

TERMS AND CONDITIONS FOR TELEPHONE SERVICES

1. DEFINITIONS & MEANINGS

"Agreement" means the legally binding agreement between the Customer and Gateway Telecom Limited made up from the Customer Agreement Form, these terms & conditions and Supplemental Conditions.

"Call Costs" means the cost of calling the Customers Telephone Number(s).

"Charges" means the Price, the Connection Charge, the Service Charge, the Call Costs and any other sums which the Customer must pay under this Agreement.

"Connection Charge" means the amount the Customer must pay for having a Telephone Number connected to the Network.

"Customer" means the person, firm or corporation specified in the Customer Agreement Form.

"Customer Agreement Form" means the form specifying the Service to be provided to the Customer by Gateway Telecom Ltd.

"Network" means the public telecommunications system run by the Network Operator and used by Gateway Telecom Limited to provide the services.

"Network operator" means the organisation running the network.

"Password" means any code word or number unique to the customer allocated for the purpose of identifying a Customer, including but not limited to any personal identification number

"Price" means the price a customer must pay for the service as specified in the Customer Agreement Form.

"GWT" means Gateway Telecom Limited of Ephraim Phillips House, 54-76 Bissell Street, Birmingham B5 7HP. Company Registration No: 4792922.

"Service charges" means the amount the customer must pay at regular intervals for access to the Service(s) as specified in the Customer Agreement Form.

"Service Provider" means any third party used by GWT to provide the Service(s) but excluding a Network Operator.

"Services" means all telecommunications services, internet services and any other services to be supplied by Gateway Telecom Limited under this Agreement as specified in the Customer Agreement Form or otherwise agreed by the parties from time to time.

"Supplemental Conditions" means any further conditions or limitations to the use of the Service(s) contained in any information brochure or other document referred to in the Customer Agreement Form.

"Telephone Number" means any telephone number(s) allocated to the Customer under this Agreement.

2. INTERPRETATION

In these terms & conditions:

1. Words denoting the singular include the plural and vice versa.
2. Words denoting persons include natural persons, bodies, corporate, un-incorporated associations and partnerships.
3. References to any statute or statutory provision includes amending legislation.
4. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

3. AGREEMENT

GWT agrees to supply the Services to the Customer subject to these terms and conditions.

4. CANCELLATION/TERMINATION

1. **GWT** may cancel this Agreement at any time before the Services are activated.

2. If the Agreement is cancelled under this clause **GWT** will repay the Charges to the Customer.

3. **GWT** may suspend the service in whole or in part or disconnect the Telephone Numbers at any time (without being liable to compensate the Customer in any way) if: the Telecommunications network or any part of it breaks down or requires modification or maintenance, or if any third party providing the services to **GWT** for any reason fails or is unable to or is unwilling to continue to (for any reason) provide the Service(s), or if the customer is in breach of the terms of this Agreement, or any other agreement with **GWT** or exceeds (or is reasonably believed by **GWT** to have exceeded) any financial limit imposed under this Agreement, or the Customer acts in such a way that in the reasonable opinion of **GWT** the operation of the services or any part of the Telecommunications may be jeopardised or impaired.

4. The Customer remains liable for all charges during the period of suspension

5. **GWT** reserves the right to charge £25 for each reconnection of lines in circumstances where a line has been disconnected due to non or late payment of services provided.

6. Any Customer wishing to cancel their Agreement with **GWT** must give three months written notice. A charge for the remaining service charge / broadband will be incurred to cancel the Agreement at any time during the contract period. This charge will be added to the Customers final bill and be subject to the normal terms and conditions relating to payment.

Any customer who re-signs to **GWT** up to 6 months after canceling their Agreement will not have to pay any Connection Charges.

In respect of the entire Agreement no later than three months before the anniversary date of the Agreement. In respect of one or more of the services no later than three months before the anniversary date of the Agreement.

7. **GWT** may terminate any of the Service(s) by giving at least 14 days prior written notice to the Customer to expire at any time. If the Customer wishes to terminate the Agreement once signed, the Customer remains liable for any recurring charges including any equipment hired charges for the remainder of the contract.

5. DURATION

This Agreement shall commence on the date specified in the Customer Agreement form and shall continue (subject to the termination provisions set out above for a minimum period of twelve months).

