

Terms and Conditions

Effective Date: 20/11/2017

The term 'us' or 'we' or 'The Company' refers to 'I.T Communications Limited' whose registered office is Seedbed Business Centre, Vanguard Way, Shoeburyness, Essex, SS3 9QY. Our company registration number is 7418692. The term 'you' or 'Customer' or 'Buyer' refers to the company or person purchasing goods or services from The Company.

General Terms and Conditions

1. These terms and conditions apply to all contracts for the sale of goods and services, or provision of work for the Customer to the exclusion of any terms and conditions specified by the Customer.
2. I.T Communications Limited reserves the right to modify these terms at any time without prior notice.
3. Any modification of these terms will be deemed to be effective from the date at the bottom of this document. These terms and conditions will apply to your order once you have received your confirmation email. They will supercede any other terms and conditions in whatever form given. Please print and retain a copy of the terms and conditions once you have received your confirmation email.
4. You accept E-Mail as a valid means of communications of any agreement between you and The Company. You must check the details of any order confirmation email(s) are correct as soon as possible and you should print out and keep a copy for your records. The order acceptance email amounts to an acceptance by I.T Communications and is effective regardless of whether or not you receive / read the email.

Company Contact Information / procedures

5. Please ensure you direct any correspondence to the correct departments listed below.

For any support related issues / questions, please email support@it-communicationsltd.co.uk, you will be allocated a ticket reference and we will respond in the order of which requests are received.

For Account / Billing enquiries, please email accounts@it-communicationsltd.co.uk

Payments

6. All prices quoted are subject to confirmation at time of order and are exclusive of VAT which will be chargeable in accordance with the legislation current rates at the date of supply
7. All goods / Services purchased must be paid in advance except where a credit account has been authorised by I.T Communications. Where such credit terms apply, unless otherwise agreed, invoices must be paid within 14 days of the invoice date. The fourteen day period starts on the date shown on the invoice and finishes at close of business on the fourteenth day after that date.

No Goods or Services will be provided if this would cause any allocated credit limit to be exceeded.

8. Payment of accounts must be effected within the terms of the invoice (Payment Terms). Failure to effect payment when due will result in suspension of services without prejudice to any other remedy which the Company may have.
9. We proactively report all customer payment performance daily with Experian "the credit reference agencies".

Failure to pay the invoice within the agreed terms and conditions will result in the account being passed to the solicitors and further costs are likely to be incurred. Unpaid cheques / direct debits will incur a fee of £12.00 to cover administration and bank charges.

The Company reserves the right to charge interest at 8% per year + the current Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998 and a late payment fee for administration costs for payments which exceed our credit terms. Under the Late Payment of Commercial Debts Regulations 2002 (SI 2002 No 1674)

That sum shall be—

- (a) for a debt less than £1000, the sum of £40;
- (b) for a debt of £1000 or more, but less than £10,000, the sum of £70;
- (c) for a debt of £10,000 or more, the sum of £100.

Retention of Title

10. The Company and the Buyer expressly agree that until the Company has been paid in full for the Goods comprised in this or any other sales contract between them and all outstanding amounts due to the Company from the Buyer

(a) The Goods shall remain the property of the Company, and the Buyer, as bailee of them for the Company, will store the same for the Company in a proper manner without charge and in such a way that the goods are clearly identified as being the property of the Company, notwithstanding that the risk therein shall pass to the Buyer as provided herein;

(b) At any time the Company may recover from the Buyer the Goods remaining in the Buyer's possession, and may repossess and resell the Goods if any sum due to the Company as referred to at the beginning of this clause is not paid when due, and for the purposes thereof may enter upon any premises of or occupied by the Buyer or any third party (with the consent of that third party);

(c) The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company;

(d) The Buyer has the right to dispose of the Goods in the course of its business for the account of the Company and to pass good title to the Goods to their customers being bona fide purchasers for value without notice of the Company's rights;

(e) In the event of such disposition the Buyer or its Director(s) (if a Limited Company) has the fiduciary duty to account to the Company for proceeds thereof but may retain there from an excess of such proceeds over the amount outstanding to the Company under this or any other.

(f) The Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

(g) The Buyer encumbers or in any way charges any of the Goods. Notwithstanding the preceding condition, all risk in respect of the Goods shall be assumed by the Buyer upon delivery of the same to him.

Processing, Shipping of Orders

11. I.T Communications Limited aims to ship all items within 24 (twenty four) hours of receiving the order but the order may be delayed if the item is not in stock with our suppliers. Some items may be unavailable. We regret we are not able to supply dates when our suppliers may get an item in stock.

