



Terms and Conditions

1. Definitions

1.1 In these conditions (Unless the context otherwise requires):

“The Act” means the Telecommunications Act 2003 and any amendments, modifications, re-enactments of the Act that may be made from time to time;

“We”, “us” and “our” means Coactive ICT, and it’s successors in title and assigns from time to time;

“The Contract” means the contract between you and us for the provision of the Services;

“You” and “your” means the person with whom the Contract is made;

“The Services” means the telecommunications services to be supplied by us pursuant to the contract.

“Usage Charges” means the amount of time used by you on our network, as referred to in clauses 8.2 and 9.3 and includes all other charges for services which we raise including but not limited to, Line Rentals, SMS Text Messages & Data Circuits.

“Spend Commitment,” means the amount of money you have agreed to spend during the contract term. We measure your spend levels and apply additional charges every 6 months.

1.2 Words in a singular shall include the plural and vice versa, references to any gender shall include the other and references to legal persons shall include natural persons and vice versa.

1.3 The headings in these conditions are intended for reference only and shall not affect their construction.

2. General

2.1 These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by you to us and the provisions of these conditions shall prevail unless expressly varied in writing and signed by a director on our behalf. Where we specifically agree terms with you in writing those terms shall prevail over any conflicting terms in these conditions.

2.2 Any concession made or latitude allowed by us to you in respect of any of the terms and conditions of the Contract shall not constitute a waiver and shall not affect our strict rights under the Contract or our ability to enforce them.

2.3 If in any particular case of any of these conditions shall be or be held to be invalid or shall not apply to the contract the other conditions shall continue in full force and effect.

3. The Services

3.1 We undertake to provide you with the Services in accordance with these conditions.

3.2 If appropriate, you authorise us, our agents, employees or other authorised personnel, to reprogram and/or install access equipment, in order to provide the services throughout the duration of the Contract.

3.3 All times, dates and periods given for performance of the services are given in good faith but without any responsibility on our part.

4. Length of contract

4.1 Subject to clause 17 below, this Contract shall commence on the date hereof and subject to clause 10 below, shall continue until terminated by you giving not less than 30 days written notice of termination, and in any event for a minimum period of 12 months from the date hereof.

4.2 Where we provide Line Rental to you, all existing and any new requirements you may have for line rentals will be passed through Coactive ICT only. The provision of new lines and transfers will automatically be contracted for a minimum period of 2 year from the connection date. You agree to utilise Coactive ICT

Ltd as your sole supplier for Line Rentals throughout the duration of this contract. Any exception (such as lines provided by Independent Cable firms or Direct connections from carriers other than BT) to this must be agreed in writing in advance of any lines being installed or ordered with a 3rd party and in any event, must be ordered by us.

5. Your use of the services

5.1 You undertake not to contravene the Act or any other relevant regulations or licenses regarding the provision and use of the Services.

5.2 You shall ensure that your telecommunications apparatus shall at all times conform to the relevant standard or standards (if any) for the time being Designated under the Act and we shall not be under any obligation to connect or keep connected any of your apparatus if it does not conform or if our reasonable opinion it is liable to cause death, personnel injury or damage to property or to impair the quality of services provided by us or to put us in breach of our obligations to any third party. You shall also comply with all the relevant statutes, regulations or other legislation in force from time to time.

5.3 You undertake to use the Services in accordance with the Act, and any license granted there under.

You further undertake not to use the Services

- a) As a means of communication for a purpose other than that for which the Services are provided; or
- b) For the transmission of any material which is the defamatory, offence or of any abusive or obscene or menacing character or is of the nature which if transmitted would constitute a criminal offence or which infringes the rights of any third party including but not limited to contractual rights and intellectual and property rights; or
- c) For any purpose which may notify to you from time to time by reason of any relevant legislation which comes into force.

5.4 You shall indemnify us against all losses, fines, damages, claims, costs and expenses claimed against suffered or incurred by us including all legal costs involved arising from or in connections with your use of the services in contravention of the provisions of this condition 5 or in breach of any other provision of the contract.

6. Our access to your premises and Provision of Information by you to us

6.1 To enable us to perform our obligations under the Contract:

- a) You shall permit or procure permission for us, our agents, employees and any other persons authorised by us to have access to your premises and shall provide such reasonable assistance and information as we shall request from time to time;
- b) We will normally carry out work by appointment and during normal working hours, but may request that you provide us with access to your premises at other times but such requests shall not oblige you to provide such access;
- c) At your request; we may agree to work outside normal working hours and you shall pay our usual charges for complying with such a request.

