

## 1 Definition

'Calls' means signals, messages or communications transmitted via your Telecommunications system.

'Commencement Date' means the date we first provide you with the Service.

'Due Date' means the date that has been specified on an invoice by which you must pay amounts owed.

'Service' means the call routing service we provide to you under the terms of this Agreement.

'We', 'our', 'us' and 'Sterling Telecom Ltd' means Sterling Telecommunications Ltd.

'Sterling Telecommunications Ltd Network' means services offered via the public switched Telecommunications network, which we supply to you.

'On-Site Equipment' means data collection and call routing device or other Equipment belonging to Sterling Telecommunications Ltd situated at your premises.

'Order Form' means our order form signed by you and us.

'Service Agreement' means our service agreement that you have signed for us to provide Telecommunications services to.

'Our Equipment' means any equipment belonging to Sterling Telecom Ltd, which we use for providing the Service and includes any On-Site Equipment.

'Premises' means the premises specified in the Order Form or other premises at which we agree to provide you with the Service.

'You' means any person, company or other entity with whom Sterling Telecommunications Ltd makes a contract for the provision of the Service and any person appearing to act with your authority.

'Eligible Business' means a business that has 10 or more employees or their Telecoms annual spend is £3000.00 or more, (a business that has taken a free installation of digital lines is deemed to be an Eligible Business)

'Your Equipment' means your PABX and any software, hardware, or other equipment not supplied by Sterling Telecommunications Ltd under this Agreement.

## 2 The Service

2.1.1 Sterling Telecommunications Ltd agrees to

2.1.2 Route or carries selected Calls over selected carrier's phone service.

2.1.3 Use its reasonable efforts to provide a dependable and efficient service for you in accordance with this Agreement and correct any failure in the Service as soon as possible after it is brought to our attention

2.2 You agree to give us any information we need and allow us and our agents to use that information for credit checking or other purposes

2.2.1 Not use, or allow anyone to use the Service in a manner or for a purpose that is illegal, unlawful or offensive or which may cause damage to the Sterling Telecommunications Ltd Network.

2.2.2 Only use the On-Site Equipment according to instructions issued by us, and not modify, re-program, add to, maintain or repair the On-Site Equipment, nor attach to it any equipment not approved for connection by the Telecommunications Act 1984.

2.2.3 Pay the full amount (plus VAT) that is payable by you in respect of the Service as shown on each invoice by the Due Date.

2.2.4 To co-operate with us in all reasonable ways including providing: access to the Premises, services (electricity, water, etc) at the Premises, permits for personnel and equipment to enter and leave the Premises, licenses and permits for the work to be undertaken at the Premises, security at the Premises, your authorised representative and information on special dangers or risks at the Premises.

## 3 Equipment

3.1.1 In relation to our equipment

3.1.2 We may install On-Site Equipment at the Premises and connect to your telecommunications system

3.1.3 You must obtain any necessary permission needed from any third party before the installation of the On-Site equipment.

3.1.4 You authorise us to enter the Premises for the purpose of enabling us to inspect, install, connect, test, monitor, replace or remove any On-Site Equipment.

3.1.5 You will provide suitable accommodation and environmental conditions at the Premises, an electrical main supply and all necessary connections and fittings to meet our requirements.

3.1.6 You are responsible for the security and safe use of the On-Site Equipment at the Premises and shall be liable to Sterling Telecommunications Ltd for any loss or damage to the On-Site Equipment except to the extent that such loss or damage is caused by our negligence.

3.1.7 If you lose damage or otherwise fail to return any equipment upon termination of this Agreement, you will have to pay Sterling Telecom the cost of replacing any such equipment.

3.1.8 You will not attempt to sell, charge, hire out or give up possession of the On-Site Equipment.

3.2 In relation to your Equipment

3.2.1 You will if we request arrange for your Equipment to be re-programmed in accordance with any instructions we give you to enable us to provide you with the Service. 3.3 You will make sure that your Equipment is in good and safe working order.

3.3.1 We do not accept any liability for any failure or fault in your Equipment that result in us being unable to provide the Service.

