



# General Terms and Conditions

Version 3

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## Definitions

- 1.1 "BT" means British Telecommunications plc.
- 1.2 "Customer" means the person, sole trader, partnership, legal entity, professional, company, or association, who has agreed to enter into this Agreement with Unicom.
- 1.3 "Customer Equipment" means any equipment, the property of the Customer or rented by the Customer from a third party, connected to the public telephone network and used by the Customer in order to use the Service.
- 1.4 "Initial Fixed Supply Period" means the minimum period during which Service is provided as agreed between the Customer and Unicom, which shall commence on the day that Service is first provided.
- 1.5 "Network" means a telephone network of Unicom, over which Service is provided pursuant to this Agreement.
- 1.6 "Number" means the telephone line(s) and/or CLI(s) over which Service is provided to the Customer.
- 1.7 "Rate Schedule" means the schedule of charges applicable from time to time in respect of the Usage Charges.
- 1.8 "Service" means line rental, direct or indirect access telecommunication service and/or any other services provided by Unicom to the Customer.
- 1.9 "Standard Variable Rate" means a rate approximately equal to BT standard business prices, including but not limited to, BT's standard business call charges, minimum call charges, connection charges, line rental charges, and network features charges.
- 1.10 "Subsequent Supply Period" means any fixed period as agreed between the Customer and Unicom, during which Service is provided, subsequent to the Initial Fixed Supply Period.
- 1.11 "Supply Period" means the Initial Fixed Supply Period, Subsequent Supply Period, or any other period during which Service is provided.
- 1.12 "Unicom" means Universal Utilities Ltd.
- 1.13 "Usage Charges" means the charges made by Unicom to the Customer for the provision and use of the Service.

## Service

- 2.1 Unicom will procure Service to the Customer subject to the terms of this Agreement. Unicom, or its principals, may at any time without notice vary the Service for technical, operational or other reasons within its entire discretion.
- 2.2 Unicom will use reasonable endeavours to procure a continuous high quality Service in accordance with the terms and conditions set out herein.

## Charges & Payment

3.1 Unicom will make Usage Charges in accordance with its Rate Schedule.

3.2 Unicom may vary its Rate Schedule in accordance with clause 9.6, but subject to the Customer's right to terminate referred to at clause 8.1(d).

3.3 Usage Charges for Service provided by Unicom at any time other than the Initial Fixed Supply Period or Subsequent Supply Period shall be charged at the Standard Variable Rate.

3.4 Invoices are due for payment by Direct Debit 14 days after the invoice date. If an invoice is not paid by Direct Debit 14 days after the invoice date, then the Usage Charges for Service to which that invoice relates, together with all other Usage Charges for Service to be invoiced for during the remainder of the Supply Period shall be charged at the Standard Variable Rate.

3.5 If invoices are not paid by monthly Direct Debit 14 days after the invoice date, any collection costs incurred by Unicom, including administration charges, will be charged to the Customer.

3.6 Interest will be charged on unpaid invoices from the due date until payment at a rate of 1.5 per cent per month or part thereof.

3.7 Value Added Tax, or any other levy or tax, at the rate prevailing will be added on to all sums due to Unicom, which are quoted as exclusive of Value Added Tax, or any other levy or tax.

3.8 The Customer shall not be entitled to delay or withhold payment or claim any set off against any payment due hereunder in respect of any claim or complaint, which the Customer may have for any reason whatsoever. Any payments made by the Customer to Unicom, including payments made for other services that the Customer may receive from Unicom, may be applied by Unicom as it deems fit.

3.9 The Customer agrees that Unicom may make credit status enquiries. Subject to credit status, Unicom may require a pre-payment or a non-interest bearing deposit.

3.10 In the event of any action taken by Unicom in relation to any charges due from the Customer to Unicom whatsoever, the Customer shall reimburse and indemnify Unicom, with and in respect of all expenses relative thereto, including all legal charges and professional fees on a full indemnity basis.

3.11 Usage Charges shall be invoiced monthly in arrears or monthly in advance, depending on the nature of the Usage Charges (normally, calls will be invoiced monthly in arrears and fixed monthly charges, including line rental, will be invoiced monthly in advance). Usage Charges may be required to be pre-paid by way of deposit. Usage Charges may relate back to months prior to the previous month.

