

Terms and Conditions

These Terms and Conditions are the standard terms that apply to all Services provided by us, 447 Services Ltd, a company registered in England and Wales under number 05713675, of Suite 2, 37 High Street, Huntingdon, Cambridgeshire, PE29 3AQ (“the Company/we/us/our”). These Terms and Conditions apply to business Customers only – we do not provide our Services to consumers (as defined in the Consumer Rights Act 2015).

1. Definitions and Interpretation 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Customer/you/your” means the business detailed in our Quotation to which the Services are to be supplied. Where any individual enters into the Contract on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business shall be the Customer in the context of this Contract;

“Equipment”, where applicable, means the telephone line(s) together with any hardware and software to be provided, maintained and supported by the Company as part of the Services;

“Services” means the telecommunications services to be provided by us to you as set out in our Quotation; “Site” means the location at which the Services are to be provided; and

“Quotation” means the written proposal for the performance of the Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and constitutes our entire scope of works. 1.2 Unless the context otherwise requires, each reference in these

Terms and Conditions to:

1.2.1 “writing/written” includes emails and similar

communications; 1.2.2 a statute or a provision of a statute refers to that statute or provision as

may be amended or re-enacted at the relevant time; 1.2.3 “these Terms and Conditions” refers to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.4 a clause refers to a clause of these Terms and Conditions; 1.2.5 a “Party” or the

“Parties” refer to the parties to these Terms and Conditions; and 1.2.6 any reference to a party includes their employees, subcontractors and agents. 1.3 The headings used in these Terms

and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa. References to persons shall include corporations.

2. The Contract 2.1 We will provide you with a written Quotation for our Services. The

acceptance of our Quotation, electronically or otherwise, or the issue of a purchase order,

creates a legally binding Contract between you and us, and includes the acceptance of these Terms and Conditions, which will apply between us. 2.2 You are responsible for the accuracy

of any information you submit to us and for ensuring that our Quotation reflects your

requirements. Our Quotation is based on the information provided to us at the time we

prepare it. If any errors or discrepancies become evident, we reserve the right to make

adjustments to it. 2.3 No terms or conditions stipulated or referred to by you in any form

whatsoever shall in any respect vary or add to these Terms and Conditions unless otherwise

agreed by us in writing. 2.4 You agree to provide us with any information, advice, assistance

and access as we may reasonably require within sufficient time to enable us to perform the

Services. However, any timescales we provide are a guideline only and are not of the essence

of the Contract. 2.5 All Services provided by us are subject to our Acceptable Use Policy,

copies of which are available on request.

3. Term and Renewal 3.1 The Contract for line management, hosted VOIP, mobile phone and any other ongoing Services will continue in force for the fixed minimum initial term as set

out in the Quotation. 3.2 At the end of the initial minimum term, the Contract will then be

automatically renewed on a rolling basis for the same duration as the initial minimum term, unless and until a written notice to terminate is given by either party in accordance with clause 12 below. 3.3 We reserve the right to adjust our fees periodically and at the end of each term. We will notify you of any change to the fees in writing.

4. Installation and One-off Services 4.1 Where our Quotation includes for the installation of lines, the provisions of this clause 4 will apply. 4.2 Upon the acceptance of the Quotation, we will place an order for the agreed line(s) with our supplier and we shall arrange a date for the installation. 4.3 You will be allocated a time slot for your installation and you must be at the Site throughout this time slot in order to provide access for the installation. Our installations are carried out by a third party, therefore, should you fail to provide access to the Site on the agreed date and at the agreed time, we will pass on to you any aborted visit charges incurred as a result. In addition, you will lose the allocated time slot and this will need to be rearranged. 4.4 Should you wish to rearrange an installation date, we require a minimum of 48 hours' notice. If we do not receive this, the installation will be considered as aborted and the provisions of clause 4.3 shall apply. 4.5 Unless otherwise agreed, our payment terms for installation Services and any other one-off Services, are as follows: 50% as a deposit, due upon acceptance of our Quotation; 50% due on completion of the works, payable in accordance with clause 10.1. 4.6 During the installation, we (or our supplier) may need to drill holes at the Site and in this event, we will make good any damage that occurs as a result. However, we shall not be responsible for any pre-existing faults or damage in or to the Site that we may discover while providing the Services. 4.7 Once the line has been installed, we will arrange to fit the router and provide any required training on the Equipment should this be required. 4.8 If we are required to work with equipment supplied by you or any third party not instructed by us, we cannot be held responsible for the quality of such equipment, nor for any faults that may be discovered in the equipment. 4.9 Any Equipment we provide will be subject to the extents and limitations of any manufacturer's warranty (if applicable and to the extent this is freely transferrable to you). 4.10 Risk of damage to or loss of the Equipment shall pass to you at the time it is delivered to you or collected by you or, if you wrongfully fail to take delivery of the Equipment, at the time when we attempted to deliver them. However, legal and beneficial title in the Equipment shall not pass to you until we have received payment in full for the total price of the Equipment, in cleared funds. Until payment has been made to us and title in the Equipment has passed to you, you will be in possession of the Equipment as bailee for us and shall store it separately and in an appropriate environment, shall ensure that it is identifiable as being supplied by us and shall insure it against all reasonable risks. We will be entitled at any time to require you to deliver up to us any Equipment in which we retain title and, if you fail to do so forthwith, to enter upon any premises of yours or any third party's during normal business hours where the Equipment are stored to repossess it.

