



Terms and Conditions

Defined Terms

In these Terms & Conditions, the following words shall mean:

- "Access Provider " - the telecommunications network operator providing an access line to The Customer enabling connection to an alternate network;
- "Act" - the Telecommunications Act 1984 as amended or modified;
- "Call Charges " - the charges for calls made on a Network logged by Halo Communications Ltd and calculated in accordance with the relevant Tariff Sheet;
- "Connection Charge " - the charge set out overleaf, in Section 4 of this agreement, for the connection of each piece of equipment and/or Exchange Line to a Network, or connecting The Customer to a Network;
- "Connection Point " - any piece of equipment that Halo Communications Ltd fixes, or arranges to be fixed, or is used by The Customer at The Customer's premises to connect The Customer to a Network and provide the service;
- "Contract Term" - the Contract Term of this agreement as set out in Section 4 of this agreement;
- "CPS" (Carrier Pre-Selection) - a service that, in accordance with a customer's directions, routes certain categories of calls to an alternate Network;
- "Exchange Lines " - any apparatus or equipment that Halo Communications Ltd may use, or arrange to use, to connect The Customer's premises to a telephone exchange to provide services;
- "Fixed Charges" - a fixed charge levied as a regular subscription fee;
- "Network " - any telecommunications Network that Halo Communications Ltd may use in order to provide The Customer with services;
- "Non-Geographic Number " - any telephone number used by Halo Communications Ltd to deliver calls to The Customer allowing a revenue share to be generated for The Customer by some or all of the calls;
- "Halo Communications Ltd " - Halo Communications Ltd of Unit 5 Block 5, Moorfield Industrial Estate, Kilmarnock, KA2 0DP;
- "Halo Communications Ltd.'s Equipment " - any equipment that is owned or supplied by Halo Communications Ltd in order to provide The Customer with services;
- "Tariff Sheet" - our list of Fixed Charges, Call Charges and other applicable charges.
- "The Customer " -The company or individual named as The Customer in Section 1 of this agreement and any individual acting as a representative of the company or the individual;
- "The Customer's Equipment" - any equipment owned by The Customer and used in connection with the service;
- "The Company" - Halo Communications Ltd



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1. Connection and Supply of Services

1.1 Halo Communications Ltd undertakes to exercise appropriate care in the provision, operation and maintenance of services, and also warrants fitness for purpose. Halo Communications Ltd will provide services which will enable The Customer to route calls across the Access Provider or alternate network in accordance with Section 2 of this agreement.

1.2 Before providing The Customer with services, Halo Communications Ltd may have to obtain the consent or approval of organisations that currently provide services to The Customer. The ability of Halo Communications Ltd to provide The Customer with services will be dependent upon all such consents and approvals having been obtained.

1.3 The Customer shall provide Halo Communications Ltd (without charge to Halo Communications Ltd) with all information, assistance or facilities that are required to enable Halo Communications Ltd to supply the service and fulfil their obligations under this agreement.

1.4 The Customer shall meet the financial and other requirements of Halo Communications Ltd before connection to a Network is made.

1.5 On acceptance, arrangements will be made to transfer The Customer from their current telephone service to the Halo Communications Ltd telephone service. This will usually take up to 20 days. If The Customer wishes to cancel before the transfer is complete, Halo Communications Ltd may charge for work that has already been planned or undertaken.

1.6 To ensure that Halo Communications Ltd can provide the service, The Customer must prepare their premises in accordance with the instructions supplied by Halo Communications Ltd and must provide a mains electricity supply. All such preparation work and any reinstatement work at The Customer premises will be the responsibility of The Customer and made at their cost.

1.7 Installation may necessitate Connection Points, Exchange Lines and other ancillary equipment in order to connect Halo Communications Ltd.'s Equipment to the Network. Such installations will be the responsibility of The Customer and may incur additional charges for work that is undertaken.

1.8 The provision of services may require the re-programming of equipment as stated above before Halo Communications Ltd can provide The Customer with services. The Customer may be charged for all costs incurred in this respect.

1.9 In addition, Halo Communications Ltd may provide fault handling and resolution services, subject to the following;

- (a) The Customer must notify Halo Communications Ltd within 48 hours of discovering a fault;
- (b) In the event that Halo Communications Ltd does not find any fault in the service, or considers the fault to have been caused by The Customer, Halo Communications Ltd may charge for any costs incurred in carrying out any maintenance or repair;



1.10 In the event that it is necessary to carry out scheduled or unscheduled maintenance, or to suspend the service temporarily, Halo Communications Ltd will endeavour to provide notice to The Customer, wherever possible.

