

Terms & Conditions

General

1. This agreement is between Call Solution Ltd trading as CSnotepad ("us", "we" or "our") and you ("you" or "your"), as an authorised user of our services, and governs the terms and conditions of your use of our services.
2. We may change or supplement these terms and conditions from time to time, including, without limitation, the charges. We will ensure that any such changes or supplements are made reasonably apparent to you by emailing you on the e-mail address you supply us at least 1 month in advance. If we do change or supplement these terms and conditions then you may terminate this Agreement in accordance with the provisions set out below. Otherwise you will be bound by such changes or supplements.
3. Use of our services constitutes acceptance of our terms and conditions, it is your responsibility to familiarise yourself with them.
4. These Terms and Conditions apply to Call Solution Ltd, Gemini House, 136-140 Old Shoreham Road, Brighton, BN3 7BD and are subject to English Law.

Service

5. We will advise you regarding the information that is required to fulfil the role and the parameters of our service.
6. All information and other facilities reasonably requested by us to enable us to perform our service shall be supplied by you within reasonable timescales and any information or data supplied by you shall be accurate and sufficient to enable us to perform the services as agreed. You maintain responsibility for full payment of our services in the event of a delay in providing or failure to provide the necessary information and facilities.
7. We reserve the right not to begin work until any specified sign up process is completed.
8. You must be of at least 18 years of age to use our service and agree not to use our service for any illegal, immoral, obscene or defamatory purpose. If you do so you acknowledge that we may report to law enforcement and/or other relevant authorities. If inappropriate uses are suspected, we reserve the right to cancel your service without notice and report to law enforcement and/or other relevant authorities.
9. To use our virtual address service you must provide copies of your: photographic ID, proof of address (for where mail is to be forwarded to) and company registration certificate (if the company is limited).
10. You are charged a monthly fee as well as a call charge for each call taken on your behalf and/or a mail charge for each item of mail forwarded on to you at the rate applicable to your call/virtual address plan which is pre agreed via telephone or email. You will also be charged for any additional services that are taken up, including but not exclusive to SMS', call patching, etc. You will be liable for all calls that agents take and you are subsequently invoiced (duplicate invoices are charged at 1 call credit each). Changes to your account after your initial set up and any retraining are charged at £36 per hour in increments of 1 hour. Where a minor change is made to a script then at our discretion you may only be charged 1 call credit. We cannot be held liable for any costs incurred by you during the contract.
11. We have a fair usage policy whereby any calls taken which exceed 3 minutes 45 seconds (5 minutes 30 seconds if on an order taking script) will be charged an additional call credit.
12. Calls outside of our core hours (Monday to Friday 8.30am to 6pm and Saturday 9am to 3pm) will go through to a personalised voicemail or our out of hour's team. You are charged a call credit for each voicemail emailed to you. All calls answered by our out of hour's team are chargeable.
13. We reserve the right to terminate a call if the caller is abusive or proper communication is not possible.
14. Mail held for collection may only be collected by persons for whom we have received prior authorisation from the service holder in the form of a clear copy of photographic identification such as passport or driving license. We reserve the right to refuse the request if we have any reasonable concern over the identity of the person collecting the mail.
15. We are dedicated to providing you with a quality service. However in the unlikely event you should have a complaint with regard to CSnotepad please e-mail message@csnotepad.co.uk. We will investigate your complaint and notify you within 2 working days of receipt of your e-mail as to the time needed to resolve the complaint.

Payment

16. Standard terms for our service are payments by credit or debit card.
17. Deposit monies may be requested for any service.
18. Valid payment details must be provided before use of our service. If payment is being made via credit or debit card you accept and agree to CSnotepad retaining the card information/details and authorise CSnotepad to take future payments via debit or credit card for all monies due and/or outstanding monies owing. Failed transactions (or other payments not received within invoice terms) will incur an administration fee of £12 per invoice per month as well as one call charge (billed at your standard plan rate) for each outstanding payment reminder call made to you or email sent.
19. All late payments will be subject to statutory interest, charged on a daily basis. All costs of recovery will be paid for by you, including the administrative costs of recovery. We reserve the right to charge administration fees for recovery of all late payments.
20. If you fail to make any payment on the date due then we shall be entitled, without prejudice and without liability, to cancel or suspend the contract and/or with hold any data, property and information we have in our possession without notice. A suspended service due to non-payment is charged as per an active service.
21. All our prices are subject to Value Added Tax (VAT).

