

Terms and Conditions for Supply of Voice and Mobile Services

1. Definitions / Interpretation

"Abtec" and "Abtec Network Systems" means Abtec Network Systems Ltd whose registered office is Barents House, Compass Point, Market Harborough, Leicestershire, LE16 9HW together with any subcontractors that Abtec Network Systems Ltd may employ.

"Customer" means the individual or organisation detailed in the Order Form.

"Business hours" means 9.00am to 5.30pm, Monday to Friday excluding English public holidays

"Service" and "Services" means all telecommunications and other services provided to the Customer by Abtec under this Agreement and on any Appropriate Service Provision relating to this Agreement.

"Order Form" means any and all documentation, schedules and rates relating to the specific services provisioned to the Client by Abtec.

"Technology Fund" means an allocation of money, either provided as a credit on the Customer's account or equipment provided as part of the agreement.

"Contract Period" means the minimum duration of the Service as defined on the Order Form.

2. Commencement and provision of Services

2.1 On the initiation of an agreement to provide a Service to the Customer, Abtec shall inform the Customer of the expected commencement date for the Service and shall make all reasonable endeavours to supply the Service by this date.

2.2 Abtec may vary the features and functions of the Services from time to time for operational or service enhancement reasons. Abtec will endeavour to notify the Customer of any such alterations.

2.3 In the event of a fault affecting the service Abtec will respond within four business hours of the Customer reporting such fault to Abtec. If the fault is not cleared within the response time Abtec will provide a full progress report and Abtec shall use all reasonable endeavours to remedy any failure or fault in the Services as soon as is practical.

2.4 In the event that Abtec wishes to install equipment to facilitate provision of Services, the Customer shall at its own expense and in advance of installation, obtain necessary consents; provide trunking conduits and cable ducts; provide any necessary electricity supply.

2.5 Any equipment which has been provided as part of the Service and not owned by the Customer where sited at the Customer's premises shall remain the property of Abtec at all times and the Customer shall be liable for any damage to such equipment however incurred other than reasonable wear and tear.

2.6 The customer will not acquire any rights of ownership for any numbers allocated to the customer for the Services.

2.7 In order for Abtec to provide Services to the Customer, it may be necessary for the Customer, at the Customer's own expense, to remove, or instruct a third party to remove, previously installed equipment or programmed access codes.

2.8 Abtec shall exercise reasonable care and skill of a competent telecommunications services provider in the performance of its obligations under this Agreement, but cannot guarantee that the service will be uninterrupted, timely, secure and error free, other than as provided for in the terms and conditions of the Agreement.

3. Security and access to Services

3.1 In order to access the Services or information relating to it, the Customer may be provided by Abtec with access to a secure Web Site and passwords.

3.2 The customer is responsible for ensuring that any such passwords are kept confidential and not disclosed to any third party.

3.3 The Customer must inform Abtec immediately should it have reason to suspect that the security of any password in relation to the Services has become compromised and Abtec shall revoke and where necessary replace this password as soon as it is practical.

3.4 Abtec may change any password allocated to the Customer, or revoke access to the Web Site, if it suspects that there has been or is likely to be a breach of security or misuse of the Services, and shall notify the Customer accordingly.

4. Misuse

4.1 The Customer must not use or permit anyone else to use the Services for any fraudulent, illegal or immoral purpose or for any purpose that is offensive, abusive, indecent, defamatory, menacing or obscene.

4.2 Should Abtec suspend the Services for reasons of misuse under the terms of this Clause 4 it may refuse to restore Service to the Customer until it has received acceptable assurances from the Customer that there will be no further misuse

5. Charges and Payment

5.2 The Customer shall be billed monthly, quarterly or annually in advance for any recurring charges applicable to the Services.

5.3 The Customer shall be billed monthly in arrears for charges relating to usage of the Services.

5.4 The Customer shall be billed monthly in advance on the account of charges relating to usage of the Services where Abtec determines that the usage and provision of the Services requires prepayment. Such prepayment will be reconciled monthly against actual usage and all payments will be credited to and adjusted on the Customer's account.

5.5 Any one-off charges such as installation or connection fee shall be charged to the Customer immediately following completion, or may be requested in advance.

5.6 The Customer is responsible for all charges for usage of the Services supplied to it under this Agreement, whether used by employees of the Customer or any other person with or without the Customer's permission.

5.7 Usage charges shall be calculated in accordance with Abtec's published rates for the Services covered by this Agreement, unless otherwise expressly stated or on the Order Form relating to this Agreement.

5.8 Abtec reserves the right to alter its pricing for the Services from time to time, and shall notify the Customer of such alterations which will, unless otherwise notified, be effective immediately on notification of the Customer.

5.9 Unless otherwise stated, any amounts due to Abtec under this Agreement exclude VAT or similar taxation which shall be added to the Customer's bill at the prevailing rate.

5.10 The customer agrees to pay all charges within the payment terms without deductions.

5.11 Should the customer fail to pay the due charges on time Abtec has the right to charge interest at the rate of 2% per month until cleared funds have been received.

