer Equipment to Openreach's network other than by using a BT Openreach main telephone socket, the Customer must get Telecom Networks permission.

**7.2** Any Customer Equipment must be: (a) technically compatible with the Service and not harm Openreach network or another customer's equipment; and (b) connected and used in line with any relevant instructions, standards, or laws.

**7.3** All equipment provided by Telecom Networks free of charge is owned by Telecom Networks and would be required to be returned in working order at the end of the contractual term if the customer chooses to go to another provider. Broadband Managed Services are supplied with a Cisco router, this must be returned to Telecom Networks in the event of the broadband circuit being ceased. These are provided free of charge by the network operator, Telecom Networks in turn has the contractual agreement to return the Cisco router back to the network operator, in the event the router is not returned back to Telecom Networks resulting in a charge from the network operator, this charge of £300.00 is then passed to the customer.

## 8. MISUSING THE SERVICE

Nobody must use the Service: (a) to make offensive, indecent, menacing, nuisance or hoax Calls; or (b) fraudulently or in connection with a criminal offence. The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Telecom Networks can take if this happens is explained in paragraph 11. If a claim is made against BT Openreach and/or Telecom Networks because the Service is misused in this way, the Customer must reimburse Telecom Networks in respect of any sums Telecom Networks is obliged to pay.

## 9. CHARGES AND DEPOSITS

**9.1** The Customer agrees to pay all charges for the Service as shown on their order form (or as otherwise agreed) and calculated using the details recorded by Telecom Networks.

**9.2** Rental charges will normally be invoiced monthly in advance and call charges will normally be invoiced monthly in arrears. Where possible the charges will appear on the Customer's next invoice but sometimes there may be a delay.

**9.3** Telecom Networks will send its first invoice shortly after providing the Service, and then at regular intervals, every month. Sometimes Telecom Networks may send the Customer an invoice at a different time for service subcontracted or additional equipment requirements as a one-off fee.

**9.4** Telecom Networks will send invoices electronically for the Service to the email address requested by the Customer.

**9.5** The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of Telecom Networks invoice.

**9.6** In some cases, the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.

**9.7** All charges are subject to VAT at 20%.

## 10. CANCELLING OR ENDING THIS CONTRACT

**10.1** The Customer may cancel this Contract or any part of the Service at any time before Telecom Networks provides the Service. In this event the Customer must pay Telecom Networks for any work done or money spent in getting ready to provide the Service. Telecom Networks will take reasonable steps to limit the amount of its costs.

**10.2** This Contract can be ended by:

- (a) the Customer on ninety days written notice to Telecom Networks; or
- (b) Telecom Networks on one month's written notice to the Customer.

**10.3** If this Contract ends during the Minimum Period the Customer must pay Telecom Networks the early termination charge, the full amount of the term of the contract remaining. Any broadband circuits that are ceased carry a one-off cease charge of £35.00, this is a network charge that is applied by Openreach and in turn we pass this to the client, most operating providers and suppliers have a broadband cease charge so not unique to Telecom Networks, there is a £42.00 activation charge for all broadband services which we do NOT pass to the end user, Telecom Networks digest that cost.

**10.4** Minimum contract term is 12 months (unless otherwise stated).

**10.5** Any contract signed is a non-coterminous contract, any services added after the date of original contract start date will extend the end date of that product past the end of the whole contract terms. Should a product be added the customer will be issued clear and unambiguous communications in respect of non-coterminous contract end dates.

## 11. IF THE CUSTOMER BREAKS THIS CONTRACT

**11.1** Telecom Networks can suspend the Service or end this Contract (or both) at any time without notice if one of the following applies:

- the Customer breaches this Contract or any other agreement the Customer has with Telecom Networks and fails to put right the breach within a reasonable time of being asked to do so;
- Telecom Networks reasonably believes that the Service is being used in a way forbidden by paragraph 8.1. This applies even if the Customer does not know that the Service is being used in such a way;
- bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a Court on time or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.

**11.2** Failure to comply with not paying invoices on time will warrant a restriction on the service(s). Telecom Networks preferred method of payment is direct debit, this saves admin time for chasing outstanding invoices and the risk of suspension of customer services. Any customer who does not pay their invoice by the date clearly stated on their invoice will be in jeopardy of having their services restricted seven days later for non-payment. If a customer is experiencing financial difficulties then we ask that contact is made and a discussion be had, Telecom Networks are compassionate towards their customers, however a no response and or not returning calls after seven days of an outstanding invoice will generate a suspension of the service(s) until full payment is made. All invoices that are paid late will have a £10.00 late payment charge applied on the next month's invoice to cover administration fees. If Telecom Networks cannot collect any outstanding monies as per the agreed contract with both parties then the debt will be passed to a debt management company to chase and collect on behalf of Telecom Networks.

## 12. LIMITS OF LIABILITY

**12.1** Telecom Networks cannot guarantee that the Service will never be faulty. However, Telecom Networks accepts liability if it is late in providing the Service or repairing a Service Failure.

**12.2** Unless Telecom Networks is negligent, Telecom Networks is not liable to the Customer for any loss of business, revenue, profit or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.

**12.3** Telecom Networks liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £1 thousand in any 12-month period.

**12.4** Each provision of this Contract that excludes or limits Telecom Networks liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.

## 13. MATTERS BEYOND TELECOM NETWORKS REASONABLE CONTROL

**13.1** Sometimes Telecom Networks may be unable to do what it has agreed because of something beyond its reasonable control.