Credit and debit cards are debited before items are shipped by I.T Communications Limited. All prices exclude sales taxes (where applicable) unless otherwise stated at the current VAT Rate.

In most cases, we will ship products that are in stock the same day if your order is placed MON-FRI, before 3pm GMT. If your order is placed after 3pm, it will be shipped the next working day. The order should be received the next working day after we ship it. Please note that the order may be sent to you in instalments.

We make every effort to ensure that our site has up-to-date information about product availability. If an item is not in stock at the time you place an order customers may cancel the order at this stage if they wish to do so. We will take appropriate steps to reimburse any payment customers have made in respect of that order.

Returns Policy

12. The Company's liability (in contract, tort (including negligence), misrepresentation or otherwise) in respect of defects in the Goods shall be limited to the replacement or repair of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or other such compensatory measures as the Company at its discretion considers appropriate in the circumstances, and shall be conditional upon the Buyer complying with the conditions of the manufacturer's warranty (where applicable). Such measures shall relate only to the actual faulty items or their value.

Cancellations

13. No contract or order may be cancelled without I.T Communications Limited's written consent. In the event that cancellation is agreed for whatever reason, the Customer shall indemnify I.T Communications Limited against all costs, claims, loss and expenses occasioned thereby including any consequential loss and loss of profits.
14. Some products are excluded from cancellations, refunds or returns, such as software licences, minimum term contracts and any other product / service that fall within the exclusion.

All 3CX software sales are final. 3CX offers a [free edition](#) of the software to ensure the product will meet your needs without the need to purchase, there will be absolutely **NO REFUNDS**.

3CX Phone System Free edition is a fully functional product - it supports an unlimited number of extensions and does not time out.

Before deciding to purchase 3CX software, please be sure to download, install and fully test the free version.

Hosting Services

15. Cancellation of hosting services during and within contract, you will incur the full monthly rental up to and including any minimum or initial term remaining to the expiry of your hosting contract.
16. Public IP Address Assignment is valid as long as the criteria for the original assignment are met and only for the duration of the service agreement between yourself and I.T Communications. We have the right to reassign the address space to another user upon termination of this agreement or an agreed period thereafter. This means that you will have to re-configure the addresses of all equipment using the IP Ranges assigned to you by us, if you continue to require global uniqueness of those addresses.

Monthly Support Services (Minimum Period)

17. A minimum / initial contract period is applicable to all monthly support subscriptions / contracts. The minimum / initial contract term is the minimum period for which the customer must remain on and is liable for payment of their support service from the time it is activated.

Unless otherwise stated the minimum contract period is 12 (twelve) months.

After the minimum contract period, subscribers may terminate their subscription with one month's notice.

Please ensure you follow our Support procedures which can be found by going to <http://www.it-communicationsltd.co.uk/Support-Procedure>.

3CX Installation Service

18. I.T Communications Limited provides a remote 3CX Installation service for customers. The Fee for this service and for the full description / terms please see <http://shop.it-communicationsltd.co.uk/support/3cx-installation-and-setup-service.html> Please note that the fee charged is per installation and any reinstalls may be charged at the full price unless otherwise agreed.

Pay Monthly Mobile Sim Cards

19. I.T Communications do not allow SIMs to be used in any equipment which enables the routing of calls or data (including without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment, by establishing a mobile to mobile call or transmission.

Nor does it allow the use of any equipment which enables the sending of bulk SMS, voice or data services. I.T Communications reserves the right to suspend without notice should we believe that such equipment is being used. During suspension the liability for any access charges or calls will rest with the Customer.

20. Early termination fees are applicable in all cases where a cease request has been submitted and the minimum agreed terms have not been completed. This fee is determined based on the pro rata cost of line rental remaining from the subscription's date of cease up to the end of the agreement, including any required notice periods

just 30 days' notice with a single cease fee of £30 exc. VAT per subscription whether you require a PAC or disconnection. As an incentive to loyal customers, in the event numbers are active for over 24 months, the cease fee will be waived.

21. The Pay Plan and/or price list may be amended and issued from time to time by I.T Communications.

PSTN / VoIP Services

22. The subscription fee for services will be issued monthly in advance. It is your responsibility to ensure your payment details including any company name changes are accurate and up-to-date and to ensure we receive payment on the due date. I.T Communications Limited reserves the right to cancel / suspend your services if payment is not received every month and or you fail to notify us prior to any company detail changes. Which for the avoidance of doubt is not limited to "Company Name Changes", "Billing Details" that would affect the performance of your account.

