



TERMS AND CONDITIONS FOR VOICE, DATA & I.T SERVICES

Term & Termination

The minimum term of the service is the "Minimum Period" and may be automatically renewed on an on-going basis thereafter unless and until either of us gives the other written notice of termination at the appropriate time. The minimum term unless stated otherwise in the service agreement is 36 months. You acknowledge that in order to avoid delays occurring in the ordering process, Lansafe will need to be notified of any products or services presently in use on your line that are compatible with the service. The service may be ended immediately by you if we break our agreement without giving notice if you break any of your obligations, which have not been rectified within the 14 day time scales laid down, or if we cease trading or become insolvent or wound up. On termination of this agreement for whatever reason, you agree to immediately pay any outstanding invoices, and be responsible for any other costs outstanding to us. In addition, if the agreement is terminated prior to the end of the period specified in the agreement prior to our services being completed you agree to reimburse Lansafe for any cost incurred, and in addition pay an early termination fee.

Should you terminate the agreement prior to our services being completed, you will be liable for a pre contract consultancy fee which must be paid in full within 14 days. In the event that you cancel or move your services to another provider you will be liable for the remainder of the term with Lansafe, this includes the remainder of the line rental and services charges and also you average monthly call spend calculated to the end of the agreed term. At the end of your term you will be given a 30 days to change or cancel your contract with Lansafe, all cancellations outside of the 30 day period must be in writing and we only accept 90 days' notice for termination of contract, if the services are transferred away from Lansafe or cancelled prior to 90 days then penalties will be applied and the remainder of the 90 day period will be charged. A 'Cancellation Of Services' document must be completed for all cancellations and password requests for transfer of services to another provider. Lansafe reserve the right to retain passwords until the cancellation process has been completed and a renewal quotation has been submitted and acknowledged by the customer. A minimum term of 12 months applies to all new installations and line transfers; this includes disconnection and reconnection of existing lines and services. The cooling off period for new contracts is 7 days from date of signing, this period is void if goods are received and accepted.

Payment Terms

Monthly variable direct debit is the only acceptable means of payment Lansafe invoices and an administration charge per month may be payable by customers declining to pay by, or cancelling once setup, their direct debit. You will be notified of any problems with your payments of direct debit instruction. Arrears and/or unwillingness to maintain payment by direct debit will result in your lines being restricted or ceased and recovery action initiated. Lansafe reserves the right to apply charges for late payment and any associated charges incurred. Cancellation of the direct debit does not constitute notice of cancellation of the agreement. You are protected at all times by the direct debit guarantee. Lansafe charges you for using the services covered by your agreement. You are charged at the tariff specified on the agreement or published in our price lists. Please note that any connection or set up charges are non-refundable, charges are calculated from data recorded by us and not from your own records. All invoices are due for payment by the date as indicated on our invoices. Any invoice outstanding beyond this period may be referred to a collection agency when extra charges will be incurred. Once payment is received by Lansafe for the invoice due, you are accepting the contract and the terms and conditions set out. For monthly invoices relating to re-occurring monthly payments, once the first monthly direct debit has been collected from your bank account, you are agreeing to the full contract period set out within the contract. For invoices relating to annual maintenance charges, cover only applies once the invoice is received in full and if the customer decides that they no longer require maintenance cover, Lansafe reserve the right to refund any moneys relating to the cancelled/outstanding period of any early terminated contracts for maintenance or support. We may change our prices at any time but will inform you at least 14 days in advance of any change by publishing on our website.

Responsibilities

We agree to provide you with the service as specified on the agreement subject to the provisions of the full terms and conditions. You agree to use the service in accordance with this agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the services, not allow an alternative supplier to override or bypass our service either through the installation of equipment or through BT local exchange, to be responsible for any engineering reprogramming costs, time related charges of equipment removal costs that may be required to terminate the service of any previous supplier, not to use service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or criminal offence, and, not to resupply or re-sell or otherwise make services available to any person on an arms-length commercial basis and not to use the service in any way or any purposes prohibited by law.

Suspension

We may suspend the service (without being liable to compensate you): in the event of a local or national emergency, to comply with a request from a government or other competent authority, to protect or provide service to rescue or other essential services or otherwise, to maintain the quality of our services, if we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued an invoice), if an event occurs which is beyond our reasonable control, if you break any part of this agreement.

