

Standard Terms for Global 4 Telephone Services



Global 4 Communications Ltd Global House, Rusper Road, Horsham, West Sussex RH12 4QR
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www.global4.co.uk

"Global 4"	means Global 4 Communications Limited.
"Contract"	means the contract for the supply of the Service comprising these terms and the Request for Service included in your Customer Service Agreement (hereafter also referred to as "The Agreement").
"Service Provider"	means any third party service provider Global 4 uses, to provide the services under this Contract.
"Service"	means Global 4's voice and data services, provided via Global 4's nominated service provider(s).

1. GLOBAL 4 TELECOM SERVICES

- 1.1 Global 4 agrees to:
 - 1.1.1 provide the Customer with the Service and, where appropriate, with carrier pre-select.
 - 1.1.2 exercise the reasonable skill and care of a competent telecommunications provider.
- 1.2 Global 4 shall upgrade or reprogram the Customer's equipment as agreed between the parties.

2. THE CUSTOMER'S RESPONSIBILITIES

- 2.1 The Customer agrees to:
 - 2.1.1 ensure that any equipment used by the Customer in conjunction with the Service conforms to the relevant standards and approvals.
 - 2.1.2 hold such licences as are required under the Telecommunications Act 2003 (including any amendments thereto) to connect with Global 4 equipment and to receive the Service.
 - 2.1.3 ensure the safe use and custody of all equipment provided by Global 4.
 - 2.1.4 ensure that Global 4 has such rights of access and such facilities as Global 4 reasonably requires to perform its obligations under this Contract.
 - 2.1.5 comply with Global 4's reasonable instructions to modify its equipment in order to receive the Service.
 - 2.1.6 return all equipment provided by Global 4 upon termination of the Contract.
- 2.2 The Customer agrees not to:
 - 2.2.1 use the Service for any illegal or improper purpose nor allow another to do so.
 - 2.2.2 assign or transfer the Contract or any part of it without the prior written consent of Global 4.

3. LINE RENTAL

- 3.1 Where the appropriate sections have been satisfactorily completed on the Order Form:
 - 3.1.1 Global 4 will in return for payment of the Charges let to the Customer the Line from the Service Commencement Date.
 - 3.1.2 You will pay Global 4 the Charges in accordance with the terms of this Agreement.
 - 3.1.3 Global 4 will be responsible for maintaining the Line.
- 3.2 The Customer must report all faults on the Line to Global 4 within 24 hours of the fault occurring by contacting our Customer Service Help Desk.
- 3.3 The Customer may not use an alternative Carrier or service on the Line without our written permission which permission shall be in our absolute discretion and in the event that the Customer make such use of the Line Global 4 reserve the right to terminate this Agreement at any time without being liable to the Customer for any loss or liability incurred by the Customer as a consequence and you agree to indemnify us against all loss and keep us indemnified.
- 3.4 Global 4 reserve the right to use such Carrier or Carriers as Global 4 consider appropriate.
- 3.5 Global 4 do not guarantee that the Line will be free of faults but Global 4 will make best endeavours to correct any faults which are reported to us within a reasonable period of time Global 4 aim to do this within one working day of being notified of the fault.
- 3.6 Global 4, BT or any Carrier who may be supplying Services on the Line may at any time need to audit the Line to check its operational status and effectiveness and the Customer agree to co-operate with such audit promptly and fully.
- 3.7 In the event that the Line is already leased by the Customer on a contract with another provider which conflicts with this Agreement (eg the