I.T Communications may suspend and / or disconnect your Services at its discretion. We will normally inform you before we suspend or terminate your access to the Service.

Number Porting

23. I.T Communications allows customers to port numbers into and out of its network providing there is a porting agreements in place with the losing / gaining communications provider.

Porting Fees

Porting Numbers to our network are charged at £20.00 per number unless additional numbers are associated to the main billing number in which case the main billing number will be charged at £20.00 and the remaining numbers at £20.00 each up to a maximum of £100.

Customers wishing to port numbers away from our network is charged at £20.00 per phone number up to a maximum of £100 per number port request to cover the administrative time involved in processing the number porting request.

Ports are charged per request, rather than per successful port.

Changes to VoIP Services

24. The addition of SIP Channels, Calling Plans or Phone Numbers after any VoIP Services Contract is concluded / signed by you "The Customer" will increase the monthly fees payable and any minimum term remaining will start afresh on a new 12 month term from the date of additional services are added to the customer's account.

Credit limits

25. Where you have entered a Contract to receive any Service from us, your account is limited in any one month to an amount which may either have been set at the time of your application or at any time thereafter while you have a Contract with us ("Credit Limit"). This Credit Limit is subject to the following provisions: sections **26, 27, 28** below.
26. Customers do not automatically have a right to a credit limit and I.T Communications Limited at time of setting up VoIP Services on behalf of its customer MAY at its discretion assign to a customer's VoIP SIP Account a call credit limit which can be used to make outbound calls and any usage by the customer is repayable upon demand by I.T Communications Limited.
27. It's agreed between the customer and I.T Communications that we can review / amend / suspend or remove any such previously granted credit limits without prior written notice and at our sole discretion. In such cases were a credit limit is removed, the customer will be offered the option to pay a call credit deposit to cover the cost of calls and for any other additional services required.

Direct Debit Payment

28. We reserve the right to request that you pay for the VoIP Services by Direct Debit and you accept that your Charges may increase if you do not use this payment method. If a direct debit is dishonored or cancelled we shall be entitled to pass on to you any third party charges we incur and in addition, we may lower your Credit Limit, suspend or terminate your Service. We shall also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonored or not reinstated following cancellation.

Call Charges

29. Calls are charged per second, with a minimum charge of 1p. | All call tariff pricing is exclusive of VAT | Off peak rates apply between 6pm and 8am UTC | Call rates DO NOT vary based on your geographical

location. | Call rates are subject to change without prior notice. Please refer to <http://www.it-communicationsltd.co.uk/Call-Charges> for the latest call charges.

Security

30. You are responsible for keeping all your passwords secure, strong and confidential at all times. I.T Communications Limited cannot accept any responsibility for unauthorised calls made on your account.

You should always set and use strong passwords, for example minimum 10 characters, mixed numbers, letters and characters and not easy to guess. Beware of using your details on public networks where your details may be stored or intercepted and if you use any kind of PBX or other VoIP hardware, you must ensure that its own passwords and those of any extensions are also secure and strong.

For the avoidance of doubt, the Customer acknowledges that it has sole responsibility for all charges relating to the use of services regardless of whether such use is authorised, unauthorised, fraudulent or otherwise. The Customer must inform I.T Communications Limited as soon as reasonably practicable if it suspects that fraudulent or unauthorised use of the Services is occurring, although such notification will not limit the Customer's liability to pay the Charges.

Emergency Calls

31. Emergency calls (999 or 112) are available with our VoIP service only once customers have registered a mainland UK address, excluding users located in the Isle of Man or Channel Islands

Service Level Agreement (SLA) – Relating to SIP Trunks and Hosted Soft-Switch PBX ONLY

32. I.T Communications Limited will take all reasonable steps to restore Service in accordance with the SLA.

Neither party shall be liable to the other for failure to perform any obligation under the SLA (other than an obligation to pay) where such failure was outside such party's reasonable control, including without limitation, the consequence of natural phenomenon, war, civil disorder, inclement weather, fire, failure or shortage of power supplies, seller failure, breach, or delay, industrial disputes, acts or omissions of government, acts or omissions of other telecommunications operators, compliance with statutory obligation, or any other cause beyond I.T Communications Limited reasonable control.

I.T Communications Limited cannot and does not guarantee a fault free service. I.T Communications Limited gives no warranty that its network or Services shall be continuous, or will be free from faults. I.T Communications Limited will, however, make all reasonable endeavours to ensure that the Services are fault free and uninterrupted.