**13.2** If this happens, Telecom Networks is not liable to the Customer. However, Telecom Networks will try to provide Call Diversion to the Customer and/or make use of our loan equipment and make attempts to reinstate the service as best we can until full service is resumed. This is not part of our terms but as a good will service to the customer, attempts will be made to help with reasonable limitation.

## 14. RESOLVING DISPUTES

Telecom Networks will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to any recognised dispute resolution service.

## 15. CHANGES TO THIS CONTRACT

**15.1** Telecom Networks can change the Conditions (including the charges) at any time given 30 days written notice, electronic contact by email.

**15.2** Telecom Networks will forward the changed Conditions to the Customer upon request by the Customer.

## 16. TRANSFERRING THIS CONTRACT

The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else unless discussed with Telecom Networks, if the customer intends to sell their business then the existing contract can be passed to the new owners of the business only if all parties consent, if the new owners do not want to take ownership of the existing contract then the old owner is responsible for all of the termination fees and cease charges involved. The number cannot be transferred to the new company if there is an active contract still in place. To avoid loss of service Telecom Networks suggests that the new owner signs for the transfer of ownership of the services and signs a new service agreement in the new company name and a new direct debit in place prior to any numbers been exchanged between companies.

## 17. THIRD PARTY RIGHTS

The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

## 18. NOTICES

If the parties need to write to each other they must do so as follows:-

- to Telecom Networks at the address shown on the bill or any address which Telecom Networks provides to the Customer;
- to the Customer at the address to which the Customer asks Telecom Networks to send invoices, the address of the Premises or, if the Customer is a limited company, its registered office.

## 19. THE SERVICE CHARTER

**19.1.1** Telecom Networks guarantees: –

- to provide the Service by the date agreed with the Customer as described in paragraph 2.1;
- to repair a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to Telecom Networks.
- not to disconnect the Service by mistake; and
- to keep any appointment Telecom Networks makes with the Customer under this Contract.

**19.1.2** If Telecom Networks is late in providing the Service or repairing a Service Failure, the Customer may choose either: (a) Call Diversion – as described in paragraph 13.2. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent Telecom Networks from offering this option; or (b) compensation – the Customer may claim fixed rate compensation (as described in paragraph 19.5).

**19.1.3** If Telecom Networks disconnects the Service by mistake, the Customer may claim fixed rate compensation (as described in paragraph 19.5) from the date of disconnection.

### CALL DIVERSION

**19.2.1** If Telecom Networks provides Call Diversion, Telecom Networks will divert the Customer's incoming Calls, on request, to another fixed line or mobile telephone number of the Customer's choice. Once Telecom Networks has provided the Service or repaired a Service Failure, Telecom Networks will cancel the Customer's Call Diversion.

**19.2.2** The number chosen must be a UK number, but there are some number ranges to which Telecom Networks will not divert the Customer's Calls (for example, 0800 and 0870 numbers).

**19.2.3** If Telecom Networks diverts the Customer's Calls to a mobile number, the person calling the Customer will not have to pay extra costs for making that Call. The Customer is liable for the additional cost of these diverted calls.

### 19.3 COMPENSATION

**19.3.1** Fixed rate compensation is the only compensation Telecom Networks will pay to the Customer at fixed rates, the daily rental cost (working days – does not include weekends) of the effected service for each line affected by Telecom Networks not keeping to its Charter and on the successful claim against Openreach for such loss in service. For example, if the customer pays £25.00 per month for a broadband service and the broadband is ceased in error by Telecom Networks they will in turn only cover the rental of the days the service was not active but no further compensation for loss of earning will be included. If the Customer claims this, it does have to prove its loss, and the outcome is the decision of Openreach NOT Telecom Networks. There are limits on compensation.

**19.3.2** If the Customer wishes to claim fixed rate compensation, the amount Telecom Networks can claim Openreach for is limited to compensation for up to 10 whole or part days for each line affected at the rates shown in the Price List.

#### 19.4 PAYMENT OF CLAIMS

Telecom Networks will deduct any compensation amounts that Telecom Networks owes to the Customer under this Charter from the Customer's next phone bill unless the Customer asks for payment by cheque.

#### 19.5 APPLICATION OF THIS CHARTER

**19.5.1** This Charter applies to the Service, including generally any related services Telecom Networks provides to the Customer. However, its application to some of the related services may vary as shown in the Price List.

**19.5.2** This Charter does not apply if: (a) someone, other than Telecom Networks / Openreach, has caused the fault, (b) Telecom Networks and/or Openreach asks for access the Premises and the Customer does not allow this, or (c) Telecom Networks and/or Openreach reasonably asks for other help and the Customer does not provide it.

#### 19.6 MAKING A CLAIM

**19.6.1** The Customer must make any claim within one month of Telecom Networks putting things right. The Customer must claim in writing to [info@telecomnetworks.co.uk](mailto:info@telecomnetworks.co.uk) and may be required to complete a full Openreach claim form.

**19.6.2** Telecom Networks contact phone number and address are shown on the Customer's bill or by visiting our website [www.telecomnetworks.co.uk](http://www.telecomnetworks.co.uk).

## ACKNOWLEDGEMENT

Name

Date

Please tick to confirm you have read the Terms & Conditions

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**TELECOM NETWORKS**

Technology without boundaries