1.11 In the event that Halo Communications Ltd has to alter or discontinue the service as a result of regulatory changes, technical changes, or the failure of any telecommunications operator, The Customer will be responsible for any changes needed to The Customer's Equipment.

1.12 Halo Communications Ltd cannot be held responsible for Access Providers, Networks or subcontractors in relation to:

- (a) Estimated connection dates;
- (b) Faults in the continuous provision of service.

1.13 Halo Communications Ltd cannot guarantee that the Access Provider will not charge The Customer for any calls, nor can Halo Communications Ltd guarantee that the Access Provider will route any call to the Network. The Customer remains liable to the Access Provider for charges levied by the Access Provider to The Customer.

1.14 This agreement will continue after the Contract Term, subject to 30 days written notice from The Customer.

2. Use of the Service

2.1 The Customer must not use the service for the following:

- (a) Sending any messages or communications which are in contravention of the Act, any other relevant law, or code of practice;
- (b) Fraudulent, illegal or unlawful purpose;

2.2 The continued use of service must be in accordance with the following conditions:

- (a) All reasonable instructions that Halo Communications Ltd may provide for the provision and operation of service;
- (b) The relevant provisions of the Act, any other relevant law, code of practice, regulation, or any direction of the Director General of Telecommunications or other competent authority, and any license which governs the running of The Customer's own telecommunications system;
- (c) The Customer agrees to keep Halo Communications Ltd.'s Equipment connected to The Customer's Exchange Line(s) for the duration of the agreement;
- (d) The Customer shall ensure that any of The Customer's Equipment used in connection with the service is in good working order, of correct specification and conforms to the relevant standard or approval for the time being designated under the Act (The Customer's Equipment will remain the responsibility of The Customer);



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- (e) The Customer agrees to take reasonable care of Halo Communications Ltd.'s Equipment and responsibility for any loss or damage occurring to Halo Communications Ltd.'s Equipment after installation at The Customer's premises (the Customer is advised to take out appropriate insurance);
- (f) Halo Communications Ltd.'s Equipment is only to be repaired, serviced or maintained by persons who have been authorised by Halo Communications Ltd, and The Customer shall not move, modify, or otherwise interfere with any of Halo Communications Ltd.'s Equipment that is installed on The Customer's premises without Halo Communications Ltd.'s prior consent;
- (g) The Customer will not unreasonably withhold access to their premises;
- (h) The Customer will not assign or delegate Halo Communications Ltd's Equipment without Halo Communications Ltd.'s prior consent, which will not be unreasonably withheld;
- (i) The Customer accepts any relevant costs incurred in the completion of alterations and additions to equipment covered in this agreement.
- (j) The Customer agrees to indemnify Halo Communications Ltd against all costs, whether direct or indirect, which are incurred as a result of The Customer using Halo Communications Ltd's services in a manner that breaches this agreement.
- (k) Halo Communications Ltd will carry out work by appointment during normal working hours, which are between 9.00am and 5.00pm, from Monday to Friday (excluding Bank or other Public Holidays). If The Customer requires Halo Communications Ltd to carry out work outside these hours, additional charges may be incurred.

3. Access Codes, Telephone Numbers and Phone Books

3.1 All rights in the allocated telephone numbers will remain with Halo Communications Ltd and this agreement does not give The Customer any rights in any number that Halo Communications Ltd allocates to The Customer. The Customer is not permitted to register these numbers as a trademark or otherwise, and The Customer cannot sell them or agree to transfer them to anyone else.

3.2 When Exchange Lines are rented from Halo Communications Ltd, one standard form entry into the appropriate BT phone book will be secured, at The Customer's request. Any additional or special entries will be subject to BT's terms and conditions and relevant charges. Halo Communications Ltd is not liable for losses in any form for either failure to enter The Customer's number in the BT phone book or for any error made in such an entry.

3.3 Halo Communications Ltd may be required to modify or amend any telephone numbers given to The Customer or introduce additional access codes if required due to:

- (a) Any numbering scheme being imposed upon Halo Communications Ltd;
- (b) Any other operational or technical reasons.



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4. *Service Charges and Account Administration*

4.1 Halo Communications Ltd.'s Equipment shall remain the property of Halo Communications Ltd at all times.

4.2 The Customer agrees to return Halo Communications Ltd.'s Equipment in working order. Halo Communications Ltd reserves the right to charge for Halo Communications Ltd's Equipment at the current-day replacement-as-new value when Halo Communications Ltd.'s Equipment is not returned to Halo Communications Ltd.

4.3 The Customer will pay to Halo Communications Ltd the Call Charges and Fixed Charges calculated in accordance with the Tariff Sheet, in addition to any other charges due under this agreement.

4.4 Charges may be amended by the increase in the current Retail Price Index, or by 10% (whichever is lower), without notice to The Customer.

