



Terms and Conditions

DEFINITIONS

"the Act" means the Telecommunications Act 1984 and any amendments to the Act that may be made from time to time or any subsequent substitution thereof

"the Agreement" means the agreement between Ventelo and the Customer for the provision of the Services in accordance with these terms and conditions

"Commencement Date" means the date the Customer signs and accepts these Terms and Conditions as indicated overleaf

"Customer" means the customer whose details are set out overleaf

"Direct Access Customer" means a Customer who is directly connected to a telecommunications operator by wire, fibre or radio link to connect that Customer to the public telecommunications network

"Ventelo" means Ventelo Limited (Company No: 4410323) whose registered office is at Marsland House, Marsland Road, Sale M33 3LX

"the Minimum Term" means the period of 30 days from the Commencement Date

"the Services" means Ventelo's provision of telephony services as listed and described in Ventelo's product literature and publications from time to time

1. THE SERVICE

1.1 Ventelo undertakes to provide the Customer with such of Ventelo's Services as are requested overleaf.

2. DURATION

2.1 This Agreement shall come into existence on the Commencement Date and, subject to clause 8 of this Agreement, shall continue for the Minimum Term and thereafter until terminated by either party upon the giving of three months' prior written notice to the other, to be sent by recorded delivery mail in accordance with clause 9.4.

3. USE OF THE SERVICES

3.1 The Customer shall be responsible for the safe keeping and safe use of the Services and any related equipment after installation of the Services and the Customer undertakes in particular:

(a) Not to cause any attachments other than those approved for connection under the Act to be connected to the equipment supplied hereunder.

(b) Not to contravene the Act or any other relevant regulations or licences.

3.2 Customer apparatus shall at all times conform to the standard or standards (if any) for the time being designated under the Act and Ventelo shall not be under any obligation to connect or keep connected any Customer apparatus if it does not comply or if in the reasonable opinion of Ventelo it is likely to cause death, personal injury, damage or to impair the quality of any Services provided by Ventelo.

3.3 The Customer undertakes to use the Services in accordance with the Act. Without limitation the Customer undertakes to use its reasonable endeavours not to use the Services:

(a) As a means of communication for a purpose other than that for which the Services are provided, and

(b) For the transmission of any material which is defamatory, offensive or of an abusive 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 this Agreement without Ventelo's prior written consent, such consent not to be unreasonably withheld.

4. ACCESS TO PREMISES AND PROVISION OF INFORMATION

4.1 To enable Ventelo to comply with its obligations under the Agreement:

(a) The Customer shall allow or procure permission for Ventelo and any other person(s) authorised by Ventelo to have reasonable access to their premises and the Services' connection points and shall provide such reasonable assistance as Ventelo requests.

(b) Ventelo will normally carry out work by appointment and during normal working hours, but may request the Customer to provide access at other times but such requests shall not oblige the Customer to provide such access.

4.2 If the Customer requests maintenance or repair work which is found to be unnecessary, the Customer may be charged for the work and the costs incurred. Ventelo will give notice that the work is considered unnecessary prior to completion and raising charges.

4.3 Wherever appropriate the Customer duly authorises Ventelo, its dealers, agents or personnel to reprogram and/or remove existing access equipment in order to provide the Services.

4.4 Wherever appropriate, the Customer duly authorises Ventelo, its dealers, agents, or personnel to complete any necessary paperwork on our behalf to initiate Carrier Pre Selection in order to provide the Services.

5. SUSPENSION OF SERVICES

In the event that the Customer is in breach of a material term of this Agreement Ventelo may at its sole discretion and upon giving the Customer written notice elect to suspend the provision of Services until further notice, without compensation.

Such notice may be given either orally or in writing, but if given orally shall be confirmed in writing. In the event that the breach of the Agreement is remedied by the Customer (if capable of remedy) within the 14 day period as set out in Ventelo's notice, then Ventelo shall recommence the provision of the Services. In the event that the material breach is not remedied within the period of 14 days, then Ventelo shall have the option of either terminating this Agreement under the provisions of clause 8.1(b) below or of continuing the Service, whichever it shall elect.

6. LIABILITY

6.1 Nothing in this Contract will exclude or restrict Ventelo's liability for death or personal injury resulting from the negligence of Ventelo or of its employees while acting in the course of their employment.

6.2 In the event that the Ventelo Service fails to operate and the Customer diverts traffic to another carrier, Ventelo will not be responsible for that carrier's charge.

6.3 Neither party shall be responsible to the other 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 Each party's liability in tort, contract or otherwise arising out of or in connection with the performance of either parties obligations under this Agreement shall be limited to £500,000 for any one incident or series of incidents and £1,000,000 in aggregate.

6.5 Neither party shall be liable to the other for any damage or loss which may be incurred 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 shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways, authorities, other public telecommunication operators or other competent authority production or supply of services by third parties.

