



pactel telecoms

Pactel Solutions Ltd trading as Pactel Telecoms

Standard Terms & Conditions – 1st March 2019

1 PROVISION OF SERVICES

1.1 Pactel Telecoms (PT) agrees to use reasonable endeavours to provide the Services to the Customer on the terms and conditions of this Agreement provided that PT has accepted the Order. To the extent that there is any conflict between the terms of any Customer Service Application or Customer Order Form and these terms and conditions the terms of such Customer Service Application or Customer Order Form shall prevail.

1.2 PT will provide the Customer with an estimated commencement date for the Services within five (5) working days after acceptance by PT of the Order. PT will notify the Customer if this is not the case, but time is not of the essence for the provision by PT of the Services and PT will have no liability for failure to meet any proposed commencement date or any other date in this Agreement.

1.3 The Minimum Period for each Service commences on the date of the initial connection of that Service. This Agreement will continue after the expiry of the Minimum Period unless and until terminated in accordance with Clause 10.

1.4 The Services are supplied subject to all limitations of the Telecommunications Network including the risk of imposed prefix or number changes. In particular PT is unable to guarantee that all or any overseas systems will be able to access or be accessed by the Customer using the Telephone Number or that telephone keypads used on such systems will use the same alphanumeric combinations as are currently used in the UK.

1.5 Each Order will with these terms and conditions comprise a separate Agreement between the parties unless the Order specifies that it is an amendment to an existing Agreement.

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

1.7 Where the Customer's name or if applicable company registered number on the Customer Service Application or Customer Order Form is incorrect or incomplete, the Customer agrees that PT may treat as being the Customer the individual or organisation that paid the Initial Service Charge for the Services.

2 SERVICE FAILURES

2.1 PT will use reasonable endeavours to provide the Services but PT shall not be liable for any Service Failure resulting from factors outside PT's control. In particular PT is not responsible for the operation of the Telecommunications Network.



2.2 PT does not guarantee that the Services will be continuously available to the Customer or free from Service Failures.

2.3 The Customer shall promptly report to PT's helpdesk referred to in clause 3.2 any Service Failure it experiences (receipt of which will be logged by PT), giving sufficient information to enable PT to investigate the claim.

2.4 If no Service Failure is found after such investigation, the Customer shall pay such charges as may be notified from time to time in respect of reasonable costs and expenses incurred.

2.5 Where any Service has been unavailable to the Customer for a continuous period of more than seven (7) days (the "Unavailable Period") and not as a result of any action or omission of the Customer or any event beyond the reasonable control of PT, the Customer may apply to PT for a rebate of any time based Charges in respect of the Unavailable Period (from the time the fault report is logged by PT until the Service is restored) and PT shall allow the Customer a proportionate rebate of such time based Charges and may credit such amount against subsequent invoice(s). PT shall have no other liability for failure or unavailability of the Telecommunications Network.

3 PT'S RIGHTS AND OBLIGATIONS

3.1 PT 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.

3.2 PT will provide an after sales service and help desk contactable by telephone as may be notified from time to time.

4 CUSTOMER RESPONSIBILITIES

4.1 The Customer shall at all times:

4.1.1 comply with any reasonable directions or instructions (including requests for assistance or information) issued from time to time by PT in connection with the Services or any of them;

4.1.2 pay PT's Charges under this Agreement on or before the due date for payment without set off or deduction;

4.1.3 ensure insofar as is possible that the Telephone Numbers are not used in any unlawful, improper or damaging manner;

4.1.4 indemnify and hold harmless PT against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the Services or other breach of the Agreement and all costs and expenses reasonably incurred by PT in investigating and/or defending itself in relation to any such claim or proceedings;



4.1.5 indemnify and hold harmless PT against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from a claim by a third party where the third party claims it has the right to prevent the Customer from using the Telephone Number;

4.1.6 provide all information and assistance reasonably required by PT to enable PT to perform its obligations under this Agreement, including providing or procuring access to the Customer's premises and a suitable and safe working environment; and

4.1.7 promptly notify PT if it becomes aware of any threat to the security of the Services.