I.T Communications Limited gives no warranty or guarantee that the Service is satisfactory or suitable for the Customer's purposes, or that the Service shall be uninterrupted or fault free. All warranties relating to the Service, including implied warranties, are excluded to the extent permissible by law.

I.T Communications Limited shall not be liable for: interrupted communications or loss or corruption of data or information; or any delay in the provision of the Service or in rectifying a fault with the Service.

No failure or delay by I.T Communications Limited in exercising any of its rights under the SLA shall be deemed to be a waiver of that right and no waiver by I.T Communications Limited of a breach of any

provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision. Any waiver or breach must be expressed in writing by the party waiving such breach.

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part the other provisions of this Agreement and the remainder of the affected provision shall continue to be valid.

The rights of I.T Communications Limited under this Agreement are cumulative and in addition to any other right or remedy available to it at law or in equity. This Agreement shall be governed by and construed in accordance with the laws of England.

33. FAULT REPORTING

Category A (Critical) Faults may be reported to 01702 66 88 36 - 24 hours a day, 7 days a week. You will be asked to leave details (if outside normal office hours and a member of our technical team will be contacted as a matter of urgency. Please note that non-Category A calls will not be taken on this number outside of normal business hours Monday to Friday 9am to 5pm

Category B Faults should be reported to 01702 66 88 36 During Office Hours, We request that all out of hours faults reported by telephone be followed up with an email to support@it-communicationsltd.co.uk to ensure that details can be logged accurately.

Category C Faults are to be reported by email only to support@it-communicationsltd.co.uk

Before reporting a fault to I.T Communications Limited, the customer will carry out full and comprehensive tests to determine the extent and location of the fault. All details to be included in fault report to assist with prompt resolution. It is the responsibility of the customer to use the correct reporting method for the grade of fault to be reported.

Fault Investigation Once the fault has been logged fault investigation will begin.

I.T Communications Limited will contact and liaise as appropriate with any 3rd party carrier/operator or service provider.

Regular updates will be provided to the Customer as per agreed timescales and based on

Severity of the problem. Details of expected time to fix (if available) will also be provided by I.T Communications Limited.

34. FAULT CATEGORY

Category A (Critical):

- All inbound numbers have ceased to work.
- Termination to all destinations has ceased.

Category B:

- Customers are unable to connect to the VoIP Network.

- One, or a batch of, inbound numbers are failing.

Category C:

- Poor call quality is experienced to any destination.

35. RESPONSE TIME

From the time of reporting, the target times to respond to **Category A faults** are as detailed here:

During office hours (09:00 to 17:00 GMT, Monday to Friday) = 4 hours
Out of office hours (including public holidays) = 12 hours

From the time of reporting, the target time to respond to **Category B faults** is as follows:

During office hours (09:00 to 17:00 GMT, Monday to Friday) = 4 hours

Out of office hours (including public holidays) = 12 hours

From the time of reporting, the target time to respond to a **Category C fault** is one working day.

36. FAULT CLEARANCE

On successful identification and rectification of the fault by I.T Communications Limited, the Customer will be notified (where applicable), and will be requested to carry out a test to ensure that the fault has been cleared to their satisfaction. If it is identified that a fault is still apparent I.T Communications Limited must be notified accordingly, if no notification is received the fault will assumed to be clear.

37. ESCALATION PROCEDURE

If as a result of the service levels being breached, or as a result of a Category A Fault, escalation will be carried out as follows; Call 01702 66 88 36 - 24 hours a day, 7 days a week. You will be asked to leave details and a member of our technical team will be contacted as a matter of urgency.

38. PLANNED MAINTENANCE AND UPGRADES

Planned network maintenance or upgrades may be required from time to time notice will be published at <http://status.it-communicationsltd.co.uk>

I.T Communications Limited will use all reasonable endeavours to carry out this work with little or no disruption to customers but if I.T Communications Limited and the Customer cannot agree the timing of the outage I.T Communications Limited decision shall be final.

39. UNSCHEDULED MAINTENANCE

Under exceptional circumstances, it may be necessary to perform emergency maintenance, without prior notice. I.T Communications Limited will endeavour to provide as much notification as possible for emergency maintenance.