6. CUSTOMER RESPONSIBILITIES

1. The Customer shall not use the Services or permit the Services to be used:

- a. For any improper, immoral, fraudulent or unlawful purpose;
- b. For the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing character;
- c. In a manner which infringes the rights of any third party;

d. In a manner which may injure or damage any person or property or cause the quality of the Services to be impaired.

2. The Customer shall not obtain or attempt to obtain the Services by any device with intent to avoid payment.

3. All **GWT** Customers must keep secure and use all security passwords. Failure to do so may result in denial to private account details. This includes access to the billing website www.gatewaybilling.co.uk.

4. The Customer shall not advertise any Telephone Number in or on a public telephone or telephone box.

5. The Customer shall comply with all reasonable instructions issued by **GWT** from time to time in relation to the Services.

6. The Customer must:

a. Obtain, maintain and pay for any equipment and other services required for **GWT** to provide the Customer with the Services.

b. Ensure that any such equipment and/or services conform at all times with all applicable laws and regulations.

c. The Customer must immediately give **GWT** written notice if it changes its name or address or if there is any change to the details or conditions of the direct debit or payment card account by which the Customer pays the charges.

d. The Customer shall notify **GWT** in writing of any period in which (and the extent to which) any telephone number(s) is likely to receive high volumes of simultaneous calls, such notice must be given at least 14 days in advance to enable **GWT** to notify the relevant Telecommunications system operator pursuant to the terms of **GWT's** Agreement with that operator.

7. INDEMNITY

The Customer agrees to indemnify **GWT** against all liabilities, claims, damages, losses, expenses and proceedings arising from or in any way connected with any breach of this Agreement by the Customer. This condition will survive termination of this Agreement.

8. SUPPLY OF THE SERVICES

1. **GWT** shall use all reasonable endeavours to provide the Services to the Customer.

2. It is technically impracticable to provide the Services free of faults and **GWT** does not undertake to do so although **GWT** shall use reasonable endeavours to provide reliable Services.

3. **GWT** will endeavour to provide the specific Telephone Number requested and to connect the Telephone Number to the Network but cannot guarantee it will be possible to do so and does not warrant or represent that it can do so.

4. Requests for additional Select Services to be installed will be carried out within 5 working days.

5. **GWT** may for statutory, regulatory or technical requirements change any codes or the Telephone Number(s) allocated to the Customer provided it shall give as much notice as is reasonably practicable.

6. **GWT** may suspend the provision of the service:

a. If the Customer fails to comply with any of these terms and conditions.

b. If the Customer fails to pay any sum due to **GWT** by the due date (under this Agreement

or otherwise) or a direct debit Instruction is cancelled or refused.

- c. If the Customer exceeds any monthly financial limit imposed by **GWT**.
 - d. If **GWT** or the Network Operator or the Service Provider suspects that the Services are being used illegally.
 - e. If **GWT** cannot make contact with the Customer through the address or telephone number provided.
 - f. For the maintenance or repair of the Network.
7. **GWT** may transfer all its rights and obligations under this Agreement.

9. CHARGES AND PAYMENTS

1. The Customer shall pay to **GWT** the Charges, plus VAT and (where applicable) all of the Call Costs.
2. Should the Customer choose to pay for the services other than Direct Debit **GWT** reserves the right to charge an additional manual billing fee providing **GWT** gives the Customer notice of such charge.
3. Payment is due when the Customer receives the bill. If payment is not made by the due date **GWT** may cancel or suspend the services and charge interest on all sums outstanding at the rate of 5% above the base rate of Lloyds TSB Plc. The interest rate used will be applied from the bill date to the date of actual payment. If a Customer wishes to dispute any charges on the bill such dispute must be notified in writing to **GWT** within 14 days of the date of the bill, failing which the Customer shall be deemed to have accepted the correctness of the bill.
4. **GWT** reserves the right to charge £25 for each Direct Debit payment that fails to process automatically, **GWT** accepts no responsibility for charges incurred as a result of inaccurate information given by the customer in relation bank and account details.
5. The cost of making a call to a Telephone number is determined by the Telecommunications system operator and not **GWT** and will be subject to change in cost and rate at any time without notice.
6. The Customer must rely on their own information as to the call charges to make a call to the numbers/services supplied overleaf which are charged by the public switched network operators, and the customers to inform their callers thereof.