4.2 The Customer shall not use the Services in any way which would:

4.2.1 contravene the Acceptable Use Policy (where applicable);

4.2.2 compromise the security of the Equipment or other systems, including by introducing viruses or failing to employ appropriate security procedures;

4.2.3 enable or permit unauthorised access by the Customer or third parties to data stored on the Telecommunications Network;

4.2.4 contravene or cause PT to contravene any Regulation;

4.2.5 be for any improper, immoral or unlawful purpose;

4.2.6 enable or permit unauthorised access to any data stored on any Telecommunications Network;

4.2.7 cause a degradation of service to any other customer of PT;

4.2.8 involve the sending of unsolicited marketing or advertising materials;

4.2.9 result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or material which is a nuisance, hoax, abusive, racist or indecent or which would result in the breach of any third party's Intellectual Property Rights, confidential information or privacy;

4.2.10 breach or cause PT to breach any applicable data protection legislation including, but not limited to, GDPR;

4.2.11 cause any overload of any Telecommunications Network without providing PT with reasonable notice; or

4.2.12 cause PT to lose or breach any authorisation by which it is authorised to provide the Services.

4.3 The Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means that it judges appropriate.

4.4 To enable PT to perform its obligations under this Agreement, the Customer shall obtain all requisite licences, consents and permissions and permit or procure permission for PT, its agents or subcontractors to have access to the Customer's premises and shall provide such reasonable assistance and information as PT requests from time to time.



4.5 PT will routinely work during normal office hours. Any request by PT to carry out work at other times may be refused by the Customer. Any request by the Customer that PT carry out work at other times may be refused by PT, but if accepted such work will be charged to the Customer at PT's then current standard rates.

5 CHARGES AND PAYMENT

5.1 The Connection Charge and the Initial Service Charges are payable on completion of the Customer Service Application or Customer Order Form.

5.2 Charges are calculated on a monthly basis and are payable within ten (10) days of the date of invoice. PT will provide Customers with a copy of their monthly invoice by posting invoices on the Customer section of the PT website, or otherwise as may be notified to the Customer. Such invoices shall include such minimum level of itemisation as may be prescribed in the Regulations and such further itemisation as the Customer may reasonably require except in relation to any calls made from any Telephone Number which are free of Charge to the Customer, including calls to help lines. If Charges are ascertainable in advance they may be invoiced in advance. In respect of unascertainable future charges PT may require a reasonable security deposit.

5.3 Unless otherwise agreed in writing PT requires the Customer to pay all Charges by monthly direct debit. In the event that the Customer is unwilling or unable to pay by PT's chosen automated means, or such automated means are not set up or fail for any reason before PT invoices the Customer, an additional administration charge shall be levied for each invoice paid by any other method. Administration charges may also be added by PT for any Direct Debit returned by the bank as unpaid.

5.3.1 PT reserves the right to amend charges from Monthly to Annual (payable in advance) where monthly payments are not met in accordance with Clause 7.3.

5.4 Certain Services (including but not limited to divert to mobile or international) are subject to additional costs which are outside the control of PT. PT shall be entitled to charge the Customer for these Services in accordance with the Charges set out in the Customer Order Form (or on a pass-through basis if no such Charges are specified). Operators may increase their charges to PT from time to time and where any such charges to PT are increased it shall forthwith advise the Customer and be entitled to increase its Charges for the relevant Services accordingly. For the avoidance of doubt divert to mobile charges imposed by PT shall be in accordance with the charges of the network of the range holder for the target destination number.

5.5 PT shall be entitled to recover from the Customer any charges levied on PT in respect of calls made to any of the Telephone Numbers from a public payphone. PT will use reasonable endeavours to notify the Customer in the event that such charge varies from time to time.