3.12 In the event that the Customer fails to provide Unicom with at least 30 days notice of any change in personal details of the Customer including change of address, in accordance with clause 4.1(g), then the Customer shall pay all Usage Charges in respect of the Number until 30 days after notice of any such change has been given by the Customer.

## Obligations

4.1 The Customer undertakes:

- (a) To use the Service in accordance with the reasonable instructions of Unicom or its principals;
- (b) Not to use the Service in any improper or unlawful manner or in any manner which may cause offence;
- (c) To allow Unicom or its duly appointed agents access to the Customer's premises for the purposes of installation, programming and maintenance, or for any other reason whatsoever;
- (d) To ensure that the Customer Equipment is in good working order and is maintained by a competent maintainer or service provider;
- (e) To use only BABT approved Customer Equipment, all Customer Equipment must comply with all relevant legislation relating to its use from time to time;
- (f) To pay for all Service provided by Unicom within the time limits and in the manner set out herein and to be responsible for the usage of the Service, whether the use of the Service has been authorised by the Customer or not (and the Customer agrees that Unicom is not obliged to monitor the level of telephone calls and/or report unusual telephone call patterns);
- (g) To inform Unicom, giving at least 30 days written notice, of any changes in personal details of the Customer including change of address, in accordance with clause 9.10;
- (h) Not to in any way whatsoever modify the programming of the Customer Equipment, where the Customer Equipment has been programmed with access codes by Unicom;
- (i) Not to in any way whatsoever, cause calls to be routed over any networks, other than the Network (save in respect of calls to the exempt numbers, notified to the Customer from time to time);
- (j) To pay all Usage Charges charged at the Standard Variable Rate in accordance with clauses 3.3 and 3.4;
- (k) At its own expense, to terminate any existing contracts (with alternative suppliers) which provide the Customer with services similar to the Service;
- (l) Not to enter into any contracts with alternative suppliers to provide the Customer with services which are similar to the Service, other than in accordance with clause 8.1(a);
- (m) To provide Unicom with explicit consent to allow telecommunication service providers, including BT, to disclose relevant information about the Customer to Unicom;
- (n) Not to claim any ownership rights over any Number, nor to attempt to sell or agree to transfer any Number provided to it.

## **Faults**

5.1 Unicom will use reasonable endeavours to report to its principals any fault on the Network, which is reported to it by the Customer. Unicom shall not be liable to the Customer for any losses incurred as a result of a fault on the Network, or as a result of any delays in repairing a fault on the Network.

5.2 Unicom shall not be liable to the Customer for any losses incurred as a result of any interruption to the Service.

5.3 If a fault is caused by the Customer Equipment, by breach of this Agreement by the Customer, or by the Customer's negligence, or if a fault occurs on the Customer's premises or land, then Unicom may recover all reasonable costs incurred from the Customer.

## **Suspension of Service**

6.1 Unicom shall be entitled to suspend Service in order to maintain or improve the Network or if obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, Regulatory or Administrative Authority, or by its principals, or for any other reason whatsoever.

6.2 Unicom will use reasonable endeavours to give the Customer notice of such suspension as reasonably practicable.

6.3 Unicom shall be entitled to suspend any part of or all of the Service without notice in the event that any payments are not made within 14 days of the invoice date, or are not made by Direct Debit. Such suspension will not affect the Customer's obligation to pay for the Service during the period of suspension or thereafter, and will not affect Unicom's rights to charge a termination fee.

## **Liability**

7.1 Unicom shall not be liable to pay any termination fees or other charges payable to the Customer's previous supplier(s) of telecommunication services.

7.2 Neither party shall be liable to the other for any consequential losses arising from or in connection with the Agreement.

7.3 Neither party's liability in respect of death or personal injury caused by or arising from that party's negligence is affected by anything in this Agreement.

7.4 Unless warranties, representations, agreements, terms or conditions, either express or implied, including as to merchantability and fitness for purpose, are expressly set out in this Agreement, then such warranties etc. are expressly excluded.

7.5 In particular, no warranties, representations, agreements, terms or conditions, either express or implied, are given by Unicom as to the quality of Service provided, which is determined by matters within or outside the control of Unicom.

