

Terms & Conditions

DEFINITIONS

'The Company' and "SMOC" mean Savemoneyoncalls.net Limited'.

'The Act' means the Telecommunications Act 1984 and amendments to The Act that may be made from time to time.

'The Service' means the SMOC Direct Dial Service as listed and described in product literature and publications issued from time to time.

1. THE SERVICE

- 1.1 SMOC undertakes to provide The Customer with access to The Service as requested overleaf. The Customer agrees to use SMOC exclusively for all calls during the duration of the contract.
- 1.2 SMOC undertakes to exercise appropriate care in the provision, operation and maintenance of The Service, and warrants fitness for purpose.

2. DURATION

- 2.1 The Agreement shall come into force on and with effect from the date on the face of the Agreement.
- 2.2 The term of this Agreement is twelve months from the date The Service commences and will automatically renew every twelve months for a further twelve months period on each anniversary, except upon not less than one month's written notice from The Customer before the expiration of any twelve-month's period. If notification is not received from The Customer, then the terms of this Agreement shall continue to apply. Furthermore, should the customer continue to use the service after the anniversary of service commencement, the contract will renew as outlined above.
- 2.3 Should The Customer cancel or cease using The Service, in whole or in part at any time, prior or subsequent to connection, The Company agrees to accept such cancellation upon one month's written notice and that if the cessation or cancellation of The Service is to be prior to any twelve month period, The Customer agrees to pay the sum of £3,000 + VAT to cover any programming and administrative costs incurred by The Company in the provision of The Service. In addition, The Customer will be liable for the projected loss of revenue for the remainder of the duration of the contract.

3. USE OF THE SERVICES

- 3.1 The Customer shall be responsible for the safe custody and safe use of The Service and any related equipment after installation or implementation of The Service and in particular The Customer undertakes:
 - a) Not to allow any attachment other than those approved for connection under The Act to be connected to The Service.
 - b) Not to contravene The Act or any other relevant regulations or licenses.
 - c) Not to allow any other company to interfere with The Service or implement their own facility without the express written approval of The Company.
- 3.2 Customer apparatus shall at all times conform to the relevant standard or standards (if any) for the time being designated under The Act and The Company shall not be under any obligation to connect or keep connected any Customer apparatus if it does not conform or if in the opinion of The Company it is liable to cause death, personal injury, damage or to impair the quality of any services provided by The Company.
- 3.3 The Customer undertakes to use The Service in accordance with The Act, and any license granted there under without limitation. The Customer undertakes to use its reasonable endeavours not to use The Service:
 - a) As a means of communication for a purpose other than that for which The Service is provided, and
 - b) For the transmission of any material which is defamatory, offensive or of an abusive or obscene or menacing character.
- 3.4 The Customer shall not assign or delegate or otherwise deal with all or any of its rights and obligations under the Agreement without The Company's prior written consent not to be unreasonably withheld.

4. ACCESS TO PREMISES AND PROVISION OF INFORMATION

- 4.1 To enable SMOC to exercise its obligations under this Agreement:
 - a) The Customer shall permit or procure permission for SMOC and any other person(s) authorised by SMOC to have reasonable access to the premises and the appropriate connection points and shall provide such reasonable assistance, as SMOC shall request.
 - b) The representative of SMOC will normally carry out work, by appointment and during normal working hours, but may request The Customer to provide access at other times.
 - c) At The Customer's request, SMOC may agree to work outside normal working hours and The Customer shall pay SMOC' reasonable charges for complying with such a request.
 - d) Should The Customer relocate within the term of the agreement, The Customer shall notify SMOC at least 15 days before moving. The Customer shall also provide SMOC with the necessary information to enable SMOC to implement The Service at the new site.
 - e) Should the customer have LCR programming on its telephone system, it will arrange for its maintainer to remove it. Any charges for such work will normally be refunded by SMOC unless they are deemed to be extortionate.
- 4.2 If The Customer requests maintenance or repair work, which is found to be unnecessary, The Customer shall pay for any costs incurred.
- 4.3 The Customer will place all new lines and/or sites and will allow additional facilities to be added under the same terms and conditions as contained herein. This may include Line Rental and associated facilities.