6.2 If you request maintenance or repair work, which is found to be unnecessary, you may be charged for the work and the costs incurred. We will give notice that the work is considered unnecessary prior to completion or raising charges therefore.

7. Suspension of Service by us

7.1 We may at our sole discretion elect to suspend forthwith provision of the Services until further notice without compensation on notifying you either orally (confirming such notification in writing) or in writing or by email in the event that:

- a) You are in breach of any term of the Contract; or
- b) We are obliged to comply with an order, instruction or request of any UK Government, an emergency services organisation or other competent administrative authority.

- 7.2 Where any suspension of the Services is implemented as a consequence of your breach, fault or omission (but not otherwise), you shall reimburse us for all costs and expenses incurred by our implementation of such suspension and/or the recommencement of the provision of the Services as appropriate.
- 7.3 We retain the right to suspend and or terminate services if any amount remains unpaid at the due date. Full details of our "Route to Credit Control" procedure are available to you on request.
- 7.4 Failure to make prompt payment (any payment due that is not received by the due date) will result in the suspension of our services, which may in turn result in your not being able to make and/or receive telephone calls until any amounts owing have been paid.
- 7.5 If we exercise our right to suspend the Services this shall not restrict our right to terminate the Contract.
- 8.0 Our Liability**
- 8.1 In these Conditions we do not exclude or restrict our liability for death or personal injury resulting from our negligence or the negligence of our employees while acting in the course of their employment insofar as the same is prohibited by United Kingdom statute.
- 8.2 In the event that the Services fail and your calls are diverted to another carrier, we shall not be obliged to pay any charges incurred by you with that carrier. We shall only be entitled to charge you usage charges for calls that you make through us pursuant to the Contract.
- 8.3 Nothing in these conditions shall impose any liability upon us in respect of any non-performance or Services, which are not performed in accordance with the Contract arising out of your own acts, omissions, negligence or default.
- 9. Charges and Payment**
- 9.1
- a) Invoices will be rendered monthly between 1st and 14th of each month. Invoices are payable on or before 25th of the same month.
 - b) Without prejudice to 9.1(a) payment shall be made by Direct Debit on the 25th of each month.
 - c) Failure to pay on or before the 25th of the month will result in a late payment charge of £25.
- 9.2 You shall pay the price for the Services as set out in our quotation. We shall be entitled to amend our prices when enforced changes are made by our suppliers. At any time such changes will apply to all Services provided and will be reflected in our next invoice. We shall prepare and send invoices for usage charges each calendar month in arrears or in such other form and manner as shall be agreed with you. Usage charges payable shall be calculated by reference to data recorded or logged by us and not be reference to any data recorded or logged by you and such data shall, in the absence of manifest error, be final and binding.
- 9.3 The time of payment shall be of the essence of Contract.
- 9.4 Without prejudice to any other rights you may have, we are entitled (both before and after any judgement) to charge daily interest on amounts outstanding 28 days after the date of the invoice until payment in full is received, at a rate equal to 3 per cent per annum above the Barclays Bank Plc base lending rate as current from time to time. Interest shall continue to accrue notwithstanding termination of the Contract.
- 9.5 All sums referred to in the Contract are stated exclusive of Value Added Tax and any other taxes of a similar nature, which may from time to time be, introduced which shall (If applicable) be charged by us and payable by you in the same manner as the usage charges. The price for the Services shall be due in full to us in accordance with the terms of the Contract and you shall not be entitled to exercise any set-off, lien or any other similar right of claim.
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- 9.7 In the event that you choose to re-direct outbound calls and or line rentals to another Service Provider, Coactive ICT reserves the right to terminate your service agreement and cease making payments against any revenue generating inbound service. Credits for such numbers will only be paid where a customer is routing all outbound traffic through Coactive ICT.

10. Termination of the Contract

10.1 Notwithstanding any other provision of these conditions, either we or you (without prejudice to its other rights) may terminate the Contract with immediate effect, in the event that:

- a) The other is in breach of any provision of the Contract and (where such breach is remediable) fails to remedy that breach within 14 days of a written notice from the non-defaulting party specifying the breach;
- b) The other is subject to bankruptcy or insolvency proceedings which shall mean bankruptcy proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress or seizure;

10.2 Notwithstanding any other provision express or implied in these conditions, we (without prejudice to our rights) may terminate the contract with immediate effect in the event:

- a) Any licence under which you have the right to run your telecommunication system and connect it to our system is revoked, amended or otherwise ceases to be valid; or
- b) You fail to make any payment when it becomes due to us.

10.3 On termination of the Contract for any reason you must pay us any outstanding usage charges for your usage of the Services up to the date of termination.