5. Line Management and Hosted VOIP Services 5.1 We will issue our invoice on a monthly basis for all Services carried out by us in the preceding month. 5.2 We will monitor the line(s), and will advise you of any known issues as and when they may occur. However, under no circumstances shall we be liable for any losses, including loss of profit, during this period, and no rebate or reduction in fees will be offered for any period of downtime. 5.3 You may be given an allowance for a number of calls, minutes, data or messages, if this is specified in the Quotation. Should you exceed any allocated allowance, this will be chargeable as extra and will be added to our next invoice. Should you fail to use your allocated allowance during any month, this will be lost and cannot be carried over to another month. 5.4 You may add additional VOIP lines to your package throughout the term of the

Contract, however, these shall be chargeable as extra and will be added to the contract price.

5.5 Where we are providing an analogue phone line and you wish for your original number to be transferred across, please be aware that this may take up to one month for the transfer to occur. We will allocate you a temporary number for this period. We cannot be held liable for any losses during this time.

5.6 If you wish to add a bespoke voicemail recording to the system, we can upload this, provided you issue such recordings to us in good time, before the router is installed.

5.7 Should you wish to add hold music to your line, it is your responsibility to arrange and purchase a licence to use such music and to provide us with evidence of the licence if we request this.

6. Leased Lines and Equipment

6.1 Where our Services include for leased telephone lines, we will introduce you to our preferred third party supplier. The supplier shall contact you directly. We will invoice you for the Services provided by us, which will become due and payable in accordance with clause 10.

6.2 Once we have introduced you to our third party supplier, a separate contractual relationship will be created between you and this supplier and we cannot be held liable for any errors, actions or omissions of theirs, or for any incorrect charges that may be made by them. You will be bound by this third party's terms and conditions and will be liable to pay the charges for the services they provide directly.

6.3 Should you have any problems with the services provided by this third party, you should contact them directly in the first instance, unless any Equipment is found to be faulty or damaged, at which point you should contact us. If the Equipment provided is covered under warranty and the manufacturer agrees to repair or replace it free of charge, we will arrange for this to be carried out. If the manufacturer deems the Equipment to not be covered under warranty, we will notify you accordingly and any repairs or replacements will be chargeable.

7. Mobile phones

7.1 We will invoice you the agreed tariff(s) on a monthly basis, together with any additional usage by you within the preceding month.

7.2 You may be given an allowance for a number of calls, minutes, data or messages, if this is specified in the Quotation. Should you exceed any allocated allowance, this will be chargeable as extra and will be added to our next invoice. Should you fail to use your allocated allowance during any month, this will be lost and cannot be carried over to another month.

7.3 The allowance we recommend will be based on the information you provide to us regarding your estimated usage. It may be fixed for a minimum term, in which case we cannot amend your tariff and you may be charged a higher rate for any usage exceeding your allowance. Some suppliers will not allow you to exceed your allowance, and you shall instead be stopped from using that part of the Services until the next month.

7.4 If a fault occurs in the Equipment, we can arrange for collection of the Equipment and shall repair or replace such, to the extent detailed in your Quotation and/or the manufacturer's warranty.