5.6 Overdue payments shall be subject to interest at an annual rate equal to the statutory interest rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgement.



5.6.1 Where third party debt collection services are used, overdue payments will be subject to additional commission charges levied by the debt collection agency.

5.7 Charges are exclusive of Value Added Tax which will additionally be payable at the applicable rate(s).

5.8 PT shall in respect of each Service be entitled to review and vary from time to time the Charges and introduce new charges. Without prejudice to clause 5.4 the varied or new charges shall take effect no earlier than two (2) weeks after notification to the Customer.

5.9 Charges may also be imposed in the following circumstances brought about by a Customer request for:

5.9.1 change to service configuration such as (but not limited to) change of target destination, upload of new audio files and change to service features;

5.9.2 change of Operator for any Telephone Number;

5.9.3 change of service provider upon termination of this Agreement in respect of any Telephone Number;

5.9.4 transfer of any Telephone Number to another subscriber (minimum £50); or

5.9.5 change of any Service, including a change of address or location for the Services.

5.10 The Customer shall not dispute the amount of any Operator generated Charges unless and then only to the extent that PT is entitled to dispute such Charges with the Operator.

5.11 PT shall be entitled to impose a Charge in the event that the Customer requests and PT agrees, to reconnect the Telephone Number following disconnection under clause 7.

5.12 PT shall provide to the Customer call statistics on a monthly basis. The data supplied by the relevant Operator to PT shall be conclusive for the purpose of calculating any such Rebate.

5.13 The Customer shall deliver to PT an invoice for the Rebate no later than thirty (30) days after the issue by PT of the notification of Rebate in accordance with clause 5.12. PT shall pay any outstanding Rebate payments within thirty (30) days of the date of the Customer's invoice or (if later) within seven (7) days of the applicable sums being paid to PT by the relevant Operator. The Customer shall not be entitled to submit an invoice later than thirty (30) days after the date of the relevant notification of Rebate nor shall PT be required to pay any such invoice submitted after that period.

5.14 PT shall be entitled to withhold any Rebate due to the Customer:

5.14.1 upon the suspension of the Service in accordance with clause 7;

5.14.2 if PT suspects the Customer is in breach of any term of this Agreement or any other agreement between the parties;

5.14.3 if PT suspects the Customer has obtained or increased its entitlement to any Rebate by fraudulent or improper means;

5.14.4 if PT has not received the corresponding payment from the Operator;



5.14.5 the Operator requires repayment of any payment made to PT in relation to the relevant Service and, if such withheld Rebate is insufficient to make such repayment, the Customer shall pay the balance to PT; or

5.14.6 to meet any fines or administrative charges payable by PT to PSA in relation to the relevant Service and, if such withheld Rebate is insufficient to make such payment, the Customer shall pay the balance to PT.

5.15 PT shall be entitled to set off any Charges due to PT against any Rebate due to the Customer, but the Customer shall have no right to deduct any Rebate from any Charges due to PT, unless otherwise agreed in writing by PT.

6 PT'S LIABILITY

6.1 PT does not exclude or restrict any liability to the Customer in the case of fraud or for death or personal injury attributable to its own negligence or that of its employees or agents.

6.2 PT 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, PT 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 undertakings, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by law.

6.4 PT will have no liability for the security of the Customer's use of the Services or for any loss or corruption of any of the Customer's data and the Customer shall be responsible for providing such safeguards as it deems appropriate.

6.5 PT 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.

6.6 Subject to clause 6.1, in no circumstances shall PT's liability to the Customer of any nature arising out of or in connection with this Agreement exceed ten thousand pounds sterling (£10,000) for a single incident or series of related incidents.