## Termination

8.1 This Agreement will remain in force:

- (a) for the Initial Fixed Supply Period and will continue thereafter until terminated, by the Customer giving to Unicom not less than 3 months written notice, to expire at the end of the Initial Fixed Supply Period or any Subsequent Supply Period, and the Customer arranging for Service to be transferred to another supplier of telecommunication services or the Customer requesting Service to be ceased within 30 days following the end of that Supply Period, if the Initial Fixed Supply Period or Subsequent Supply Period ends on or before 31 December 2012; otherwise this Agreement will remain in force for the Initial Fixed Supply Period or any Subsequent Supply Period and will continue thereafter until terminated by the Customer arranging for Service to be transferred to another supplier of telecommunications services or the Customer requesting Service to be ceased, or,
- (b) until the Customer has committed a material breach of this Agreement (including but not limited to none payment of any invoices by Direct Debit within 14 days of the invoice being raised, and none compliance with this Agreement due to ceasing to be responsible for the Number, e.g. when closing, or moving the premises of, the business), or,
- (c) until the Customer has a Receiver, Administrative Receiver, Liquidator or Supervisor of a Voluntary Arrangement appointed over it, or over any part of its undertaking or assets or a resolution is passed for its Winding Up, or if an Administration Order is made, or if it enters into a Voluntary Arrangement with its Creditors, or ceases or threatens to cease to carry on business, or,
- (d) until in the event that changes in the Rate Schedule in any one calendar year increase the average Usage Charges by more than a cumulative total of 10 per cent over the increase in the Retail Price Index, and the Customer has given notice to terminate within 14 days of the date of the notice of variation.

8.2 Unicom may suspend Service in circumstances where it could terminate this Agreement or when the Customer has failed to pay any amount due or it reasonably believes that the Customer will fail to pay any amount due or to become due and any such suspension will be without prejudice to the right to terminate.

8.3 In the event of the Agreement being terminated pursuant to clauses 8.1(b) or 8.1 (c) then the Customer shall pay to Unicom a termination fee to be calculated in accordance with the Agreement between the Customer and Unicom, which the Customer has agreed represents a fair and reasonable estimate of the losses, costs, and expenses, which Unicom would suffer in the event of the Agreement being terminated pursuant to clauses 8.1 (b) or 8.1 (c).

## General

9.1 The Customer may not assign or transfer this Agreement or any rights hereunder to any third party, without the prior written consent of Unicom. Unicom may assign or transfer this Agreement or any rights hereunder.

9.2 Unicom shall not be liable for breach of its obligations under this Agreement to the extent that such breach is caused by flood, fire, accident, explosion, strike, war, embargo, Government restriction, Act of God, inability to secure materials, industrial dispute or any other cause beyond the parties' reasonable control including in particular acts or omissions of other providers of telecommunication services.

9.3 The remaining parts of this Agreement shall remain in full force in the event that any part of this Agreement shall be invalid, illegal or unenforceable, as if the unenforceable part had been omitted from the original Agreement.

9.4 All the terms of this Agreement are set out herein. Neither party has relied upon any representations, assurances or other agreements, whether verbal or otherwise, unless set out herein.

9.5 In the unlikely event that you have a complaint about the service received, please refer to our website [www.switchingon.com/complaintscodofpractice.pdf](http://www.switchingon.com/complaintscodofpractice.pdf) for details about our complaints procedure.

9.6 Unicom may change the terms and conditions of this Agreement upon giving 14 days notice.

9.7 All changes made under clause 3.2 and/or clause 9.6 will be advised either in writing or on Unicom's website [www.switchingon.com](http://www.switchingon.com) or any other website used by Unicom as its principal website or any other website notified to the Customer to be used for this purpose.

9.8 No waiver by either party shall constitute any variation to this Agreement.

9.9 Singular words shall be construed as including words of the plural and vice versa.

9.10 Any notices given by the Customer under this Agreement shall be made in writing and sent by registered post. Any notices given by Unicom under this Agreement shall be published on its principal website, or sent by post, email or fax. The address for service shall be the address given overleaf for each party, unless changed; in which case, notice of change shall be given in accordance with the terms of this clause, subject to clause 4.1(g).

9.11 This Agreement shall be governed by and interpreted in accordance with the Laws of England.

9.12 Any unresolved dispute, which may arise under, out of or in connection or in relation to this Agreement, shall be referred to the exclusive jurisdiction of the Manchester County Court.