

## Talk Warehouse terms and Conditions for Telephone Services

### 1. SERVICE

This agreement covers the provision by DX Tele-Solutions Limited trading as **Talk Warehouse** to you of our telephone services. We may vary how these services are provided if we wish to maintain or improve their quality or need to comply with any law or regulation. You agree to be bound by these terms and conditions as varied if you decide to use the services after the amendments.

### 2. DURATION

This agreement will remain in force until either of us gives the other written notice of termination at least 42 days.

You acknowledge that in order to avoid delays occurring in the ordering process, **Talk Warehouse** will need to be notified by BT OPENREACH of any products or services presently in use on your line that are incompatible with the Talk Warehouse service. BT OPENREACH is under a strict duty not to disclose information about a customer's telephone services to a third party unless the customer has consented to such disclosure. In applying for service you give consent to BT OPENREACH to disclose such information to **Talk Warehouse**. You also give **Talk Warehouse** authority to act as your agent to arrange connection onto **Talk Warehouse** services.

The agreement may be ended immediately by you if we break a term of this agreement, which after written notice has not been rectified within 14 days, or if the other stops trading or becomes insolvent or wound up. We may end this agreement without giving you notice if you break any of your obligations under clause 5 which have not been rectified 14 days following receipt of written notice of breach from us.

On termination of this agreement for whatever reason, you will:

- a. immediately pay any outstanding invoices; and
- b. be responsible for any required engineering reprogramming costs for you to use an alternative supplier.

### 3. CHARGES

**Talk Warehouse** charges you for using the services covered by this agreement. You will be charged at the rates on our price lists, other call rates are available on request. Please note:

- a. any connection charges are non-refundable;
- b. charges are calculated from data recorded by us and not from your own records;
- c. where a direct debit is unpaid due to insufficient funds or cancellation, a £5.00 + VAT administration charge will be included on your next monthly bill.
- d. where a credit card payment is refused for any reason, a £5.00 + VAT administration charge will be included on your next monthly bill

We may change our prices (upwards as well as downwards) but will endeavour to inform you at least 14 days in advance of any change we are making. Unless we advise otherwise our charges are subject to VAT at the prevailing rate, which you must pay in addition.

Any service charges (including but not limited to new line installations, changes of address, missed appointments and line shifts) will be added to your bill in the month following our receipt of those charges from BT openreach. We will endeavour to inform you of such charges before they are incurred, but owing to the nature of the UK telecommunications industry this is not always possible. In all cases, you agree to pay such charges.

### 4. PAYMENT TERMS

- a. **Talk Warehouse** accepts payments by Direct Debit or by Credit/Debit card.
- b. You will be notified of any problems with your payments or direct debit instruction. If you cancel your payment method before your final bill has been settled in full, then we reserve the right to restrict your service

- c. **Talk Warehouse** reserves the right to apply charges for late payment and any associated charges incurred.
- d. cancellation of the direct debit does not constitute notice of cancellation of the contract.
- e. You are protected at all times by the direct debit guarantee.
- f. We reserve the right to restrict your service if we have reasonable grounds to believe that your line is being used fraudulently, or that you will fail to pay your bill when it falls due.
- g. If you fail to make a payment when it falls due, for any reason, then we reserve the right to restrict your service. We also reserve the right to apply a £10 + VAT administration charge to remove a restriction which we have applied because you did not pay your bill on time.
- h. We reserve the right to suspend your service if you exceed your credit limit, until a payment is received which takes you below your credit limit. You will pay all charges due, regardless of whether or not we have suspended your service.

## **5. OUR PRICE PROMISE**

If, during the first 12 months of this agreement, we increase our prices to an extent greater than the increase in the Retail Prices Index for the relevant period, you may end this agreement and the new prices will not apply to you.

This clause relates only to alternative suppliers offering exactly comparable quality of products and services (including but not restricted to carrier quality and direct and indirect switching methods and procedures) to those offered by **Talk Warehouse**.

## **6. RESPONSIBILITIES**

We agree to provide you with the service as specified on the application form subject to the provisions of this agreement. You agree:

- a. to use the services 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;
- b. not to allow an alternative supplier to override or bypass our service either through the installation of equipment or through the BT OPENREACH local exchange;
- c. to be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier;
- d. not to use the 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 other criminal offence; and
- e. not to re-supply 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 for any purposes prohibited by law.

## **7. REPAIR TO SERVICE**

We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible.

## **8. SUSPENSION OF SERVICE**

We may suspend the service (without being liable to compensate you):

- a. in the event of a local or national emergency;
- b. to comply with a request from a government or other competent authority;
- c. to protect or provide service to rescue or other essential services or otherwise;
- d. to maintain the quality of our services;
- e. if we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice);
- f. if an event occurs which is beyond our reasonable control;
- g. if you break any part of this agreement.

## 9. 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 natural disaster, reduction or failure of power supply, other telecommunication operators and suppliers or 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 for any charges incurred by you with another call carrier. Should you have a fixed-rate dial-up internet access package that you do not declare to us, we do not accept any liability for any increase in call charges that you may incur. 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 a maximum of £2,500 for any event or series of connected events and £5,000 in any 12-month period.

We do not limit our liability for death or personal injury resulting from our negligence.

## 10. 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.

This agreement and the documents referred to in it represent the entire contract between us, to the exclusion of any terms subject to which you may accept, or purport to accept, the service. Any variations (other than charges made in accordance with this agreement) shall be accepted by both of us in writing. 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:

- a. identify you when you make telephone enquiries;
- b. help administer any accounts, services and products offered by **Talk Warehouse**; and
- c. help us to detect fraud or loss.

This agreement is governed by English law.