7 SUSPENSION OF SERVICES

7.1 Without prejudice to its rights under clause 10.1, PT may suspend all or part of the Services or any of them for so long as reasonably required or disconnect any Telephone Number at any time subject to clause 7.3 if:



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7.1.1 the Customer has not paid all or any part of any invoice for the Services in accordance with clause 5 within fourteen (14) days from receiving written notice from PT that it is due and demanding payment;

7.1.2 the Customer is in material breach of this Agreement or any other agreement between the parties;

7.1.3 PT has reasonable cause to believe that the Customer or any third party is acting in breach of the Acceptable Use Policy;

7.1.4 technical limitations exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services;

7.1.5 if and to the extent that in PT's opinion the Customer's conduct is likely to result in the breach of any law or is otherwise prejudicial to PT's interests;

7.1.6 the Customer acts in such a way or permits anything to be done which, in the reasonable opinion of PT, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network;

7.1.7 required to do so directly or indirectly by law, the Operator, OFCOM or PSA or under any Regulation;

7.1.8 such action is required for modification or maintenance or in cases of emergency; or

7.1.9 PT has reason to believe the Services are being used for unlawful, fraudulent or improper purposes.

7.2 In the case of any proposed disconnection pursuant to clause 7.1, PT shall give the Customer due notice of any consequent service interruption or disconnection and, except in cases of fraud, persistent late payment or non-payment, any such service interruption shall be restricted, as far as technically feasible, to the Service concerned. In other cases, PT shall give, as far as technically feasible, such notice as is reasonable in the circumstances.

7.3 The Customer shall remain liable for all Charges during any period of suspension or disconnection attributable to the actions or omissions of the Customer and for any subsequent reinstatement or re-connection.

8 GDPR

8.1 Information that the Customer provides to PT about private individuals relevant to PT's dealings with the Customer will be stored within PT's computer system and manually for so long as may be necessary to provide the Services and until any Charges cannot be lawfully challenged, subject to any maximum and/or minimum periods prescribed by any Regulation.

8.2 For the purpose of GDPR, PT will only use such information for the purposes of providing service to the customer



8.2.1 communicating with the individuals concerned as necessary in connection with the Customer's dealings with PT;

8.2.2 communicating with the Customer in connection with PT's services generally;

8.2.3 providing it to the Operator to enable the provision of the Services or to third parties as required by the Customer or by law or as necessary in connection with the Customer's dealings with PT (including for inclusion in publicly available directories). Those third parties may be outside the European Economic Area;

8.2.4 providing it to licensed credit-reference agencies for credit checks to be undertaken; or

8.2.5 providing it to the police and other enforcement agencies for the investigation of fraudulent, criminal, terrorist or other illegal activities.

8.3 By giving PT that information the Customer consents to PT holding, using and disclosing it for those purposes.

8.4 PT is permitted under GDPR to hold and use personal data for the purposes specified above. It will not process such data provided by the Customer otherwise than for those purposes or as otherwise required by the Customer or whether required by law.

9 TERMS OF THIS AGREEMENT

9.1 PT may at any time amend the terms of this Agreement:

9.1.1 On giving not less than one month's notice to the Customer such notice to be sent to the Customer by email or letter; or

9.1.2 with immediate effect on giving to the Customer such notice as is reasonable in the circumstances if so required by Regulation or by PSA or OFCOM or any other relevant authority, or to reflect changes to any relevant contract with an Operator.

9.2 The Customer will be bound by such amended terms if it continues to use the Services after the date of any such amendment, save that the Customer may by not less than one (1) month's counternotice expiring on or before the date of the change terminate this Agreement.

10 TERMINATION

10.1 PT may terminate this Agreement by giving the Customer not less than one (1) month's written notice expiring at or after the end of the Minimum Period. The Customer may terminate this Agreement in accordance with clause 10.3.

