

Tamar Telecommunications – Terms & Conditions

Definitions

Act means the Communications Act 2003 and includes any amendments to the Act that may be made from time to time.

Tamar Telecommunications means Kalnet4u Ltd. T/A: Tamar Telecommunications.

Customer means the person, partnership or company requesting the Service.

Service means the service or services requested by the Customer and to be provided to the Customer by Tamar Telecommunications.

Agreement means this agreement entered into by and between Tamar Telecommunications and the Customer and is subject to both the terms set out overleaf and those herein.

OFCOM means the Office of Communications.

PSA means Phone-paid Services Authority.

1) Duration

This Agreement shall come into full force and effect from the date of acceptance by Tamar Telecommunications whereupon it will then continue unless terminated by either party giving the other not less than one month's prior written notice or unless terminated by Tamar Telecommunications subject to Section 9 of this Agreement.

2) Use of Service

2.1) Tamar Telecommunications shall provide the Service to the Customer subject to the Agreement and subject to availability and shall exercise all due care in the provision and maintenance of the Service to provide high quality and reliability.

2.2) All information relating to the Customer collected by Tamar Telecommunications in the course of providing the Service shall remain confidential between the Customer and Tamar Telecommunications subject only to the permitted uses of that information under the Agreement or as may be required under the Act or any other regulations relating to the Service and except that Tamar Telecommunications at its sole discretion may use data about use of the Service by the Customer as part of any report or publication without revealing the identity of the Customer.

2.3) The Customer undertakes to use the Service in accordance with the conditions set out herein and such variations as may be notified in writing from time to time to the Customer by Tamar Telecommunications and in accordance with the Act or any other regulations relating to the Service.

2.4) The Customer shall indemnify and hold harmless Tamar Telecommunications against all liabilities, claims, losses, damages or expenses arising directly or indirectly or in any way associated with any use of the Service by the Customer or provision of the Service by Tamar Telecommunications.

2.4.1) Nothing in this Agreement shall exclude or restrict any liabilities by Tamar Telecommunications for death or personal injury resulting from its negligence.

2.5) The Customer shall not use or allow use of the Service in any manner or for any purpose unlawful or offensive.

2.6) The Customer shall notify Tamar Telecommunications immediately upon becoming aware of any failure or malfunction in the Service.

2.7) Tamar Telecommunications aims to correct any failure or malfunction in the Service within two working days or as soon as is reasonably practicable.

2.8) The customer recognises that the service is not guaranteed to be "continuous" and that there may be periods of time when the service is unavailable for operational or other reasons.

2.9) Tamar Telecommunication's services are provided for business use only.

2.10) Tamar Telecommunications may amend the terms and conditions of the Agreement from time to time and when new legislations or regulatory bodies make it necessary. The Customer indemnifies Tamar Telecommunications against any subsequent prefix or other numbering changes imposed by Ofcom, PSA, Network Operator or regulatory body.

2.11) The Customer may change/re-route where calls are diverted to, using the online control panel without charge as often as they wish.

2.12) It is the Customer's responsibility to ensure that all callers to numbers starting 08 or 09 are made aware of the cost to call the numbers.

2.13) Advanced number services are subject to availability and may vary dependent on the number purchased. Not all advanced services are available on all numbers issued by Tamar Telecommunications.

2.14) Calls to our 0800 numbers from pay phones are blocked.

2.15) The Customer shall not use the service in conjunction with or as a call through/dial through service.

2.16) The services provided are not to be used to generate artificially inflated traffic (AIT). Where AIT or fraudulent traffic is detected/suspected, services would be terminated immediately.

3) Provision of Information

3.1) The Customer undertakes to provide to Tamar Telecommunications free of charge and in full co-operation any information reasonably required by Tamar Telecommunications in order to fulfil its obligations under the Agreement.

3.2) Tamar Telecommunications shall at its sole discretion use this information for any credit reference or debt collection purpose including disclosure to and use by its agent or agents acting on its behalf. Tamar Telecommunications may carry out further credit searches on the Customer during the agreement and after the agreement has ended for credit control and debt collection purposes.

4) Prices

The prices in this agreement may be changed subject to thirty days notice in writing being provided to the customer.

5) Acceptance by Tamar Telecommunications

5.1) A pre-requisite of acceptance of this agreement by Tamar Telecommunications is that the customer supplies a complete copy of their latest telephone bill to Tamar Telecommunications.

6) Liability & Compensation

6.1) If the service provided by Tamar Telecommunications is not available for any reason for a continuous period in excess of forty eight hours and a customer makes a request by telephone and confirms it in writing to Tamar Telecommunications during the period in which the service is unavailable, the customer shall be paid compensation in the amount of double the amount of rent which the customer has paid for the period when the service is unavailable.

6.2) Under no circumstances shall the amount paid in compensation exceed the amount paid in rent by the customer. Tamar Telecommunications shall have no liability whatsoever to the Customer in contract, tort or otherwise, including any liability due to negligence for loss of goodwill, revenue, anticipated savings, profit or for any direct, indirect or consequential financial loss howsoever arising except as provided for under Clause 2.4.1 of this Agreement.

7) Payment

7.1) The Customer shall pay for use of the Service according to Tamar Telecommunication's tariff as amended from time to time.

7.2) Usage charges payable by the Customer shall be calculated by Tamar Telecommunications according to data recorded by Tamar Telecommunications.