7. CHARGES AND PAYMENT

7.1 The Customer agrees to pay Ventelo's charges within fourteen days of receipt of invoice.

Ventelo Limited

69 Wilson Street, London EC2A 2BB

Tel: 0845 634 6066

Fax: 0800 072 8117

7.2 Usage charges will be such charges for the use of the Services by the Customer as Ventelo notify to the Customer from time to time but subject to a minimum monthly call charge to be paid by the Customer of £10.00 plus VAT per month.

7.3 The Customer also agrees to pay the monthly rentals for any autodiallers supplied by Ventelo as indicated overleaf. These charges will be waived during any months in which the monthly call spend with Ventelo exceeds the amount indicated overleaf. The autodiallers remain the property of Ventelo and cannot be used for another purpose other than the carrying of Ventelo traffic.

7.4 The Customer will not procure or be party to an agreement to provide service by way of telecommunication provision via a Ventelo supplied autodialler without the permission of Ventelo in writing and the payment in full for the autodialler equipment supplied.

7.5 Usage charges payable shall be calculated by reference to any data recorded or logged by Ventelo and not by reference to any data recorded or logged by the Customer.

7.6 Ventelo reserve the right to charge daily interest on amounts outstanding 14 days after invoice until payment in full is received, at a rate equal to 2 percent per annum above the Barclays Bank Plc Base Lending Rate current from time to time, whether before or after judgment. Interest shall continue to accrue notwithstanding termination of this Agreement.

7.7 All sums referred to in this Agreement are exclusive of Value Added Tax and any other taxes of a similar nature which may from time to time be introduced.

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 (appointed other than for the purpose of amalgamation or reconstruction of a solvent company), trustee in bankruptcy, administrator, receiver or receiver and manager is appointed in respect of the whole or any 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, or other circumstances arise which entitle a Court or creditor to appoint a receiver or 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, Ventelo (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 telecommunications system and connect it to the Ventelo system is revoked, amended or otherwise ceases to be valid.

8.3 In the event that the Customer terminates this agreement after the Minimum Term and fails to give three months' written notice in accordance with clause 9.4, Ventelo reserve the right to raise a charge to recover its lost revenue for the short notice given, up to a maximum sum equal to three times the Customer's arithmetic average monthly bill and based upon the Customer's last three full calendar month's bills, together with a termination fee of £30 plus VAT in addition to all reasonable third party costs incurred by Ventelo in securing payment of such charges and fees. The Customer shall also pay any outstanding bills for Services received.

8.4 In the event that the Customer terminates this Agreement during the Minimum Term, Ventelo reserve the right to raise a charge to recover its lost revenue for the remainder of the Minimum Term, being a maximum sum equal to the arithmetic average of the Customer's monthly bills prior to termination and based upon the Customer's last three full calendar month's bills, multiplied by the number of complete calendar months left in the Minimum Term after the date of termination (but including the month in which the date of termination falls), together with a cancellation fee of £30.00 in addition to all reasonable third party costs incurred by Ventelo in securing payment of such charges and fees. The Customer shall also pay any outstanding bills for Services received.

8.5 If a Direct Access Customer terminates this Agreement for the provision of directly connected Services without giving prior notice in accordance with clause 2, or if Ventelo terminate due to the Direct Access Customer's material breach of Agreement, Ventelo [reserves the right to charge the Direct Access Customer for the reasonable costs incurred by Ventelo in respect of the installation of such Direct Access Service and ancillary equipment] [OR Ventelo reserves the right to charge the Direct Access Customer for the monthly [connection] fees for the Direct Access Service which would have been payable by the Direct Access Customer if full notice had been given] together with a termination fee of £30 in addition to all reasonable third party costs incurred by Ventelo in securing payment of such charges and fees. The Customer shall also pay any outstanding bills for Services received.

8.6 Any dialler equipment supplied by Ventelo remains the property of Ventelo and must be made available for collection in the event of termination. Failure to make the equipment available may result in reasonable charges for that equipment.

9. GENERAL

9.1 This Agreement represents the entire understanding between 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 hereto. Neither party excludes or seeks to exclude liability to the other by reason of fraud or fraudulent misrepresentation pursuant to this clause 9 or any other clause of this Agreement.

9.2 Failure by either party to exercise or 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 or any other right on any later occasion.

9.3 Any notice, invoice or other document which may be given by Ventelo under this Agreement shall be deemed to have been duly given if left at or sent by post to an address notified to Ventelo in writing by the Customer as an address to which notices, invoices or other documents may be sent, or the Customer's usual or last known place of abode or business, or if the Customer is a limited company, its registered office.

9.4 Any notice which may be given by the Customer to Ventelo under this Agreement shall be given by prepaid recorded delivery letter to such address as is shown on the last invoice rendered to the Customer or such address as Ventelo may prescribe for this purpose.

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.

10. THIRD PARTY RIGHTS ACT

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.



ventelo

VENTELO INDIRECT CUSTOMER APPLICATION FORM

ventelo