3.4 Fault Repair

3.4.1 We do not guarantee that the Service will be free of faults but we will attend to faults reported to us and caused by our Equipment.

3.4.2 Where no On-Site Equipment is installed we request you to have your own maintainer check your Equipment to locate the cause of the fault and if this is due to our Equipment, we will attend to such faults.

3.4.3 If you or your maintainer report a fault to us and no fault is found or if the fault is discovered not to be caused by our Equipment we may charge you for any work we do in response to the complaint.

## 4 Charges

4.1.1 We reserve the right to increase or decrease our charges and/or introduce new charges from time to time. If we increase any of our charges (except in so far as may be necessary to reflect any increase(s) in the cost of us providing line rental services and related services or changes in VAT government legislation. Except out of contract rate charges), and we believe that increase is likely to be to your significant disadvantage (i.e. overall increase of more than 10% to the amount we are charging you) we will give you at least 14 days prior

notice, and in such circumstances you may cancel the service to which the increase relates with immediate effect by notifying us before any increase takes effect. In all other circumstances, you will be notified of any price changes on your next monthly bill. Continued use by you of the service beyond 14 days' notice shall constitute acceptance by you of the price changes. Where we have installed lines free of charge and you wish to cancel that service due to a price increase in the line rental services you will need to pay a pro-rata percentage of the initial cost of providing that service before this agreement can come to an end.

4.1.2 The charges for your use of the Service will be calculated according to the prices agreed at the time the Service was used.

4.1.3 A Minimum call charge of 2p will be applied to all Local/National/Mobile/International and Non Geographic calls, unless stated otherwise in your agreement.

4.2 We will send you an invoice each month and payment will be made by Direct Debit on or before the due date.

4.3 If payment is not received by the Due Date we may without prejudicing our other rights bar you making further use of the Service and we may charge interest calculated daily, at a rate of 3% above the base rate of our Bank on any amount you fail to pay by the Due Date (whether before judgment or after) until we receive payment of the full amount. You agree to pay any fees or expenses incurred by us in attempting to collect any amount owed by you including any late payment charges.

4.4 By giving us your bank details you are agreeing to pay all charges in connection with the services by direct debit and authorizing Sterling Telecom to deduct each month sufficient funds from your nominated bank account to pay for the services requested and/or used by you each month. In the event our request for payment is rejected due to insufficient funds or cancellation, you will be charged a £10 administration charge on your next monthly statement.

4.5 The charges due shall be as calculated by our Equipment and not by any of your own or rented apparatus.

4.6 In the event that any sum owed by you to Sterling Telecommunications Ltd under this, or any other contract with Sterling Telecommunications Ltd is not paid by the due date we may deduct such sum from any sum payable to you.

4.7 We may also collect any overdue payment from any debit, credit card or direct Debit whose details you have provided to us at any time in connection with the payment of any goods or services from us or otherwise.

4.8 We may require you to pay a deposit (of such amount as we think fit) as security for the payment of any future bills. We are entitled to retain the deposit until the discharge of all liability of you to us. We may use all or part of the deposit to pay any sums due from you to us.

4.9 Should you terminate your contract prior to your contract date, then we reserve the right to charge any Directors for the outstanding monies owed and this will become payable before your lines are able to be moved away from Sterling Telecom.

## 5 Duration and Termination

5.1 For the duration of this agreement you are not entitled to use any other service provider or network to carry any of your outbound call traffic on any lines and/or telephone numbers to which this Agreement relates. In the event we become aware that you are doing so, we shall be entitled at our discretion to apply a surcharge per month to the cost of each service we are supplying under this Agreement.

5.2 Any date specified by us as the commencement date for the supply of the Service is only an estimate and we do not accept any liability for failure to meet that date.

5.3 The Contract term on Telephone Lines and Calls and any other service on our Network are based on a 36 month agreement. If you are an Eligible Business then you may cancel this agreement by providing Sterling Telecom in writing on your headed company paper by registered/recorded delivery with 90 days written notice before the end of your contract date. This contract will continue for a further 36 month agreement if no notice is given by the due date. Cancellation requests will only be accepted once Sterling Telecom has confirmed receipt of your notice

If you cancel during your contract you agree to pay our termination fee, this is calculated as per our Code of Practice. A copy of this is also available on our website: [www.sterlingtelecom.co.uk](http://www.sterlingtelecom.co.uk). If you have received from Sterling Telecommunications Ltd any financial contribution towards termination fees or charges from your previous supplier or if we have installed any lines free of charge, then this payment will be charged back to the customer on a pro-rata basis.

5.2(a) if you are not an Eligible business then the Contract term on Telephone Lines and Calls and any other service on our Network are based on an initial 36 month agreement. At the end of this MCP you can terminate this agreement by providing Sterling Telecom in writing on your headed company paper by registered/recorded delivery by giving not less than 90 days notice. Cancellation requests will only be accepted once Sterling Telecommunications Ltd has confirmed receipt of your notice. If you cancel during your contract you agree to pay our termination fee, this is calculated as per our Code of Practice. A copy of this is also available on

our website: [www.sterlingtelecom.co.uk](http://www.sterlingtelecom.co.uk). If you have received from Sterling Telecom any financial contribution towards termination fees or charges from your previous supplier or if we have installed any lines free of charge, then this payment will be charged back to the customer on a pro-rata basis.

5.2(b) If Sterling Telecommunications Ltd agrees a tariff change for this customer, add additional telephone numbers or sites or any other services – then the date of the agreement will change and your agreement date will commence from this new date and continue for the as per 5.2.

5.4 Sterling Telecommunications Ltd may, without prior notice, cancel this agreement if: (a) You are in breach of any term of condition of this Agreement or, (b) You are insolvent or unable to pay your debts or became bankrupt, enter into voluntary or involuntary liquidation, have a receiver, trustee or manager appointed in respect of all or any of your assets, or have a bankruptcy order presented or winding up petition or order filed. (c) We become unable to continue to offer the service

5.5 Upon cancellation of this Agreement all amounts you owe under this Agreement shall be immediately due and payable in full. Cancellation of this Agreement is without prejudice to any accrued rights of either of us.

5.6 If either of us delays in acting upon a breach of contract by the other that delay will not be regarded as a waiver of that breach. If either of us waives a breach of contract by the other that waiver is limited to that particular breach.

5.7 Sterling Telecommunications Ltd may, without prior notice, suspend the Service if you are in breach of any part of this Agreement.

5.8 We believe the service is being used in an unauthorized way for criminal activities or is in contravention of the act and any other relevant licenses or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature; or if you fail to pay any of our proper charges when due or commit a substantive breach of this agreement.

5.9 In the above cases this agreement does not come to an end and you are still liable for all monthly (or other periodic) charges including line rental charges due during any period of suspension. In certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled. If you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded. Any stored voicemail greetings or messages will be lost.

5.10 If your services continue after your notice period, then your calls and services will automatically continue and you will revert to our out of contract tariff charges and this will continue until such times as they are discontinued with Sterling Telecommunications Ltd.

## **6 Warranties and Limitation of Liability**

6.1 We do not warrant that the Service will be continuous or faultfree.

6.2 This Agreement does not exclude or restrict our liability:

6.2.1 For personal injury or death resulting from our negligence or our employees acting in the course of their employment

6.2.2 Arising from any defect in our Equipment to the extent we are liable under the Consumer Protection Act 1987.

6.2.3 You accept that the prices do not contain a premium sufficient to cover Sterling Telecommunications Ltd' risk of unlimited liability under the Agreement and that a limitation on our liability is therefore reasonable. Sterling Telecommunications Ltd's liability under this agreement arising from any cause at all (other than for death or personal injury) and for whatever form or loss of damage including the negligence of Sterling Telecommunications Ltd our employees, agents or contractors shall be limited to a maximum amount of £100,000 for all events occurring in any twelve month period.