10. GWT's LIABILITY

1. **GWT** accepts liability without limitations to death or personal injury resulting from its negligence and, where the Customer is a consumer (as defined in section 12, Unfair Contracts Terms Act 1977) for any breach by it of any obligation implied by statute to use reasonable skill and care in the provision of the services. **GWT** also accepts liability up to a maximum of One Thousand Pounds (£1,000.00) for direct physical damage to or loss of property resulting from its negligence.
2. The Customer must notify **GWT** of any such claim as reasonably practicable and in particular, within ten days of suffering any alleged physical damage to or loss of property. The Customer must fully co-operate with **GWT** and provide all necessary information required by **GWT** to consider a claim.
3. The Customer acknowledges that **GWT** cannot reasonably foresee the consequences to the Customer of any difficulties in the use or operation of the Services and therefore the Customer

agrees that this clause 10 specifies **GWT**'s entire liability to the Customer (including liability for negligence). Except as provided above, **GWT** shall not be liable for any loss, damage or injury to the Customer whatsoever direct or indirect, consequential or contingent and whether foreseeable or not. Without limiting the foregoing **GWT** shall not be liable for any financial loss of business, profit, savings, revenues, use or goodwill. All other statutory, express implied or collateral terms and conditions or warranties are negated and excluded to the fullest extent permitted by law.

4. The Customer is required to indemnify **GWT** in respect of any claims, costs and legal fees incurred by **GWT** as a result of the Customers breach of this Agreement.

11. GENERAL

1. This Agreement is the complete and exclusive statement of the Agreement between **GWT** and the Customer. It supersedes all understandings or prior arrangements whether oral or written, and all representations or other communications between the Customer and **GWT**.
2. **GWT** cannot be held responsible for any false or misleading information given by any dealer, agent or any other representative or intermediary.
3. **GWT** or its agents cannot be held responsible for any alphanumeric interpretation of number combinations. Any such derivations are the sole responsibility of the Customer. Telephone keypads increasingly conform to European Standards, however, not all keypads conform to this Standard.
4. **GWT** may vary the terms and conditions of this Agreement if **GWT** considers that changes to legalisations, statutory instruments or other governmental regulations or license make it desirable, and **GWT** may vary its charges at any time and give 14 days notice thereof to the Customer. The Customer may not assign or try to assign any or all of the rights and responsibilities under this Agreement but **GWT** may assign any or all of **GWT**'s rights and obligations without the Customers consent.
5. **GWT** may port any Telephone Number and or Service(s) to another or any telecommunications system operator if and when it seems fit, the Customer hereby agrees the Customer shall have no objection in this regard whatsoever.
6. Payphone levy; some Service Providers like BT make a surcharge for calls originating from their payphones to 0800 freephone services. This levy gets charged to **GWT** for any service provided via **GWT** and consequently these extra levies will be passed on to the 0800 number holder(s).
7. All usage charges will be calculated by data supplied by the telecommunications system operator and not by any data supplied by the Customer.
8. All mobile phone customers of **GWT** are subject to the Terms and Conditions imposed by the relevant mobile network operator. **GWT** accepts no responsibility for any aspect of service provided by the networks.

12. SALE OR TRANSFER OF OWNERSHIP

1. Non-Geographic numbers (0800/0845/0870/0871) are not transferable without the express written confirmation by the current Customer on this Agreement on company letterhead.
2. The Customer agrees to the disclosure to any telecommunications company, debt collection

agency, credit reference agency, security agency, or financial institution, of any information relating to this Agreement and the Account or such other disclosure as may be within **GWT**'s Data Protection Act registration.

13. DATA PROTECTION

1. **GWT** agrees to process any personal data collected from the Customer in accordance with the Data Protection Act 1998.
2. Unless the Customer advises **GWT** in writing to the contrary the Customer agrees that **GWT** may use any personal data collected from the Customer for marketing purposes including amongst other things to offer by phone, fax, post, mobile phone, email or other means any further products and/or services **GWT** thinks might be of interest to the Customer.

14. REGULATORY

1. **GWT** may also vary the terms and conditions of the Agreement if new legalisations, statutory instruments or other governmental regulations or licenses make it necessary and **GWT** will not be held responsible or liable for any subsequent prefix or other numbering charges imposed by OFTEL or any other regulatory body.
2. This Agreement shall be governed construed and shall take effect in accordance with the laws of England and Wales. It shall be subject to the jurisdiction of the English Courts. The invalidity, unenforceability of illegality of any part of this Agreement shall not affect the validity or continuation in force of the remainder of this Agreement.