

www.icscomms.co.uk



info@icscomms.co.uk

Fixed Line Telephony Service Agreement

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FIXED LINE TELEPHONY SERVICE AGREEMENT

DEFINITIONS AND INTERPRETATION

This Service Agreement is to be read in conjunction with the Conditions for Communications Services (the "**Conditions**") to which this Service Agreement is attached. All definitions contained within this Service Agreement shall have the same meaning as those set out in the Conditions unless specified below:

"Agreement" means this Service Agreement;

"Calls Service" means the telephone call service specified on the Order Form;

"Cancellation Charge" means a charge applied to your account (a) when we terminate the Agreement for breach of the Agreement by you; or (b) when you terminate the Agreement prior to the end of the Minimum Term in certain circumstances;

"Customer Premises Equipment" or **"CPE"** means the network termination point or similar equipment;

"Equipment" means the equipment specified on the Order Form;

"Line Rental Service" means the line rental service specified on the Order Form and includes any Additional Services that we provide to you;

"Location" means the location at which the Line Rental Service is to be provided, as specified in the current address section of the Order Form;

"Order Form" means our order form to which this Agreement is attached and which contains details of your application for the Service;

"Service" means the Calls Service and the Line Rental Service, or either one of them;

"The Company" or **"we"** or **"us"** means ICS 1989 LTD, trading as iCS Communications;

"The Customer" or **"you"** means the customer whose company details are set out on the Order Form.



COMMENCEMENT OF THE SERVICE

2.1 Before we can be certain that we can provide you with the Calls and Line Rental Service, we may need to perform the following steps. If we cannot provide you with the Calls and Line Rental Service because one of the following steps cannot be successfully completed we will notify you as soon as possible and this Agreement in so far as it applies to the Calls and Line Rental Service shall terminate with immediate effect. We may need to successfully:

2.1.1 complete a survey of your Location and perform a line test;

2.1.2 install CPE needed for you to use the Calls and Line Rental Service. However, we will not provide or install any other equipment unless expressly agreed in writing; and

2.1.3 activate the Calls and Line Rental Service.

2.2 You will need to provide us with access to the Location and a suitable and safe working environment at the Location so that we can perform the steps set out in clause 2.1 of this Agreement. We may arrange for an engineer to visit the Location to perform these steps and we will agree with you a mutually convenient time for the engineer to visit the Location. We will use reasonable endeavours to ensure that the engineer arrives at the agreed time but we cannot guarantee this. If you do not give the engineer access to the Location within that agreed time you will be charged as set out in the Tariff.

2.3 Your Calls and Line Rental Service may be activated in different stages. Once the steps in clause 2.1 of this Agreement have been successfully completed, we will inform you of the dates on which it is proposed that your Calls and Line Rental Service will be activated, although all such dates are estimates, we cannot guarantee that we will meet them and we will have no liability for any failure to do so.

2.4 As part of the Calls and Line Rental Service we may need to deal with other telecommunications providers on your behalf. To enable us to provide or to continue to provide you with the Calls and Line Rental Service, you hereby authorise us to act on your behalf with your current telecommunications provider and any other relevant telecommunications provider to terminate your existing contract and to obtain any relevant information from your current telecommunications provider and any other relevant telecommunications provider which is necessary for us to provide or continue to provide you with the Calls and Line Rental Service.



2.5 If we need, or a third party authorised by us needs, to supply you with any CPE so that you can access the Line Rental Service you agree at your cost that:

2.5.1 if any CPE needs to be installed at your Location, we may give you some advice on preparing your Location. As a minimum you will need to provide reasonable assistance and supply a suitable location for any CPE we install for you. You will also need to provide us with a connection point to electricity. You will pay us the rates specified in our Tariff for activation or installation of the Line Rental Service on your behalf. We will not be responsible for any losses or damages you may suffer as a consequence of your preparation of your Location;

2.5.2 you will obtain before installation of the CPE all necessary permissions and consents (for example, any consents necessary to make alterations to buildings, permission to cross other people's land or permission to put CPE on their property);

2.5.3 any CPE installed at your Location will remain our property or that of the third party authorised by us (as the case may be); and

2.5.4 you will not alter, modify, add to or otherwise interfere with in any way any CPE and you agree to indemnify us or any third party authorised by us for any losses or damages which we or such third party may suffer as a result of any loss or damage to the CPE unless such damage is caused by fair wear and tear.