5.12 Should payment not be received on time Abtec has the right to terminate the services supplied.

5.13 If the services are terminated because payment has not been received Abtec reserve the right to charge for reconnection at current tariff rate.

5.14 Payment can be received by cheque or by electronic transfer.

5.15 Abtec may limit the amount of credit extended to the customer, and may request a deposit against future supplies of the service.

5.16 Abtec reserves the right to amend payment terms, tariffs, payment methods, and payment terms and the customer agrees to comply with such requests or authorisation required to ensure the implementation of any such request.

5.17 Any unused Technology Fund remaining at the end of the contract term will be retained by Abtec.

6. Suspension

6.1 Abtec may at any time suspend the Service for necessary repair, maintenance or improvement to its systems. In such cases Abtec shall give as much oral or written notice as is reasonably practicable, and will restore the Services as soon as is reasonably practicable following such a suspension.

7. Term, amendment and termination.

7.1 This Agreement, other than the charges payable under it, may only be modified in writing by a document that refers to this clause 7, and signed by both parties.

7.2 The term of this agreement shall be determined by the terms of the individual Services provisioned under this agreement. Minimum Contract duration is defined on the associated order form

7.3 After the initial term, the Customer may terminate this Agreement by giving no less than 90 days written notice to Abtec.

7.4 Abtec may terminate this Agreement by giving no less than 90 days written notice to the Customer.

7.5 Either party may terminate this Agreement with immediate effect on written notice to the other, if the other commits a material breach of this Agreement.

7.6 Either party may terminate this Agreement with immediate effect on written notice to the other if the other is subject to bankruptcy or insolvency proceedings.

7.7 Abtec may terminate this agreement with immediate effect on written notice to comply with an order from a competent regulatory authority.

7.8 On termination all charges for all Services shall become immediately due; this may include term charges for periods not yet passed.

7.9 If for any reason the Service is terminated within the minimum Contract Period and a Technology Fund has been provided, all equipment purchased or provided as part of the Technology Fund as well as any remaining unused Technology Fund is to be returned to Abtec on termination of the agreement.

8. Transfer of Agreement

8.1 Abtec reserves the right to transfer this Agreement and all the terms and provisions herein to a third party Service provider, thereby terminating the direct relationship between Abtec and the Customer. Abtec will provide no less than 7 days' notice of such a transfer and will make all reasonable efforts to ensure that the service provided is not affected.

8.2 The customer may not assign or otherwise transfer the rights or obligations under this agreement.

9. Indemnity

9.1 The customer indemnifies Abtec against any claims or legal proceedings arising from the use of the Services that are brought or threatened against Abtec.

10. Confidentiality

10.1 Both parties undertake to keep in confidence any information obtained under this agreement whether written or oral, including but not limited to, the prices payable by the Customer for the Services, and will not disclose such confidential information to any other person or organisation without prior written agreement of the other party, other where required to do so by law.

11. Limitation of Liability

11.1 Abtec will only be liable to the Customer for claims made by it in writing within six months of the date on which it becomes aware or ought reasonably to have become aware of the grounds of such a claim.

11.2 Abtec's aggregate liability to the Customer in connection with this Service Agreement whether in contract, tort (including negligence) or otherwise shall be limited to £1000 in respect of any single occurrence or series of occurrences whether successive or concurrent in any 12 month period.

11.3 Abtec's aggregate liability to the Customer in connection with this Service Agreement whether in contract, tort (including, without limitations, negligence) pre-contract or other representations or otherwise for direct or indirect economic loss, loss of profits, revenues, business, contracts, anticipated savings, goodwill or reputation, or wasted expenditure or for any indirect or consequential loss, corruption or destruction of data whether or not Abtec was advised or aware of the possibility of such damages, loss or expenditure.

11.4 Abtec shall not be liable for failure to perform or delaying performing any obligation under this Agreement if the failure or delay is caused by any circumstance beyond its reasonable control, any act or omission of carriers or suppliers, or regulatory intervention.

12. Matters beyond either party's reasonable control

12.1 Neither party is liable for any breach of this Agreement (other than to make payments due under it) to the extent that the breach was caused by a matter beyond its reasonable control including insurrection or civil disorder, war or military operation, national or local emergency, acts or omissions of government, highway or other competent authority, Abtec's compliance with any statutory obligation or any obligation under a statute, industrial disputes of any kind, fire, lightning, explosion, flood, subsidence, weather of exceptional severity or acts or omissions of persons for whom it is not responsible.

13. Notices

13.1 Any notice given under this agreement must be in writing and shall be via e-mail, fax or regular mail to the details under section 1 and 2 of this Agreement or such address notified to each other from time to time. Any notice shall be deemed to be served if sent by e-mail, provided that no 'non delivery reply' was received by Abtec and within 2 days if posted by first class mail.

14. Waiver

14.1 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute the waiver of the right or remedy of any other rights or remedies.

15. Entire Agreement

15.1 This Agreement, as amended from time to time, together with any document expressly referred to in its terms, contains the entire agreement between the parties in such matters.

16. General

16.1 Nothing in this agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as agent for the other party for any purpose.

16.2 English law shall govern the terms and conditions of this Agreement and the Customer and Abtec hereby irrevocably submit