Repair to Service

We will use our best endeavours to correct any defect or fault in our services provided to you as rapidly as possible but do not warrant the service is fault free and we cannot be responsible for network outage or downtime caused by reason beyond our control. In the event of a fault Lansafe will raise a request to the network within 30 minutes of the fault being reported. Once the fault has been accepted by the network, Lansafe will confirm the appointment date with the customer but cannot be responsible for the given time or date, however Lansafe will request a change of appointment on behalf of the customer but this cannot be guaranteed. In the event that a network engineer attends site but cannot gain access to the lines or equipment then a call out charge will be incurred. If the fault is due to damaged or faulty equipment owned by the customer then a call out charges or excess charges incurred from the network, will be passed on from the Lansafe to the customer.

Hardware Warranty

During the first 28 days, Lansafe will exchange any handset that develops a fault. If you wish to extend this replacement service until the end of the contract by taking out a Lansafe insurance policy or support plan when you start your agreement. * Otherwise, after the initial 28 days, you will have to speak to the manufacturer to resolve faults with your handsets or equipment. Lansafe will provide a next day temporary handset replacement service (with sim card if required) the temporary handset will not be a like for like replacement and must be returned once the damaged handset has been replaced. Telephone equipment is subject to the warranty and support outlined in the customer's proposal which is complimented by this agreement.

Liability

Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control. In this agreement, 'beyond reasonable control' includes any act of God, reduction or failure of power supply, other telecommunications operators and suppliers of their equipment including access lines, act or omission of national or local government authority, war, military operation, riot or delay, employee dispute, or supply of equipment by third parties. In any event we will not have to compensate you for any harm to your business, lost revenues, loss of anticipated savings, lost profits or other indirect, consequential or special losses nor any charges incurred by you with another carrier. You accept liability for any claims, costs, damages, losses, expenses and liabilities (including, without limitation, legal costs and expenses) resulting from illegal actions by you or any other person using the services with your permission. Without prejudice to this our liability to you in contract or tort arising under or in connection with this agreement shall be limited to that stated in the full terms and conditions.

General

You may not assign, delegate or transfer all or any rights and obligations under this agreement without our prior written consent. If any provision or condition of this agreement shall be invalid or unenforceable, the remaining terms shall continue to apply. The full Term and Conditions referred to represent the entire agreement between us. Any failure by either of us to enforce any right shall not be deemed a waiver of any such right. Information you provide or we hold (whether or not under this agreement) may be used by us, our employees and/or agents to: identify you when you make telephone enquiries, help administer your account, services and products offered by Lansafe now or in the future, and help us to detect fraud or loss. All figures in agreement exclude VAT. This agreement is governed by English law.

Usage Policy

The Charges, unless expressly agreed otherwise, are based upon there being facility to make international calls or to make or receive calls whilst abroad. If these facilities are used, the Supplier may levy additional Charges (in accordance with its tariff or otherwise notified by the Supplier) and/or require payment of a deposit. In the event that the Customer uses the Service abroad, Call Charges will include incoming calls received whilst abroad. Customers are fully responsible for high usage on both data and voice calls made in or outside the UK. Lansafe have no way of notifying customers of high usage either on the UK or abroad and cannot be responsible for costs incurred. (Refer to network voice & data charges for mobile usage abroad)

Rates

The rates given in accordance to the customer's contract will be fixed at the specified rate in the UK only. Lansafe retains the right to increase or decrease the price of service charges being sold as Lansafe sees fit in view of fluctuating market conditions and national inflation figures. All international calls are subject to a connection fee. UK Calls including landline to mobile calls are subject to connection charges at the contractual rate. The rate for minimum call charges is fixed at the customers given rate per minute for the type of call. Call charges made to numbers that are not included in specified contractual rates will vary. Lansafe cannot be responsible for any calls which are routed through alternative networks due to spillover or cps fraud. Data charges for data used outside the specified tariff allowance will be charged at £1.00 per Gigabyte. Lansafe cannot be responsible for excess charges incurred by high data and call usage. The customer will not be notified until Lansafe receive the information from the network and this will be presented to the customer on the monthly invoice statement. Microsoft software licencing charges are subject to UK standard pricing, Lansafe cannot be responsible for inflation or reduction to these prices, although Lansafe will endeavour to honour contract prices inline with the customer contracts for the contractual term. Any errors or omissions in relation to customer rates, service charges and miscellaneous charges can only be reviewed to the previous 90 days from the date of query.

Term and Renewal

This Agreement shall commence on the Effective Date and continue for an initial term of [12 months] ("Initial Term"). The Agreement shall automatically renew for successive periods of [12 months] (each "Renewal Term") unless either party gives the other not less than 60 days written notice of its intention not to renew prior to the end of the Initial Term or the then-current Renewal Term.