4.5 Where the increase in charges is greater than 10%, or the current Retail Price Index (whichever may be lower), Halo Communications Ltd will provide the customer with 14 days' notice. The Customer has the right to terminate this agreement by providing written notice within 14 days of receipt of notice of the increase. The Customer remains responsible for all charges up to the point that the service is disconnected.

4.6 If The Customer receives revenue for calls made to specified Non- Geographic Numbers, the revenues are subject to the following additional conditions:

(a) In the event that Halo Communications Ltd is not paid for minutes generated to The Customer's numbers, Halo Communications Ltd will make no payment to The Customer in relation to those minutes;

(b) In the event that there are any changes to the rate that Halo Communications Ltd is paid for minutes generated to The Customers' numbers, Halo Communications Ltd may reduce the payment made to The Customer in relation to those minutes. If the change in the rate paid to Halo Communications Ltd is backdated, the change in the rate to The Customer will also be backdated;

(c) If the backdating in clause 4.6.b means that Halo Communications Ltd has overpaid The Customer, Halo Communications Ltd may either offset the overpayment against The Customer's next payment, or invoice The Customer for the amount of the overpayment.

4.7 All Charges due must be paid within 15 days of the date on the bill, by the agreed payment method as specified in Section 2 of this agreement. All Charges payable by The Customer shall be paid in full without any deduction or set-off.

4.8 Halo Communications Ltd does not accept responsibility for delays in the billing of any charges. Any delay that occurs does not alter The Customer's liability

4.9 Disconnection, or suspension for non-payment, may incur a reinstatement fee.

4.10 If The Customer's payment is late, cancelled or dishonoured, The Customer will be responsible for all costs and expenses incurred by Halo Communications Ltd, and organisations employed by Halo Communications Ltd, to obtain payment from The Customer.



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4.11 In the event that The Customer wishes to dispute an item on the bill, this must be done in writing within 14 days of the date of the bill. Halo Communications Ltd will be the arbiter of the dispute and will advise The Customer of the course of action resulting from the dispute.

4.12 The Customer agrees to tell Halo Communications Ltd in advance of any change in The Customer's telephone number, name, address, or bank details. The Customer remains liable for any charges incurred through the use of the service by any third party.

4.13 All Charges are subject to VAT at the prevailing rate.

4.14 Halo Communications Ltd may vary any credit terms.

5. Payment Terms

5.1 If any Charges are not paid by the invoice due date, The Customer may be charged £1 per day, from the invoice due date until the date payment is received, and all Halo Discounts maybe removed for this period.

5.2 If there is a dispute over the amount of the Charges, The Customer is not entitled to withhold payment for amounts not in dispute.

5.3 The Customer remains liable for all charges due under this agreement even if service has been suspended, disconnected for non-payment, or terminated, or The Customer has transferred the number(s) to another telecommunications provider.

6. Suspension and/or Disconnection of Services

6.1 Halo Communications Ltd reserves the right to suspend provision of the services immediately and without notice for any of the following reasons:

(a) Halo Communications Ltd has reasonable grounds to suspect that The Customer is using the service in contravention of the use of services (as detailed in clause 2.1);

(b) The Customer has breached their credit terms.

6.2 During suspension of the service, The Customer will have to pay all Charges due, and any other reasonable costs and expenses that Halo Communications Ltd may incur as a result of such suspension and any subsequent reinstatement of services.

7. Termination of Services

Halo Communications Ltd reserves the right to terminate this agreement immediately under the following circumstances:

7.1 The Customer is in breach of this agreement and the breach is incapable of remedy;

7.2 The Customer is in breach of this agreement and the breach cannot be remedied within 7 days of Halo Communications Ltd.'s notice requiring The Customer to do so;



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7.3 The Customer does not satisfy the test of solvency and is unable to pay The Customer's debts at any time, as set out in section 123 of the Insolvency Act 1986;

7.4 The Customer is declared bankrupt, insolvent, has a receiver, administrator or liquidator appointed, or enters into any arrangement with The Customer's creditors;

7.5 The Customer ceases to trade;

7.6 The Customer has any restraint, execution, or other process levied or enforced on any of The Customer's property;

7.7 Halo Communications Ltd is required to end this agreement by a regulatory authority. On termination of this agreement The Customer will:

7.8 Pay Halo Communications Ltd all Charges due under this agreement;

7.9 If this agreement terminates before the Contract Term expires (minimum term as defined in section 8.7; other than as a result of the circumstances described in clause 4.5 or any breach of this agreement by Halo Communications Ltd) the Customer will pay Halo Communications Ltd:

(a) The Fixed Charges that would have been payable if the agreement had not terminated;

(b) A disconnection fee equal to the unexpired portion of the contract term;

(c) In full, any discount benefit or install benefit received by the customer for longer term contract commitment as shown on the Halo Communications Ltd customer service agreement.