40. THIRD PARTY ATTRIBUTABLE FAULTS

if a fault is identified as being attributable to a third party (i.e. neither the Customer hardware or internet connections including on-site phone systems nor I.T Communications Limited Network), the fault shall be deemed to be the responsibility of I.T Communications Limited but no downtime will be included in Service reliability calculations. In such event, I.T Communications Limited will use all reasonable endeavours to restore the Service within the target times to repair.

Duration of Services provided by I.T Communications - Standard Contract

41. Unless otherwise agreed in writing by I.T Communications, all service contracts are for an Initial Term of 12 months unless the term is stated on the contract of which that shall be the initial term.

I.T Communications Limited shall start to provide the Services to the Customer on the first day of the Initial Term.

42. Early termination fees are applicable in all cases where you “the Customer” request early termination of services and the minimum agreed terms have not been completed. This fee is determined based on the pro rata cost of line rental remaining from the subscription’s date of cease up to the end of the agreement, including any required notice period.

I.T Communications Limited shall continue to provide the Services for the Initial Term unless the Contract is terminated earlier in accordance with condition 43. The term of the Contract shall automatically extend for the Renewal Term at the end of the Initial Term and at the end of each Renewal Term, unless the Customer gives written notice to I.T Communications Limited 30 (thirty) days before the end of the Initial Term or the relevant Renewal Term, to terminate the Contract at the end of the Initial Term or the relevant Renewal Term, as the case may be.

TERMINATION

43. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

- 43.1 the other party fails to pay any amount due under the Contract on the due date for payment;
- 43.2 the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
- 43.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 43.4 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 43.5 the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors;
- 43.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party;

- 43.7** an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party;
- 43.8** a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver;
- 43.9** a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party;
- 43.10** a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 43.11** any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 43.4 to condition 43.10 (inclusive); or
- 43.12** The other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 43.13** The Company may terminate the Contract without liability to the Client on giving 30 days' written notice to the Client if there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010). If there is such a change of control of the Client, the Client shall give written notice to the Company of that change within 30 days of its occurrence and the Company may terminate the Contract in accordance with the previous sentence.
- 43.14** The Company may terminate the Contract for convenience by giving 1 month advance written notice to the Client.

Limitation of Liability

- 44.** This liability section applies only to the extent permitted by law.

You agree to indemnify, defend and hold I.T Communications Limited, its affiliates, directors, officers, employees, agents and licensors harmless from and against any and all claims, actions, expenses, losses, and liabilities (including courts costs and reasonable legal fees), arising from or relating to the use of all products and services provided by I.T Communications Limited to the maximum extent permitted by applicable law, in no event shall I.T Communications Limited or any of its licensors, be liable for any indirect, special, punitive, exemplary, or consequential damages, arising out of the access to or use of or inability to access or use any of the services provided by the company, or that result from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in transmission or operation or any failure of performance, even if advised of the possibility of such damages.

Dealer Commissions

45. I.T Communications will pay a customer 'The Dealer' who referrers other customers to us monthly commission. We call this 'Dealer Commissions'. The commission amount will be agreed between the parties in writing.

Dealer Commissions are paid to the dealer each month while the referred customer remains a customer of I.T Communications and that customer continues to settle their monthly invoice(s).

I.T Communications will send out a Dealer Commissions Statement on the 1st of every month detailing any commissions due to the dealer. The Dealer must then send I.T Communications an invoice within 14 days from the statement date to claim the commissions and must include the statement number on all invoices.

Failure to send I.T Communications a clam for commission via an Invoice within 14 days, I.T Communications will not pay commission for that commission month.

For the avoidance of doubt, if we Issue a dealer with a commission statement on 1st November of which the date on the statement is 1st November, we must receive your claim "Invoice" by the 15th November to validate the commission and for I.T Communications to make a Payment to the Dealer. We will not pay any commission invoices that are more than 30 days late.

Modification of these Terms and Conditions

46. I.T Communications Limited reserves the right to modify these terms at any time without prior notice. Any modification of these terms will be deemed to be effective from the date at the top of this document. These terms and conditions will apply to all services provided by I.T Communications. They will supersede any other terms and conditions in whatever form given.

Dispute Resolution Scheme

47. I.T Communications is a member of the Communication and Internet Services Adjudication Scheme (CISAS). The scheme provides an informal and independent way of settling disputes between companies and their customers. An independent adjudicator appointed under these rules will make a decision on such disputes by considering the information received from the customer and the company. The scheme can be used to settle disputes about bills and communication services provided to customers.

A customer who wants to put a dispute through the scheme must fill in and return an application form. These are available from the CISAS website at www.cisas.org.uk. Customers can ask CISAS for help to fill in the form.