Privacy & Compliance

22. You are wholly responsible for providing us with data that is compliant of any legislation and take full responsibility for data compliance. Any data you provide us with you agree for us to hold in line with clauses 23-26 of these terms and conditions.
23. We will not hold your data any longer than necessary. Your caller data (beyond caller ID) will be deleted within 13 months. Following closure of your account, all your account data, excluding your contact details (unless you ask us to remove them) will be deleted within 13 months (you do have the right to request this to be reduced to 10 working days providing you are not in arrears), note invoices issued to you are held for up to 7 years and signed contracts will always be retained for 13 months. If you have used our virtual address service then due to anti-money laundering legislation, your copy of ID, proof of address and signed contract must be held for a minimum of 5 years but will not be held for longer than a maximum of 6 years.
24. We do not record inbound calls unless you have requested for us to do so. Where such a request has been received we do not guarantee that all calls will be successfully recorded, due in part to circumstances beyond our reasonable control, and a recorded message advising the caller that calls are recorded will be played prior to the call being answered. Upon hearing this message the caller will have the right to request that the call is not to be recorded. All call recordings are held for a maximum of 6 months. We do not record any outbound calls.
25. Customer's using our mail collection or mail scan to email services will have all mail received by us stored for a minimum of 6 months. All mail stored by us will automatically be destroyed 9 months from receipt.
26. We may share your information when required by law or in the prevention or detection of crime.
27. You have the right at any time to see the information we hold on you. Requests must be via email to message@csnotepad.co.uk and a copy of all the information held will be sent to you within 5 working days of your request.
28. If you would like to find out more about how we store and use your data then please view our full privacy policy which is available online at www.csnotepad.co.uk/privacypolicy

Liability & Exclusions

29. Subject, as expressly provided in these conditions, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law. We shall not accept liability for consequential loss, and we shall not be liable to you for any act or omission or for any breach of the contract if such due to any cause beyond our reasonable control. We do not pay compensation.
30. Whilst every reasonable effort is made to ensure that staffing requirements match your call volumes, we cannot offer any guarantees on staffing levels.
31. We accept no liability whatsoever for the content of any verbal communication on behalf of you although we will always endeavor to represent your organisation in a professional manner.
32. We agree to provide you with a telephone answering service (when purchased) where all reasonable efforts will be made to ensure that accurate data is recorded and your customers' requirements are fulfilled. We also agree to provide you with a postal address (when purchased) to which your mail can be sent. We will subsequently forward mail to you within 1 working day by first class post or where the method of receipt is more expeditious mail will be dispatched by a service of equal effect.
33. When required we will use third parties to provide or assist with providing some elements of your service and where necessary we may have to share some of your information with them to fulfil this. Whilst we aim to work closely with any third parties to ensure and maintain satisfactory levels of both performance and protection of your data, we cannot be held liable in any way for the level of service provided by these parties or for any legal compliance of data protection regarding the information held by them.
34. We cannot accept any liability for any third party transaction on behalf of you. Any disputes must be taken up with the third party. You shall absolve us of any responsibility for any cost, claims, liabilities and expenses suffered or incurred by you as a result of this business relationship.
35. Whilst we have stringent quality control procedures in place, we work within a normal tolerance level for errors of 5%. This applies to all aspects of the business including IT, systems, human error etc. If we fail to deliver the service for any reason other than any cause beyond our reasonable control over and above the tolerance level, our liability (if any) shall be limited to a refund on monies paid in advance for the job or service.

Disputes & Termination

36. The minimum contract period for all contracts is two calendar months unless otherwise agreed.
37. You cannot give notice to stop your service if you have downgraded your service or call plan within the last two calendar months.
38. **Termination and notice terms are subject to two calendar months' notice which commences from the end of the month notice is given. PLEASE NOTE: if notice to terminate your service is received within 15 months of your service live date, the notice period is DOUBLED**, there is no notice period if notice to terminate your service is received within 30 days of your service live date. Once notice is given, services subscribed to cannot be amended. A final invoice will be issued on the last day of service. Should you have any outstanding invoices which are unpaid in part or in full or you continue to use the services provided by us after the termination date your monthly subscription will be re-instated and you will be charged at the same rate/s as before the termination date.
39. Monthly subscriptions recur on the first day of each calendar month. Annual subscriptions recur annually on the first day of the month of the anniversary of the agreement (we do not provide a reminder of recurrence). **Annual subscriptions are non-refundable and termination notice must be received at least one calendar month before recurrence.**
40. We shall, without prejudice, be entitled to amend/terminate your contract or service without liability by notice given at any time.
41. If there is any query or dispute with any invoice, this must be raised within 28 days of the date of invoice in writing, otherwise the invoice will be deemed to be accepted by you and there will be no further redress whatsoever.
42. Written notice in the form of email is required to terminate your service. A reason for the cancellation must accompany your termination notice and written notice via email is effective from the date of acknowledgement by us which will typically be within 24 hours. You must contact us to confirm receipt of your termination notice if no acknowledgement has been received within 24 hours.
43. Fees will continue to be invoiced and due for payment until the termination notice is received in the format stated in these terms and conditions and the notice period has expired.

I confirm that I agree to the terms and conditions listed on pages 1 & 2:

Date:

Name: