

# Terms & Conditions for the provision of Telecoms Services by P2C Communications Ltd

## 1. DEFINITIONS

"Account" means the record of all Charges due from a Customer.

"Agreement" means the agreement between P2C Communications Ltd and the Customer in respect of the Services incorporating these terms and conditions.

"Operator" means 2Circles, Openreach, Easynet, TT-Business, Virgin Business etc, BE/O2 Business, P2C-Net, P2C-Voice.

"Charges" means the charges payable in respect of the Services (as amended from time to time in accordance with clause 5.3 below) as set out in the Customer Order Form or as otherwise notified to the Customer before they are incurred.

"Customer" means the party named as such on the Customer Requirements form or Registration Form to whom P2C Communications Ltd agrees to provide Services and by whom Charges are payable by Standing Order, BACs or Cheque.

"Customer Order Form" means P2C Communications Ltd customer application form completed by the Customer.

"CPS" means Carrier Pre-Selection, a service provided by Operator to enable the connection of the Customers Telephone Numbers to P2C Communications Ltd.

"P2C Voice" Is our cloud based telephone system for businesses, connecting via the internet to offices and locations nationally or globally.

"P2C Net" Is a direct interface to multiple Telecommunications Networks like the internet.

"Order" means a Customer's order for services made on a Customer Application Form or otherwise notified to P2C Communications Ltd by the Customer.

Contract Period" means twelve months unless otherwise defined otherwise, renewing automatically if 1 months advance written cancellation is not provided by the Customer within or before month their annual contract.

"Services" means connection to the Telecommunications Network and provision of other telecommunications services as set out in one or more Customer Order Forms for the Customer or otherwise notified in writing by P2C Communications Ltd to the Customer.

"Telecommunications Network" means the public and private telecommunications systems accessed by the Telephone Number or by which the Services are made available.

Telephone Number" means the telephone number or numbers connected to the P2C Communications Ltd system on instructions from the Customer

" P2C Voice " or "P2C Net" means P2C Communications Ltd & or any affiliated or subsidiary Companies.

## 2. PROVISION OF SERVICES

2.1 P2C Communications Ltd agrees to provide Services to the Customer on the terms and conditions of this Agreement once P2C Communications Ltd has accepted the Customer's Order. P2C Communications Ltd will have accepted the order when P2C Communications Ltd first provides the Services to the Customer.

2.2 The Services are supplied subject to all limitations of the Telecommunications Network.

2.3 Each Order will with these terms comprise of a separate contract between the parties unless the order specifies that it is an amendment loan existing contract.

2.4 Where an Order covers more than one Telephone Number each Telephone Number shall be deemed the subject of a separate and severable Agreement.

2.5 Unless otherwise requested, P2C Communications Ltd will provide the Services using CPS

## 3. P2C COMMUNICATIONS LTD RESPONSIBILITIES

3.1 P2C Communications Ltd will use reasonable endeavours to provide the Services but P2C Communications Ltd shall not be liable for any failure resulting from factors outside P2C Communications Ltd control. In particular P2C Communications Ltd is not responsible for the operation of the Telecommunications Network.

3.2 P2C Communications Ltd reserves the right from time to time to improve or alter the Services as it deems appropriate, provided that such changes do not substantially change the nature of the Services.

3.3 P2C Communications Ltd will provide an after sales service (option 1) and helpdesk support contactable by telephone (01252 823161 option 3 between 8am and 6pm Monday to Friday (excluding public and bank holidays) and out of hours cover by pressing option 9).

## 4. CUSTOMER RESPONSIBILITIES

The Customer shall at all times:-

4.1 Comply with any reasonable directions or instructions (including requests for assistance or information) issued from time to time by P2C Communications Ltd in connection with the Services or any of them;

4.2 Pay P2C Communications Ltd charges under this Agreement on or before the due date for payment without set off or deduction.

4.3 Ensure in so far as is possible that P2C Communications Ltd services are not used in any unlawful, improper or damaging manner.

4.4 The Customer shall indemnify and holds harmless P2C Communications Ltd against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the Services.

## 5. CHARGES AND PAYMENT

5.1 Customer will be invoiced monthly in arrears for call charges, and advanced for rentals, all payments collected by standing order, BACs or cheque.

5.2 Charges levied are exclusive of Value Added Tax.

5.3 P2C Communications Ltd shall in respect of each Service be entitled to review and, if it so desires, vary from time to time the Charges and to introduce new charges. Varied or new charges shall take effect 30 days after written notice has been sent to the Customer detailing such variations or new charges.

## 6. P2C COMMUNICATIONS LTD LIABILITY

6.1 P2C Communications Ltd does not exclude or restrict any liability to the Customer for death or personal injury attributable to its own negligence or that of its employees or agents.

6.2 P2C Communications Ltd shall exercise reasonable skill and care in the provision of the Services.

6.3 Except as stated expressly otherwise in this Agreement, in relation to the provision of Services. P2C Communications Ltd shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms representations and undertaking, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by English law.

The Customer a proportionate rebate of such time based charges. P2C Communications Ltd shall have no other liability for failure or unavailability of the Telecommunications Network.

6.4 P2C Communications Ltd shall not be liable for any indirect or consequential losses, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated sales profits or savings, goodwill, business contracts or losses resulting from third party claims.

6.5 Notwithstanding the provisions of clause 6.3 and subject to clause 6.1, P2C Communications Ltd liability to the Customer for breach of contract shall be limited to £10,000. Any other liability shall be limited to the amount of relevant insurance cover carried by P2C Communications Ltd.

## 7. SUSPENSION OF SERVICES

P2C Communications Ltd may suspend all or part of our Services for so long as reasonably required or disconnect the service at any time without notice if:-

7.1 The Customer is in material breach of this Agreement or any other agreement between the parties and in particular in breach of clause 4 or 5;

7.2 The Customer acts in such a way or permits anything to be done which, in the reasonable opinion of P2C Communications Ltd, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network.

7.3 If required doing so directly or indirectly by law or the Operator;

7.4 The Customer is 15 days in arrears, whereupon the Customer shall remain liable for all Charges during any period of suspension attributable to the actions or omissions of the Customer.

## 8. DATA PROTECTION ACT

8.1 Information that the Customer provides to P2C Communications Ltd about private individuals relevant to P2C Communications Ltd dealings with the Customer will be stored within P2C Communications Ltd Data bases/Servers and in some cases manually recorded.

8.2 P2C Communications Ltd confirms that it will comply with the Data protection Act in relation to all personal data supplied by the Customer.

## 9. TERMINATION OF AGREEMENT

9.1 Either party may terminate this Contract immediately on notice if the other: (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or

(b) Commits a material breach of this Contract which cannot be remedied; or

(c) Is repeatedly in breach of this Contract; or

(d) Is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.

9.2 The Customer is in breach of any of the terms of this Agreement or any other agreement between the parties and does not remedy the breach within 7 days of the date of written notice from P2C Communications Ltd specifying the breach and requiring it to be remedied; or

9.3 Any licence, permission, agreement or authorisation granted to the Operator or to P2C Communications Ltd necessary for the provision of the Services is suspended, revoked or terminated.

9.4 The Customer terminating this Contract before its Minimum Period has expired must pay P2C Communications Ltd:

- (a) Any outstanding connection charges, also an average monthly call/bandwidth and or transit charge for the remainder of the contract period.
- (b) The complete rental for the remainder of the contact period

9.5 Either P2C Communications Ltd or the Customer may terminate this Agreement immediately by notice in writing if it has reasonable reason to believe that the other has or will have debts to it which will not be paid when due.

9.6 On termination the Customer will pay all charges due up to the date of termination.

9.7 Any termination of this agreement shall be without prejudice to the rights of either party accrued to the date of termination.

#### **10. GENERAL MISCELLANEOUS**

10.1 P2C Communications Ltd shall address all bills and serve any notices on the Customer pursuant to this Agreement in writing by post or by email or other means to the address set out in the Order or the Customer's registered office or any other address provided by the Customer for this purpose.

10.2 The Customer shall serve any notice pursuant to this Agreement by post on P2C Communications Ltd at its registered office address.

10.3 All documents shall be deemed served 48 hours after posting, subject to recorded delivery postage.

10.4 No failure by P2C Communications Ltd to exercise any of its rights under these terms and conditions or concession granted and shall prevent subsequent enforcement of those rights or constitute an agreement to provide the same concession again.

10.5 Subject to clause 10.6 below, the Customer acknowledges that it has not been induced to enter into this Agreement by any representations made before or on entering into this Agreement (whether made negligently or innocently or whether oral or written) and that it has only relied upon matters set out in this Agreement in deciding to enter into this Agreement.

10.6 The Customer acknowledges that the only remedy it has against P2C Communications Ltd for any misrepresentation or untrue statement shall be a claim for damages for breach of this Agreement. However, if P2C Communications Ltd has made any fraudulent representations upon which the Customer has relied, the Customer may pursue P2C Communications Ltd, and the Customer shall be entitled to all available remedies under English law.

10.7 No variation of this Agreement or waiver hereunder shall be effective unless agreed in writing by P2C Communications Ltd.

10.8 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in questions shall not be affected as a result.

10.9 The Customer shall not assign or try to assign any or all of the rights and responsibilities under the Agreement but P2C Communications Ltd may transfer its right and obligations hereunder to a new service provider in which circumstances the Customer shall enter into a new agreement in the same terms as this with the new service provider.

10.10 Where two or more persons constitute the Customer their liability is joint and several.

10.11 P2C Communications Ltd may require a variation to the terms and conditions of the Agreement if so required by legislation, or the Operator.

10.12 Any dispute as to the sum to which P2C Communications Ltd is entitled pursuant to clause 9.3 shall be referred to a single expert to be appointed by agreement between the parties or in default by the application of either party to the Director/s for the time being of the Institute of Chartered Accountants. The expert's fees will be shared equally by the parties.

10.13 This Agreement is governed by English Law and English Courts shall have exclusive jurisdiction as regards any disputes.