8. Entire agreement

8.1 This agreement contains all of the terms of the agreement between The Customer and Halo Communications Ltd in relation to the service, and supersedes any written or oral agreements, representations or understandings between The Customer and Halo Communications Ltd.

8.2 This agreement is regulated by the Act, and any other relevant law, code of practice, regulation or any direction of the Director General of Telecommunications or other competent authority and any license, which governs the running of The Customer's own telecommunications system. Halo Communications Ltd and The Customer agree to modify this agreement in line with any changes in the aforementioned.

8.3 No other variation to this agreement shall be effective unless in writing and signed by The Customer and a Director or Officer of Halo Communications Ltd.

8.4 The non-exercise of any right conferred upon Halo Communications Ltd as outlined in this agreement will not operate as a waiver of that right, nor will any partial exercise prevent any further exercise of the same, or of some other right, power or remedy.

8.5 The Customer may not transfer the benefits or obligations of this agreement to any other party without the written consent of a Director or Officer of Halo Communications Ltd.



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8.6 Any notices which may be given by either The Customer or Halo Communications Ltd under this agreement must be in writing and must be delivered by hand or by prepaid mail to the relevant registered office.

8.7 All service agreements entered into are subject to a minimum period, which is 30 days for CPS or IDA routing, and 12 months for exchange lines. This period will be calculated from the date of connection where the product is an exchange line, or the date of CPS provisioning where the product is CPS. IT Support, Telephone System Maintenance and Longer Term Calls and Lines contracts will be automatically renewed from the contract end date for a further 12 month period unless you tell us otherwise. The client is at liberty to cancel the agreement giving 120 days notice in writing after either the initial 12 month contract or when warranty expires, or if a longer term contract is in place. If you cancel your contract after we provide the service you will incur an early termination charge. This charge will be based on the outstanding minimum period of your 12 month term or the term left on a longer term contract.

8.8 The transfer away or cessation of any products associated with this agreement shall be deemed to be a cessation of the service with Halo Communications Ltd. and will therefore incur the charges as defined in section 7.9.

(a) As Halo Communications Ltd does not offer a "lines only" product without prior arrangement, the removal of call traffic by either technical means (system programming) or by transfer to another service provider will be deemed as a cessation of all services including line rental. The customer will be notified in writing by Halo Communications Ltd, and given 30 days' notice to transfer the line rental to their new supplier. If no transfer has been ordered in the 30 day period, Halo Communications Ltd reserves the right to terminate any remaining service.

9. Limitation of liability

9.1 Halo Communications Ltd will not be liable to The Customer for any non-performance of Halo Communications Ltd.'s obligations under this agreement due to act of God, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, strike, lock-out (whether including Halo Communications Ltd.'s workforce or the workforce of any other party) and other industrial dispute, act of government, highway authorities, telecommunications operators or other competent authorities, or inability to obtain supplies or services from third parties or due to any cause beyond the reasonable control of Halo Communications Ltd.

9.2 Halo Communications Ltd.'s liability to The Customer for damage to The Customer's premises directly caused by Halo Communications Ltd.'s negligence is limited to £2,000,000. Halo Communications Ltd.'s liability to The Customer for any other direct loss or damage (excluding death or personal injury) caused by Halo Communications Ltd.'s negligence or failure to keep to the terms of this agreement is limited to £2,000,000.

9.3 Halo Communications Ltd shall in no circumstances be liable to The Customer for any consequential loss.

10. Enforceability

10.1 If any part of this agreement is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall, to the extent required, be deemed not to form part of this agreement without affecting any other provision of this agreement which shall remain in full force and effect.

Halo Communications Limited
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11. Data protection

11.1 The information The Customer provides will be used by Halo Communications Ltd to supply the services and will not be disclosed without The Customer's permission unless required by law.

11.2 Halo Communications Ltd may share information with organisations that are our business partners for the purposes of analysis, or to invite The Customer to take part in market research, and to inform The Customer of goods and services that may be of interest to The Customer. The Customer may be contacted by mail, telephone, fax, e-mail or SMS.

11.3 The Customer acknowledges that Halo Communications Ltd may co-operate with the police and any other relevant authorities or organisations in connection with any misuse, or suspected misuse, of the service, or other telecommunications services. If necessary, Halo Communications Ltd may divulge information held about The Customer.

12. Applicable law

12.1 This agreement shall be governed, construed and interpreted in accordance with Scottish law, and the parties hereby submit to the nonexclusive jurisdiction of the Scottish courts.