7.5 Where your Equipment is an Apple Product, this must be fixed by Apple directly. In the event of a fault, we can arrange to take your Equipment to an Apple Store or you can arrange this directly; there is an option for Apple to collect the Equipment, however this shall delay the repair/replacement.

8. Customer's Obligations

8.1 You agree, where applicable, to:

8.1.1 act in accordance with any and all reasonable instructions issued by us in relation to the Services;

8.1.2 consult with us in advance with respect to any new equipment which you intend to procure where such is to be added to the Contract;

8.1.3 ensure operators and other staff using the Equipment are properly trained, operate the Equipment within the standards as laid down by us and the manufacturer, and comply with our advice in connection with the use and operation of the Equipment;

8.1.4 not allow any person other than us (or a person acting under our instruction) to interfere with, modify, repair, relocate or service the Equipment; and

8.1.5 not

sub-licence our Services to any third party. 8.2 Any failure to comply with the above obligations will be chargeable, at our discretion.

9. Problems and Faults 9.1 You agree to appoint a primary contact to liaise with us in relation to the Services. 9.2 You must report faults promptly to us, in any event within 24 hours of discovering the fault, immediately stop the use of any faulty Equipment and provide us with such information and assistance in connection with the fault as we may reasonably require, within sufficient time to enable us to resolve the issue. 9.3 The initial response to such a request will normally be by an engineer who will investigate. Requests which cannot be resolved by telephone or remotely may require further investigative work. The request may be escalated and an engineer may visit the relevant Site. On-site visits will only be provided within our normal business hours. 9.4 We do not charge for maintenance unless: 9.4.1 You request a Site visit, in which case we reserve the right to charge a call out fee, together with mileage and any other costs incurred by us, if we discover the fault could have been resolved remotely; 9.4.2 Any Equipment is damaged due to causes beyond our control including, but not limited to, neglect, misuse, vandalism or premature deterioration which results from your failure to comply with our instructions and/or the manufacturer's instructions, and the repair or replacement is not covered under the manufacturer's warranty; or 9.4.3 The fault is caused by any third party not authorised by us.

10. Fees 10.1 All invoices are payable in full by direct debit, without set off, withholding or deduction, within 14 days from the date of invoice. All fees are exclusive of VAT, unless otherwise specified. 10.2 If you cancel your direct debit before all payments due under the Contract have been received by us, we reserve the right to invoice you for the remaining term of the Contract and/or for any Services provided that have not yet been paid for, and such sums will become immediately due and payable. 10.3 You also agree to pay for any additional Services requested by you and provided by us that are not specified in the Contract. These additional Services will be charged in accordance with our current, applicable rate in effect at the time of the performance or such other rate as may be agreed. 10.4 In addition, you will be required to reimburse us for any travel expenses, any incidental expenses for materials used and any third party goods and services supplied in connection with the provision of the Services. 10.5 The time of payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any other right or remedy available to us, we will have the right to suspend and/or disconnect the Services and charge you interest on a daily basis at the rate of 8% per annum above the Bank of England base rate from time to time in force, both before and after judgment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We will also charge for any costs we may incur in attempting to recover any outstanding debt.

11. Variation and Amendments 11.1 If you wish to vary the Services to be provided, please notify us as soon as possible. We will use all reasonable efforts to make any required changes and will invoice you for any additional costs incurred as a result. 11.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances. 11.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result will be payable in accordance with our terms for payment.

12. Cancellation and Termination 12.1 Either Party has the right to cancel any one-off Services detailed in clause 4 and 6 at any time but only on the understanding that you will be liable to pay for any work carried out by us up to the date of cancellation. Under no circumstances will any payments made in advance be refundable. 12.2 Either Party has the right to terminate the ongoing Services detailed in clauses 5 and 7 by giving written notice to the other, such notice to be given a minimum of 90 days before the end of the then-current term, and which shall be effective only at the end of that term. The fees will continue to be due and payable, and we will continue to provide the Services, throughout any period of notice. If you terminate during any minimum term period, you will be liable for termination charges as set out in the Contract. 12.3 Either Party has the right to terminate any Services immediately if the other: 12.3.1 has committed a material breach of the Contract, unless the breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 30 days after a written notice to do so; or 12.3.2 or goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), if a receiver is appointed in respect of the whole or any part of its assets, if anything similar occurs in relation to either party, or if either party ceases or threatens to cease to carry on trading. 12.4 Upon termination, all payments required under the Contract shall become due and immediately payable. 12.5 Upon termination, any allocated telephone number will revert back to us and we will be entitled to charge an administration fee for the provision of a PAC (Port Authorisation Code) and/or a MAC (Migration Access Code) if required by you. 12.6 Any and all obligations of the Parties, which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Contract, shall survive termination under this clause 12 on a pro-rata basis.