6.3 Sterling Telecommunications Ltd shall have no liability to you or any other party in contract, tort or otherwise for consequential or indirect loss or damage of any nature including but not limited to loss, corruption or re-creation of data or any form of loss of revenue, profit business or anticipated savings.

6.4 Neither of us will be liable to the other for any breach of this Agreement caused by an event beyond your or our reasonable control.

6.5 Paragraphs 7.1 to 7.5 set out our entire liability to you in relation to this Agreement. All other express or implied terms, conditions or warranties statutory or otherwise are hereby excluded. The provisions of paragraph 3 shall continue to apply when this Agreement is cancelled or expires.

6.6 You must indemnify us against all liabilities, claims, damages, losses and proceedings arising out of or related to any failure by you to comply with your obligation under clause 2.

## **7 Telephone and Access Numbers**

7.1 If Sterling Telecommunications Ltd allocates any telephone number or access number to you for the purpose of providing the service you acknowledge that you do not acquire any right to the number and that we may withdraw or change the number at any time.

7.2 All numbers including any Non Geographical numbers allocated by Sterling Telecom shall remain the property of Sterling Telecommunications Ltd.

## **8 Force Majeure**

8.1 If either you or us are affected by Force Majeure the affected party will inform the other party of the nature and extent of the circumstances in question promptly.

8.2 Neither you or us shall be in default or liable to the other party for any delay in performance or non-performance of any obligations under this Agreement caused by Force Majeure and notified to the other party and the time for performance of that obligation shall be extended accordingly.

## **9 General**

9.1 There may be occasions when we are unable to provide the services because of something outside our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative carrier or network then we will not be responsible for that carriers charge for services from us pursuant to this agreement.

9.2 (a) the terms and conditions set out in the entire agreement between us are for the use of the Services that Sterling provide. (b) You confirm that by using our services for calls, line rentals and any of our other services and by receiving a monthly Invoice from us, that you accept our terms and conditions and this forms your contract and agreement with Sterling Telecommunications Ltd. (c) Sterling Telecommunications Ltd reserves the right to change customer's terms and conditions by advising them by post /email or fax at any time during this agreement.

9.3 We each agree to keep all information obtained under this Agreement strictly confidential except:

9.4 As permitted under this Agreement

9.5 The provision of the Service to you

9.6 Those that either are required to make by statute or regulation

9.7 Any information in the public domain other than as a result of a breach of this Agreement.

9.8 Information in the possession of the receiving party before such disclosure has taken place.

9.9 Information obtained from a third party who is free to disclose the same.

9.10 We will send any notice or invoice to the last address of which you notify us.

9.11 Notice by you to Sterling Telecommunications Ltd must be given in writing to either our main office or our registered office by Recorded/registered delivery and a confirmation of this must be received from Sterling Telecommunications Ltd.

9.12 You may not assign or transfer this Agreement or any part of this Agreement though you may sub-contract your obligations to maintain Your Equipment to the Designated Maintainer. Sterling Telecommunications Ltd shall have the right to assign, sub-contract or otherwise deal with all or any of our rights and obligations under this Agreement to any party upon serving written notice on you.

9.13 This Agreement is governed by and subject to the law of England and Wales and the exclusive jurisdiction of the English courts and supersedes all understandings, representations and prior agreements between you and us.

9.14 Sterling Telecommunications Ltd can take no responsibility if you break a contract with a previous provider. The terms and conditions for our service shall remain in force until the contract date ends.

9.14 Sterling Telecommunications Ltd does not accept any liability for any failure to carry out its obligations under this Agreement due to matters beyond our control.

9.15 Headings in this agreement are for guidance only and if any part of this agreement shall be held to be invalid the other conditions shall continue in full force and effect.

9.16 We may share your information with credit reference agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors. Such agencies can share this information with their customers.

9.17 If you telephone us, or if we telephone you, your call may be monitored or recorded.

9.18 Your personal data will be securely held and will not be disclosed to third parties for their marketing purposes.

9.19 We may contact you in future to give you information about any of our services, which we believe may save you money unless you have opted out as before.