10.2 Without limiting the generality of clause 10.1, PT may terminate this Agreement as a whole or in part immediately by notice in writing to the Customer if:



10.2.1 the Customer is in material breach of any of the terms of this Agreement which cannot be remedied, or in material breach which can be remedied but is not remedied within thirty (30) days of the date of written notice from PT specifying the breach and requiring it to be remedied, or commits persistent breaches of the Agreement;

10.2.2 the Customer fails to pay any sum and PT has the right to suspend or disconnect under clause 7.1, subject to clause 7.2;

10.2.3 the Customer refuses to pay sums due under the Agreement in advance following a request by PT in the event that the customer has previously failed to pay a sum due under the contract or has paid such sums late;

10.2.4 the Customer (being an individual) becomes bankrupt or is unable to pay his debts within the meaning of ss 267 and 268 Insolvency Act 1986 or (being a company) becomes insolvent or goes into liquidation either voluntary or compulsory (other than for the purposes of reconstruction or amalgamation) or is wound up, or an administrator, receiver or administrative receiver is appointed over all or any assets of such company or an encumbrancer takes possession of all or any such assets;

10.2.5 any licence, permission, agreement or authorisation granted to the Customer, the Operator or to PT necessary for the provision of the Services is suspended, revoked or terminated; or

10.2.6 PT is unable to recover from the Operator revenue payments due to the Customer.

10.3 Subject to clause 15, the Customer may terminate this Agreement, as a whole or as it relates to any Telephone Number or any Service, as applicable:

10.3.1 at any time, but subject to (a) giving a minimum of thirty (30) days' prior written notice to expire at the end of the Minimum Period, or any anniversary thereof; and (b) the Customer having paid all outstanding sums due under the terms of this Agreement;

10.3.2 upon the transfer of the Telephone Number the subject of the Agreement to another Operator or service provider (pursuant to clause 15.4);

10.3.3 in accordance with clause 9.2; or

10.3.4 immediately by written notice if PT is in material breach of this Agreement which is not remedied within thirty (30) days of the date of written notice from the Customer specifying the breach and requiring it to be remedied.

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

10.5 If the Customer terminates the Agreement in whole or in part under clause 10.3.1 or 10.3.3, the Customer shall be liable to pay PT any compensation for the Loss Of Revenue due in respect of the period from the date of termination to the expiry of: (a) the Minimum Period (if still current at the time of termination); or (b) (if the Minimum Period is no longer current at the time of termination) any subsequent twelve (12) month period which commenced at the expiry of the Minimum Period



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(or subsequent anniversary thereof), together with any termination charges specified in the Customer Order Form or otherwise notified to the Customer.

10.6 On termination of this Agreement for whatever reason, each party shall promptly return to the other any property or information belonging to such other party.

11 NOTICES

11.1 PT shall address all invoices and serve any notices on the Customer pursuant to this Agreement electronically, in writing or by post 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. The Customer shall be responsible for notifying PT of any change in the Customer's contact details and PT shall not be liable for any loss, expense or damage suffered or incurred by the Customer resulting from any failure by the Customer to notify PT of any change of contact details.

11.2 The Customer shall address all invoices and serve any notice pursuant to this Agreement by post on PT at its address specified on the Customer Order Form.

11.3 All posted documents shall be deemed served forty-eight (48) hours after posting.

11.4 The Customer shall be deemed to have received notification of any information on PT's applicable prices and tariffs and on PT's standard terms and conditions from time to time in respect of access to and use of the Services which are sent to the Customer or published by PT on its website or otherwise made generally available to its customers.

12 CONFIDENTIALITY

12.1 Neither party shall disclose to any third party without the prior consent of the other party any confidential information which is received from the other party as a result of this contract. Both parties agree that any confidential information received from the other party will only be used for the purposes of providing and receiving Services. These restrictions do not apply to any information which:

12.1.1 was or becomes generally available to the public other than as a result of a breach of an obligation under this clause 14;

12.1.2 was acquired by a third party owing no obligation of confidence in respect of the information; or

12.1.3 was known to a party before the information was disclosed to it by the other party.

12.2 Notwithstanding clause 12.1 PT will be entitled to disclose the Customer's confidential information to a third party to the extent required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such confidential information.

13 INTELLECTUAL PROPERTY



13.1 Except as expressly set out in this Agreement, all Intellectual Property Rights in PT's Equipment will remain with PT or PT's suppliers or licensors.