2.6 You agree that our obligation to provide the Line Rental Service depends on your compliance in full with clause 2.5 of this Agreement and that we shall be under no liability whatsoever if we cannot provide the Line Rental Service because you do not comply with that clause. We will notify you when you have been connected to the Line Rental Service. If you already receive line rental services and/or call services from another telecommunications provider, it is the responsibility of your existing provider to continue to provide your line rental services and call services to you until the transfer to the Line Rental Service has been completed.

2.7 If you lease any equipment from your existing telecommunications provider, you will continue to lease that equipment from your existing telecommunications provider under the terms and conditions of your contract with them. We are not responsible for the operation of, or any faults with, this equipment. This will remain the responsibility of your existing telecommunications provider.



THE SERVICE

3.1 We will provide the Calls and Line Rental Service to you in accordance with this Agreement and any other instructions or information we may provide to you from time to time.

3.2 Services provided by other telecommunications providers will be automatically removed from your telephone line when we connect you to the Calls and Line Rental Service. You should also be aware that certain services you receive from other telecommunications providers may not be available if we connect you to the Calls and Line Rental Service. However, some of these services may be available to you as Additional Services.

3.3 If you want to connect equipment to the Network other than using a main phone socket you must obtain permission from us first. You must not connect any equipment to the Network which may harm the Network or the equipment of other users of the Network. If you do, you must disconnect such equipment immediately or we will disconnect it for you at your cost and expense.

3.4 We bar indirect access to other networks although nothing shall prevent us, in our discretion, from allowing indirect access provided that we shall not be required to allow such indirect access, nor shall we be held liable for any discontinuation of any indirect access.

CHARGES AND PAYMENT

4.1 We will bill you with respect to:

4.1.1 the Line Rental Service and any Additional Services monthly in advance unless stated otherwise in the Tariff; and

4.1.2 the Calls Service monthly in arrears; and

4.1.3 any other Charges monthly in advance.

4.2 Unless specified by us, where you pay a Periodic Charge which includes use of a Service up to a particular number of minutes for which no further charge is made, any unused time cannot be carried forward from one month to the next.



4.3 All calls are to be routed over the Network. Should any calls be routed over any other network with or without your knowledge, other than during a service failure or Network outage that we have notified you of or for any other reason we may agree with you, then we reserve the right to bill you for any resulting additional costs, charges and expenses that we may incur.

4.4 All calls routed over any other network for which you are invoiced by another provider will remain your responsibility. It is your responsibility to advise us if you receive invoices from other providers for services you believe to be with us and you should advise us as soon as you receive these invoices. We shall not be liable for any loss or damages as a result of your being invoiced by other providers (including but not limited to any perceived loss of savings).

4.5 We reserve the right to apply a monthly charge for each inbound number which does not carry any traffic for any period of 3 consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.

4.6 We reserve the right to offset any inbound rebates which may be due to you against any amounts you may owe to us. We reserve the right not to pay any inbound rebates until such rebates total a cumulative minimum of £5.00 in any month.

PAYMENT

Without limiting any of your obligations under clause 4, the provisions of Conditions 8 of the Conditions shall govern your payment obligations under this Agreement.

INTELLECTUAL PROPERTY

6.1 Unless otherwise expressly agreed in writing, the parties will not acquire any rights or licences to each other's intellectual property rights.

6.2 All intellectual property rights in anything provided to you as part of the Service will remain the property of us or our licensors.