7.3) Tamar Telecommunications shall invoice the Customer monthly or yearly for use of the Service and for any standing charges but the Customer is required to maintain the account in credit at all times.

7.4) Invoices are due within 14 days of invoice date without set off or deduction. Where invoices become overdue, a £5.00 late payment fee will be charged. This charge will be applied to the Customer's next invoice.

7.5) Interest will be charged on overdue invoices at 4% above the Lloyds Bank base rate until paid.

7.6) Tamar Telecommunications reserve the right to make the following charges:

Cheques and Direct Debits returned unpaid £25.00 per item.

Credit/Debit card chargeback's £25.00 per chargeback.

Reconnection fee following non-payment £25.00 per number.

Porting away where porting requested by customer £25.00 per number.

Directory enquiry submission/alteration/removal where available £25.00 per number.

Transfer of a Service between accounts where change in legal entity of customer £25.00 per number.

7.7) All monthly invoices are payable by direct debit. The customer may if preferred, pay by credit/debit card or bank transfer.

7.8) All sums due to Tamar Telecommunications under the terms of the Agreement are exclusive of Value Added Tax and/or any other taxes applicable at the appropriate rate, such taxes to be paid by the customer.

7.9) Failure to pay on time may result in services being suspended or terminated at the discretion of Tamar Telecommunications.

7.10) Call rebate payments where offered for 0843 and 0844 numbers are made on a monthly basis direct into a nominated bank account provided that a minimum of £50.00 has been accrued and a valid invoice has been received. Where the balance is below the £50.00 threshold the call revenue will remain on the account until £50.00 has been accrued.

7.11) Any call revenue on an account that has been dormant for six months or more will be written off. A dormant account is defined as an account that has failed to produce 10 minutes of call traffic for six consecutive months.

8) Suspension of Service

8.1) In the event that the Customer is in breach of the Agreement, provision of the Service to the Customer may be suspended forthwith by Tamar Telecommunications upon notification to the client by written notification without liability to the Customer and until further notice.

8.2) Suspension of the Service will entitle Tamar Telecommunications to payment on demand of all amounts owed by the Customer under the Agreement whether already invoiced or not.

8.3) The Customer shall pay Tamar Telecommunications a reconnection fee of £25.00 per number should reconnection take place.

9) Termination

9.1) Without prejudice to their rights under the Agreement expressed or implied the Customer or Tamar Telecommunications shall have the right to terminate the Agreement in the event that the other party is in default either in observation of or in performance of its obligations under the Agreement and in the case of rectifiable default fails to rectify the default within a reasonable time specified by the non-defaulting party in writing.

9.2) Without prejudice to their rights under the Agreement expressed or implied Tamar Telecommunications may terminate the Agreement in the event that a liquidator, trustee in bankruptcy, receiver or administrator is appointed in respect of the assets and/or business of the Customer or if the Customer is deemed insolvent according to the Insolvency Act 1986, or if any licence under which the Customer operates its business is revoked, amended or ceases to be valid.

9.3) Without prejudice to their rights under the Agreement expressed or implied Tamar Telecommunications may terminate the Agreement in the event that its licence under the Act is revoked.

10) Assignment

10.1) Tamar Telecommunications shall have the right to assign, delegate or otherwise deal with their rights under the Agreement in part or in whole. The Customer shall not have the right to assign, delegate or otherwise deal with their rights under the Agreement in part or in whole.

10.2) Tamar Telecommunications may port any telephone number to a different network operator if and when we see fit. The customer hereby agrees the customer shall have no objection to this.

11) Premium Rate Services

11.1) The customer shall be responsible for the quality and delivery of the content of the services and that these services shall comply with the PSA code of practice and this agreement.

11.2) The customer is responsible for obtaining all necessary approvals, permissions or authorisations for use of the numbers. The Customer shall neither acquire any right, title or interest in the numbers.

11.3) The customer shall provide Tamar Telecommunications with such information or material relating to the services as may be requested including without limitation copies of recorded messages and any other information supplied to callers or potential callers.

11.4) The customer shall ensure that the services neither infringe any intellectual property rights nor are defamatory.

11.5) The customer shall liaise with Tamar Telecommunications in relation to any complaints, enquiries or investigations by callers, the media, PSA or Ofcom relating to the service.

11.6) The customer shall neither state or imply any approval of the services by Tamar Telecommunications, and shall use no words, names or expressions which in any way connect Tamar Telecommunications to the services.

11.7) The customer shall ensure that any third party utilising its facilities shall be bound by clauses 11.1 to 11.8

11.8) The customer shall reimburse Tamar Telecommunications in full any fines or charges incurred from PSA or any other third party in connection with failure to comply with the relevant rules and regulations issued by the relevant third party.

12) Entire Agreement

The Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all prior agreements, representations or understandings by either party whether oral or written.

13) No Waiver

Failure by either party to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

14) Notices

14.1) Any notice, invoice or other document which may be given under the Agreement shall be deemed to have been duly given if sent by email, post or Fax to the address, email address or Fax number on the Customer's account.

14.2) The Customer shall notify Tamar Telecommunications of any change of address, telephone number or email address.

15) Force Majeure

Neither party shall be held to be in breach of its obligations under the Agreement, save for obligations to make payments under the Agreement, to the other party for any loss or damage which may be suffered by the other party due to any cause beyond the reasonable control of the first party including but not limited to any act of God, inclement weather failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, act or omission of Government authorities, other telecommunications providers, war, military operations or riot.

16) Governing Law

The 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.