13. Confidentiality Each Party undertakes that throughout the duration of the Contract, the 3 Parties may disclose certain Confidential Information to each other. Both Parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under the Contract. Each Party will maintain the Confidential Information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.

14. Intellectual Property 14.1 Subject to a written agreement to the contrary, we reserve all intellectual property rights which may subsist in the provision of the Equipment and/or Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights. 14.2 Where software is provided, unless otherwise agreed in writing by the parties and provided payment is received by us in accordance with the terms of payment above, we will grant you a perpetual, non-transferable, non-sub-licensable licence in respect of the use of the software. You acknowledge that you obtain no ownership of any intellectual property rights in respect of any such software and that your use of any such intellectual property rights is conditional on us obtaining permission from the relevant licensor entitling us to licence such rights to you and is subject to the terms of the software licence. 14.3 You shall immediately bring to our attention any infringement or suspected infringement of any of the intellectual property rights licensed hereunder of which you are aware and shall at our request take such action or assist us in taking such action as we may deem appropriate to protect the intellectual property rights. 14.4 You will not acquire any right, title or interest in any telephone number or IP address allocated by us or a third party during the provision of the Services and you are not entitled to sell or transfer the same without our prior written consent. We reserve the right to modify telephone numbers or IP addresses allocated, or introduce additional codes, if this is required for operational or

technical reasons or if this is required by the third party supplier or any government authority.

14.5 You warrant that any document or instruction furnished or given by you shall not cause us to infringe any letter patent, registered design or trade mark in the execution of our Services and shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of your information.

15. No employment Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

16. Assignment and Sub-Contracting 16.1 You may not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions or the Contract. 16.2 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under these Terms and Conditions or the Contract, without your prior consent. 16.3 Where we subcontract the performance of any of our obligations, we will be responsible for every act or omission of the subcontractor as if it were an act or omission of our own.

17. Literature and Representations Any marketing literature we may provide is presented in good faith as a guide to represent the Services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.

18. Liability and Indemnity 18.1 Except in respect of death or personal injury caused by our negligence, we will not, by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract. 18.2 We cannot be held responsible for any failure or delay in providing our Services or for any costs or losses sustained or incurred by you as a result, where our failure or delay was caused by faults in lines, incorrect information supplied by you, a lack of information, or your failure to comply with any of your obligations detailed in these Terms and Conditions. 18.3 All warranties or conditions whether express or implied are hereby expressly excluded to the full extent permitted by law. 18.4 You agree to indemnify us against all damages, costs, claims and expenses suffered by us arising from loss or damage to any equipment (including that of third parties) caused by you, or your employees or agents. 18.5 In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you for the Services under the Contract. 18.6 We may provide professional advice and recommendations in relation to the Services but we cannot accept responsibility for any actions taken as a result of such advice or recommendations, nor can we guarantee the success or outcomes of any of the Services provided. Further, we will not be liable for any consequences should our professional advice not be taken. We may from time to time provide introductions or referrals to other companies, however, under no circumstances will we be liable for the actions or lack of actions of said other companies.

19. Force Majeure Neither Party shall be liable for any failure or delay in performing their obligations under these Terms and Conditions or the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event beyond the control of the Party in question.

20. Waiver The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract will constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

21. Severance The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these Terms and Conditions and the Contract shall be valid and enforceable.

22. Data Protection Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the General Data Protection Regulation 2016 and any amendments thereto.

23. Third Party Rights No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

24. Notices Notices shall be deemed to have been duly received and properly served 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

25. Communication, Complaints and Feedback We always welcome feedback from our Customers and, whilst we always use all reasonable endeavours to ensure that your experience as a Customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you wish to complain about any aspect of your dealings with us, please contact us in writing in the first instance so we can investigate.

26. Law and Jurisdiction 26.1 These Terms and Conditions and the Contract will in all respects be subject to and construed in accordance with the laws of England and Wales. 26.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract will be referred to the exclusive jurisdiction of the courts of England and Wales.