YOUR USE OF THE SERVICE

Your use of the Service shall be governed by the provisions of Condition 3 of the Conditions. You agree to report any fault with the Service to us as soon as possible.

MINIMUM TERM AND MINIMUM SPEND

8.1 The Minimum Term and Minimum Spend will be as specified on the Order Form or Tariff for the Service. The Minimum Term will commence from the date of activation of the Service.

8.2 If you fail to reach the annualised Minimum Spend commitment in respect of any Service over the Minimum Term for such Service then we reserve the right to bill you in the month following expiry of the Minimum Term (or immediately on early termination) the difference between the actual amount you spent and the amount you committed to spend pursuant to the Minimum Spend over the Minimum Term.

8.3 Subject to the provisions of clause 8.6, if this Agreement or any Service is terminated during the Minimum Term or any agreed term for the relevant Service and you received any contribution towards the costs of any Service or Equipment, as part of the Tariff or otherwise, then we reserve the right to impose a termination charge equal to the original cost divided by the number of the months in the relevant term, multiplied by the number of months remaining in the relevant term.

8.4 Unless you terminate the Agreement in accordance with clause 8.5 or you are a Small Business Customer (in which case see clause 8.6) then, upon the expiry date of the Minimum Term, or any anniversary of that date thereafter, the Agreement will renew automatically for further periods of 12 months. Unless otherwise agreed in writing, the same Minimum Spend will apply during any such further period of 12 months as applied during the Minimum Term.

8.5 Unless you are a Small Business Customer (in which case see clause 8.6), you may terminate the Agreement by giving 30 days' notice in writing to us, such notice to become effective no earlier than the expiry date of the Minimum Term, or upon each anniversary of such date thereafter (as applicable) where the Agreement has renewed automatically pursuant to clause 8.4.



8.6 If you are a Small Business Customer:

- (a) the Agreement will expire automatically upon the expiry date of the Minimum Term, unless you give us written notice of your wish to renew the Agreement at least 30 days prior to the expiry date of the Minimum Term; and
- (b) if notice is duly given by you in accordance with the requirements of sub-clause (a) above, the Agreement will be renewed for a further period of 12 months; and
- (c) the renewal of the Agreement for any additional periods of 12 months must be effected by your providing appropriate written notification to us at least 30 days prior to each anniversary of the expiry date of the Minimum Term; and
- (d) unless otherwise agreed in writing, the same Minimum Spend will apply during any further period of 12 months referred to in sub-clauses (b) and (c) as applied during the Minimum Term; and
- (e) the provisions of clause 9 shall be subject to the provisions of this clause 8.6.

TERMINATING THE AGREEMENT

9.1 We may terminate the Agreement or any Service immediately in accordance with Condition 16 of the Conditions.

9.2 If this Agreement or any Service is terminated by us in accordance with sub-clauses 16.4.2.1, 16.4.2.2, 16.4.2.3 16.4.2.4 or 16.4.2.5 of the Conditions during the Minimum Term or any agreed term applicable to any Service, we will levy a Cancellation Charge in relation to each relevant Service calculated in accordance with the following:-

- (a) Each Service for which Periodic Charges are payable – the number of months remaining of the Minimum Term for that Service multiplied by the monthly Periodic Charges; and/or
- (b) All Charges other than Periodic Charges – the number of months remaining of the Minimum Term multiplied by the monthly Minimum Spend; and/or
- (c) Repayment to us of any subsidised charges or any other contribution made by us towards any other costs.



9.3 If this Agreement or any Service is terminated by us in accordance with sub-clauses 16.4.2.6, 16.4.2.7 or 16.4.2.8 of the Conditions during the Minimum Term or any agreed term applicable to any Service, we will not levy a Cancellation Charge, but you will be responsible for the payment of any and all outstanding Charges.