13.2 Where Software is provided to enable the Customer to make use of the Services, PT grant to the Customer a non-exclusive non-transferable licence to use the Software solely for the purpose of receiving the Services. Where any additional terms and conditions apply to its use of Software PT will make these known to the Customer and the Customer will, if requested, sign any agreement reasonably required to protect the owner's rights in the Software.

13.3 The Customer will not copy, decompile or modify the Software without PT's prior written consent (except as permitted by law) and will not distribute or disclose the Software to any third party.

13.4 The Customer acknowledges that PT has no obligation to review or edit any of its information or third party information which the Customer stores on or transmits through the Equipment or uses in connection with the Services. However, PT reserves the right to access, retain and disclose copies of such information for the purposes of:

13.4.1 correcting, maintaining and improving the Services;

13.4.2 complying with any applicable laws, Regulations, statutory instruments or the terms of PT's licences and contracts;

13.4.3 observing the performance of the Services;

13.4.4 retaining a record of activity on PT's Equipment or systems;

13.4.5 complying with any request for information or disclosure from a court or other appropriately authorised body; or

13.4.6 ensuring that the Customer is complying with the Acceptable Use Policy.

14 FORCE MAJEURE

14.1 Neither party shall be liable to the other party for any delay in performing or failure to perform any of its obligations under this contract (other than the obligation to pay the Charges) which occurs as a result of circumstances beyond a party's reasonable control (a Force Majeure Event) including (but not limited to) terrorist attacks, riots, fire, explosion, accidental damage, adverse weather conditions, power failures, non-availability of any third party telecommunication equipment.

14.2 If the Force Majeure Event continues for a continuous period of more than three months, then either party may terminate this contract by giving not less than fourteen (14) days' written notice to the other party.

15 ALLOCATION AND USE OF TELEPHONE NUMBERS AND CODES



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15.1 Where PT allocates to the Customer any telephone numbers or codes as part of the Services, the Customer acknowledges that it will not acquire any legal, equitable or other rights in relation to any numbers or codes.

15.2 PT may on giving the Customer notice withdraw or change any such numbers or codes.

15.3 The Customer may not sell or transfer or seek to sell or transfer any numbers or codes allocated by PT without the prior written consent of PT.

15.4 The Customer may port numbers to PT and may also port numbers to other carriers with whom PT has porting agreements. Any porting is subject to:

15.4.1 payment of all outstanding sums due to PT right up until the point the relevant number(s) is/are actually ported to another carrier;

15.4.2 payment in respect of any Loss of Revenue during the: (a) remainder of the Minimum Period (if the porting takes place prior to the end of such period); or (b) any subsequent twelve (12) month period which commenced at the expiry of the Minimum Period, or subsequent anniversary thereof, (if the Minimum Period is no longer current at the time of termination); and

15.4.3 the Customer being responsible for ensuring the destination number it supplies to PT is accurate for the purposes of porting.

15.5 All Intellectual Property Rights or other rights in any numbers or codes allocated by PT shall at all times, as between PT and the Customer, remain vested in PT.

16 GENERAL

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

16.2 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) that are not set out in this Agreement.

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

16.4 This Agreement shall supersede all prior representations, arrangements, understandings and agreements between the parties relating to the subject-matter contained herein and this Agreement shall constitute the entire, complete and exclusive agreement and understanding between the parties hereto.

16.5 No variation of this Agreement or waiver hereunder shall be effective unless agreed in writing by PT.



16.6 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.

16.7 The Customer shall not assign transfer or sub-contract or try to assign any or all of its rights and responsibilities under the Agreement. PT may sub-contract transfer its rights and obligations hereunder to any third party or transfer the same to a new service provider.

16.8 Except as otherwise provided in an applicable Customer Order Form, the Customer shall not resell or otherwise make the Services available to any other person, or sell or transfer any Telephone Number to any third party without the prior written consent of PT, save that the Customer may port any Telephone Number to PT or to any other carrier with which PT has a porting arrangement.