10.4 In the event of termination of this agreement by you, either within the minimum term or otherwise, or in the event that you begin to utilise an alternative service provider, in part or in full while this Agreement remains in force, we shall calculate an early termination fee (Z), based on the number of months remaining in the Contract, this will be calculated using the following formula:

- a) We will calculate your average monthly spend with Coactive ICT or use your pro-rata monthly spend commitment, whichever ever is greater "(X)", and multiply this by the number of months remaining from the point of your termination of all or part of the service to the end of the contract term "(Y)". To calculate your termination fee apply the following formula, (Z) = (X) multiplied by (Y)
- b) Without prejudice to the above, any variation from the above clause must be agreed in writing between you and us at least 30 days in advance of any termination.

11. Matters beyond reasonable control

11.1 Neither we nor you shall be liable to the other for loss or damage which may be suffered by the other due to any cause beyond its reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lighting or fire strike, lockout, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authority or the production or supply of services by a third party.

12. No liability for loss of profits and data

12.1 We shall not be liable for any costs, claims, damages or expenses arising out of our negligence or our breach of Contract or statutory duty calculated by reference to any loss of profits or income or production or by reference to the accrual of any such costs, claims, damages or expenses on a time basis

12.2 We shall not be liable to you for any costs, claims, damages or expenses arising as a result of our negligence or for our breach of Contract or statutory duty calculated by

reference to any loss of anticipated savings or profits whatsoever or for the corruption or destruction of data.

13. Limitation of liability

^{13.1}Our aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed a sum equal to one month's billing for the Services by us to you based on the average billing by us to you over the past 3 months of the date of the claim concerned.

14. Representations

^{14.1}No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of our agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

15. Confidentiality

^{15.1}Neither we nor you shall whilst the Contract is in force or thereafter disclose any of the other's confidential information nor any details of the others commercial or technical activities or policy except insofar as is strictly necessary for fulfilling obligations hereunder and except for any disclosure required by statute or law and save for information which is or subsequently enters the public domain.

16. Assignment and sub-contracting

^{16.1}We may assign the Contract with you or sub-contract the whole or any part of the performance of the Services to any person, firm or company without your prior written consent.

^{16.2}You shall not assign or delegate or otherwise deal with all or any of its rights or obligations under the Contract without our prior written consent.

17. General

^{17.1}The Contract represents the entire understanding between you and us in relation to the subject matter hereof and supersedes all other agreements and representations made by either you or us, whether oral or written and the Contract may only be modified if such modification is in writing and signed by a duly authorised representative of each of you and us.

^{17.2}Failure by either you or us to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

^{17.3}Any notice, invoice or other document which may be given by either you or us under these conditions shall be deemed to have been duly given if left at or sent by first class post to an address stated overleaf, invoices or other documents may be sent, or the other's usual or last known place of abode or business and such notice shall be deemed to be served immediately if left at the address for notice or 48 hours after posting if posted as aforesaid.

^{17.4}The Contract shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

^{17.5}In the event of fixed equipment supplied by Coactive ICT being removed by any unauthorised person or company, Coactive ICT are not responsible for any possible resulting repairs, unless expressly agreed in writing.

^{17.6}All equipment supplied by Coactive ICT remains the property of Coactive ICT and is returnable on request. Coactive ICT reserve the right to charge the customer for any equipment not returned within 30 days of a written request at the current day standard retail price.

^{17.7}You agree that we have authority to act on your behalf when requiring work to be carried out with your Telephone Maintenance or equipment supplier, BT, any and all other telephony providers approved or otherwise. We are also authorised to sign migration letters or porting requests on your behalf.

18 . Your Spend Commitment

18.1 You agree to spend a minimum of £0 each month (Ex VAT) on telephone calls (excluding revenue share payments or other services) during each 6-month period that this Contract is in force. Before we raise an invoice for the sixth month in any committed spend period, we will calculate any additional charge to be levied to bring your total spend to the agreed level if needed.

19 . Information and Data Protection Law

^{19.1}Both parties shall fully comply with data protection laws in force from time to time insofar as they relate to the Contract and shall procure that their employees shall observe such laws.

^{19.2} We are registered with the Information Commissioner (we are included on the Data Protection Register) in respect of the data that we retain and use while carrying out normal our normal business. Registration Number ZA066946.

^{19.3}Subject to clause 19.1, neither you nor we will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into it's possession under or in relation to this Contract and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in it's possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient or which is disclosed in compliance with a law or an order of the court or a competent regulatory authority.

20 . GDPR & Privacy Policy

Coactive ICT respect your privacy and are determined to protect your personal data. A full and up to date copy of our privacy and data protection policy is available on our website, www.coactiveict.com