9.4 Either party may terminate this Agreement in respect of a Service by giving the other party not less than thirty (30) days notice in writing to take effect at the end of the Minimum Term for the relevant Service.

9.5 In the event that notice of termination pursuant to clause 9.4 is duly given by either party, you must pay:

- (a) The Periodic Charges up to the end of the notice period;
- (b) All Charges other than the Periodic Charges up to the end of the notice period, including but not limited to any such Charges which may be incurred during the notice period; and
- (c) Any cease charges which are detailed in the Tariff as being chargeable on termination.

9.6 If you want to terminate this Agreement in respect of a Service prior to the end of the Minimum Term for the relevant Service (other than because we have materially altered the terms of this Agreement under Condition 17.1) you must give us at least thirty (30) days notice in writing and we will levy a Cancellation Charge calculated in accordance with the following:-

- (a) Each Service for which Periodic Charges are payable – the number of months remaining of the Minimum Term for that Service multiplied by the monthly Periodic Charges; and/or
- (b) All Charges other than Periodic Charges – the number of months remaining of the Minimum Term multiplied by the monthly Minimum Spend; and/or
- (c) Pro-rata repayment to us of any contribution to upfront or ongoing costs paid by us, and/or
- (d) The appropriate notice period charge for each Service, and/or
- (e) Any applicable cease charges as may be detailed in the Tariff.



9.7 If you want to terminate this Agreement in respect of a Service prior to the end of the Minimum Term for the relevant Service because we have materially altered the terms of this Agreement under Condition 17.1, you must either give us written notice of termination, or contact our customer services department specifying your reason for termination, in each case before the change becomes effective. We will not levy a Cancellation Charge, but you must pay the Periodic Charges and all Charges other than the Periodic Charges up to and including the date of termination.

ADDITIONAL TERMINATION PROVISIONS

10.1 The provisions of clause 9 shall be without prejudice to the other provisions of this Agreement.

10.2 Upon termination of this Agreement, you shall be responsible for arranging for the Service to be provided by another supplier.

LIMIT OF LIABILITY

11.1 Our liability to you shall be governed by the provisions of Condition 13 of the Conditions and any relevant provision of this Agreement.

11.2 Without limiting the generality of clause 11.1 above, Condition 13.2 of the Conditions sets out our aggregate monetary liability to you, whether arising under this Agreement or otherwise.

SERVICE AVAILABILITY AND SUSPENSION

12.1 We shall use all reasonable endeavors to provide and maintain the availability of the Service. However, we do not warrant that the Service shall be available without interruption or that it will be free from error. We may suspend the Service immediately if:

12.1.1 The Network fails or if it is being modified, maintained or repaired, or if the Network is unavailable for any other reason; or



12.1.2 We do not receive full and timely payment of any invoices sent by us to you.

WHAT YOU MUST PAY IF THE SERVICE IS SUSPENDED

All Charges shall remain due and payable, save that if the Service is suspended for the reasons set out in clause 12.1.1 for more than 3 days in any single month, any Charges that would otherwise be payable for the period of suspension shall not be payable for such period in the relevant month.

TRANSFERRING THIS AGREEMENT

This Agreement is personal to you and may not be transferred by you to any other person.

USE OF YOUR DETAILS

15.1 For the purposes of fraud prevention, debt collection, credit management and emergency services provision, you agree that we may disclose information about you and your account with us to debt collection agencies, credit reference agencies, financial institutions, emergency service organizations and other companies offering identical or similar Services. We may also pass your details to third parties in the event that we sell our business, so that you can continue to receive the Service.

15.2 Unless you indicate otherwise on the Order Form, we may also use your details to send you information and other services that we offer that we think you may be interested in.

GENERAL

The provisions of Condition 17 of the Conditions (namely 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7 and 17.8, covering changes to the Conditions, Force Majeure, Notice, Waiver, Entire Agreement, Third Party Rights, Severability and Governing Law respectively), shall apply to this Agreement.