5. SUSPENSION OF SERVICE

- 5.1 SMOC may at its discretion elect to suspend forthwith provision of The Service until further notice without compensation on notifying The Customer either verbally (confirming such notification in writing) or in writing in the event that:
 - a) The Customer is in breach of a material term of this Agreement.
 - b) SMOC may be obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authority.

- 5.2 The Customer shall reimburse SMOC for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of The Service as appropriate. This shall be a minimum cost of £350 + VAT and a maximum limit of £750 + VAT. This shall not apply where the suspension is implemented otherwise than as a consequence of breach, fault or omission of The Customer.

6. LIABILITY

- 6.1 Nothing in this Agreement shall exclude or restrict SMOC' liability for death or personal injury resulting from the negligence of SMOC or of its employees in acting in the course of their employment.
- 6.2 In the event that the SMOC service is delayed in being activated, or fails to operate and The Customers call traffic is routed via another carrier, SMOC shall not under any circumstances have any liability whatsoever for either that carrier's charges or for any purported loss of savings.
- 6.3 SMOC shall not be liable to The Customer in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever.
- 6.4 Subject as mentioned in this clause 6 the liability of either party in contract tort or otherwise arising out of or in connection with the non-performance of either party's obligation under this agreement shall be limited to £50,000 for any one incident or series of incidents and £100,000 in aggregate.
- 6.5 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authority, production or supply of services by third parties.

7. CHARGES AND PAYMENT

- 7.1 The Customer agrees to settle all invoices within 14 days of the date of invoice by Direct Debit.
- 7.2 Usage charges will be at the agreed SMOC price list subject to a monthly minimum charge of £10 + VAT.
- 7.3 The Customer agrees to pay any connection and rental charges, which may be applicable under certain circumstances.
- 7.4 SMOC intend that there will be no price increase in usage charges during the term of this agreement. However, SMOC reserves the right to increase charges if necessary.
- 7.5 SMOC shall arrange for the preparation and submission of bills for usage charges in such form and manner as shall be agreed between SMOC and The Customer. Usage charges payable shall be calculated by reference to data recorded or logged by SMOC and not by reference to any data recorded by The Customer.
- 7.6 SMOC reserves the right to charge daily interest on amounts outstanding 14 days after invoice until payment in full is received, at a rate equal to 5 per cent per annum above the National Westminster Bank Base Lending Rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this agreement.
- 7.7 All prices are quoted exclusive of VAT.

8. TERMINATION

- 8.1 Notwithstanding anything to the contrary expressed or implied in this agreement, either party (without prejudice to its other rights) may terminate this agreement forthwith in the event that:
 - a) A liquidator (other than for the purpose of amalgamation or reconstruction), trustee in bankruptcy, administrator, receiver or receiver and manager is appointed in respect of the whole or part of the assets and/or undertaking of The Customer or The Customer enters into an arrangement or composition with its creditors, or if The Customer becomes unable to pay its debts within the meaning of S123 of the Insolvency Act 1986, administrator or to make a winding up order; or
 - b) The other party is in breach of a material term of this agreement and upon being given notice of that breach in writing fails to remedy that breach within 14 days.
- 8.2 Notwithstanding anything to the contrary expressed or implied in this agreement, SMOC (without prejudice to their other rights) may terminate this agreement forthwith in the event that any licence under which The Customer has the right to run its telecommunication system and connect it to the SMOC system is revoked, amended or otherwise ceases to be valid.

9. GENERAL

- 9.1 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either party, whether oral or written and this agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party thereto.
- 9.2 Failure by either party to enforce any right conferred by this agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof of any other right on any later occasion.
- 9.3 Any notice, invoice or other documents which may be given by SMOC under this agreement shall be deemed to have been duly given if left at or sent by post to an address notified to SMOC in writing by The Customer as an address to which notices, invoices or other documents may be sent, or The Customers usual or last known place of abode or business, or if The Customer is a limited company, its registered office.
- 9.4 SMOC' address for The Service of any notice by The Customer under this agreement shall be such address as is shown on the last invoice rendered to The Customer or such address as SMOC may prescribe for that purpose. This does not include e-mail addresses.
- 9.5 This agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the jurisdiction of the English courts.
- 9.6 Wherever appropriate, The Customer duly authorises SMOC or its representatives to reprogram and/or remove existing equipment, in order to provide The Service.
- 9.7 The Customer duly authorises SMOC to reregister any of The Customer's telephone numbers (CLI's) with any carrier.