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

16.10 Nothing within this Agreement is intended to create third party rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.11 This Agreement is governed by English Law and the English Courts shall have exclusive jurisdiction as regards any dispute.

17 DEFINITIONS

“Acceptable Use Policy” means PT’s policy for the use of the Services as revised by PT from time to time; “Account” means the record of all Charges due from a Customer;

“Agreement” means the agreement between PT and the Customer in respect of the Services comprising the Customer Order Form and these terms and conditions;

“Charges” means: (i) the charges payable in respect of the Services (as amended from time to time in accordance with clause 5.8) as set out in the Customer Service Application or Customer Order Form or as otherwise notified to the Customer before they are incurred; and (ii) those charges relating to the Customer's actual use of the Telephone Number(s) (i.e. the "call traffic" associated with such Telephone Number(s)), together with all appropriate taxes and any interest due in accordance with clause 5.6;

“Customer” means the party named as such on the Customer Service Application or Customer Order Form to whom PT agrees to provide Services and by whom Charges are payable;

“Customer Equipment” means any hardware and/or software owned, controlled or licensed by the Customer and provided to PT by the Customer or otherwise made available for the purposes of providing the Services;

“Customer Service Application” and “Customer Order Form” means PT's customer order form for provision of the Services completed by or on behalf of the Customer and agreed by PT;

“Equipment” means any hardware and/or software used by PT to provide the Services;



"Intellectual Property Rights" means all copyright, database rights, rights in software, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world now or in the future;

"Loss Of Revenue" means the revenue (including all Charges) which would have been due or which PT could reasonably have expected to have earned until the expiry of the Minimum Period (or expiry of a subsequent twelve (12) month period), and shall be calculated using the average monthly revenue (including all Charges) earned over the previous six (6) months to calculate the estimated monthly revenue for the each of months remaining until the expiry of the Minimum Period or subsequent twelve (12) month period;

"Lost Revenue Period" has the meaning given in clause 10.5;

"Minimum Period" means the minimum period during which PT shall provide the relevant Service and shall be the period identified as the "Minimum Period" in the Customer Service Application or Customer Order Form or if no such period is specified twelve (12) months;

"OFCOM" means the Office of Communications;

"Operator" means the provider of access to the Telecommunications Network;

"Order" means a Customer's order for services made on a Customer Order Form;

"PSA" means the regulatory body now known as Phone-paid Services Authority and formerly known as the Independent Committee for the Supervision of Standards of Telephone Information Services;

"Porting" or "Port" means to move the end-user's destination number or services from one Operator to another Operator;

"Rebate" means a payment due to the Customer in accordance with the Customer Order Form;

"Regulation" means law or regulation affecting the provision of the Services, including the General Conditions published by OFCOM from time to time, and any applicable or relevant rule or regulation published by PSA;

"Service Failure" means any failure, error or defect in the provision of the Services by PT but excludes failures, errors or defects arising from, caused by or contributed to by the Customer's acts or omissions or by third parties including other providers of telecommunications, computers or other equipment or services including internet services or any failure, error or defect arising as a result of causes beyond PT's reasonable control;

"Services" means the services as set out in one or more Customer Order Forms for the Customer or otherwise notified in writing by PT to the Customer;

"Software" means the software provided by PT to the Customer for the purposes of enabling the Customer to use the Services;

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



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“Telephone Number” means the telephone number (including "Premium Rate" number as defined by PSA from time to time and 0871 numbers if applicable) allocated to a Customer as part of the Services;

“PT” means Pactel Solutions Ltd trading as Pactel Telecoms (company number 4379967) whose registered office is at 16 Baddow Road Chelmsford CM2 0DG; and

“PT Site” means the premises owned or controlled by PT or by its contractor at which any of the Equipment and/or Customer Equipment is located or is to be located.