- contract still has part of a fixed term left to run) Global 4 reserve the right to terminate this Agreement at our option and the Customer agrees to indemnify Global 4 for any costs resulting there from.
- 3.8 Global 4 rent the Line from another party and Global 4 cannot guarantee a particular quality of service on the Line.
- 3.9 This part of the Agreement is conditional upon:
 - 3.9.1 BT or such other provider as may be relevant carrying out a full site survey which it or they consider to be satisfactory.
 - 3.9.2 Any survey or enquiry which we carry out being in our opinion satisfactory.
 - 3.9.3 Global 4 reserve the right to delay implementation of this Agreement until such satisfactory survey or enquiry is completed and notified to Global 4 without being liable to the Customer for any loss incurred by the Customer.
 - 3.9.4 In the event of any such survey or enquiry not being satisfactory Global 4 reserve the right to terminate this Agreement at any time without being liable to the Customer for any loss incurred by the Customer.
 - 3.9.5 The Customer agrees to indemnify Global 4 for any loss incurred as a result of such survey enquiry or termination.
- 3.10 This Agreement is subject to BT's terms and conditions of business which may vary from time to time and those of any other provider including BT's or such provider's right to terminate the Line Rental.
- 3.11 In the event that BT or such provider terminates the Line Rental Global 4 reserve the right to terminate this Agreement at any time without being liable to the Customer for any loss incurred by the Customer or any third party.
- 3.12 The Customer may not misuse the Line or exceed its technical parameters or interfere with it or attach or connect anything to it or reconnect it to anything and if the Customer do any of these things. Global 4 reserve the right to terminate this Agreement at any time without being liable for any loss to the Customer and you agree to indemnify us for any loss we incur as a consequence.
- 3.13 Global 4 may terminate this Agreement at any time at its absolute discretion in the event that the Customer is in breach of any other agreement the Customer has with Global 4.

4. SUSPENSION OF THE SERVICE

- 4.1 Global 4 may, in its sole discretion and upon giving the Customer reasonable written notice, suspend the Service without compensation if Global 4:
 - 4.1.1 is entitled to terminate the Contract.
 - 4.1.2 is required to do so in order to avoid a breach of its service.
 - 4.1.3 believes the Service is being used in connection with any illegal or improper purpose.
 - 4.1.4 reasonably believes that the Customer will fail to pay any amount due under this Contract.
- 4.2 The Customer shall reimburse Global 4 for all reasonable costs and expenses incurred as a result of such suspension and any commencement of the Service as appropriate where suspension is implemented as a result of any act or omission of the Customer.

5. FAULT RESOLUTION

- 5.1 The Customer shall notify Global 4 of any material fault in the Service and Global 4 shall use all reasonable endeavours to remedy the fault as quickly as practicable.
- 5.2 At the Customer's request, Global 4 may agree to work outside its normal business hours and the Customer shall then pay Global 4 reasonable charges for complying with such request.
- 5.3 The Customer may be charged for any repair work and any reasonable costs incurred by Global 4 if such repair work results from the Customer's own act or omission or is requested by the Customer but is found by Global 4 to be unnecessary.

6. LIABILITY

- 6.1 As Global 4 is not aware how a breakdown or a defect in the service might effect the running of the customer's business, Global 4 will not be responsible for any loss of business or profits. As you (the Customer) are aware of your business requirements, if you think you require protection against this risk, you should insure against it yourselves.

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- The call and line charges have been worked out on the basis that Global 4 is not responsible for the risk, even if such loss is the fault of Global 4.
- 6.2 Neither Party shall be liable to the other for indirect or consequential losses or otherwise for harm to business, lost revenues, loss of anticipated savings or lost profits as set out in 6.1.
 - 6.3 All warranties and conditions, whether express or implied, are excluded.

7. CHARGES AND PAYMENT

- 7.1 Charges shall be set out in the Customer Service Agreement and associated quotations as applicable. Global 4 may vary the charges on 7 days notice to the Customer. These customers may include a periodic (typically annual) price uplift to tariffs and charges. Such changes will be notified with 7 days notice in writing on Global 4's website www.global4.co.uk.
- 7.2 Call charges shall accrue from the date on which the Customer Commences use of the Service and shall be invoiced monthly in arrears. Any fixed charges shall be invoiced monthly in advance.
- 7.3 When new lines have been ordered on your behalf from BT, you will be responsible for the BT installation costs. These will be charged in the month following the date of installation.
- 7.4 Each invoice shall be paid by the Customer within seven (7) days from the date of the invoice.
 - 7.4.1 Usage and Rental Charges: During the Term the Customer shall pay to Global 4 any Usage Charges and Rental Charges incurred in respect of the Service. Such Usage Charges and Rental Charges shall be invoiced to the Customer each month and shall be paid within seven (7) days of the date of Global 4's monthly invoice. No payment shall be considered made until it is received by Global 4 or its collection agency in cleared funds.
 - 7.4.2 Other charges: Any charges payable by the Customer in addition to those mentioned in this Paragraph 7 shall be due to be paid within seven (7) days of the date of Global 4's invoice.
 - 7.4.3 Direct Debit: The Customer shall pay all invoices by Direct Debit unless otherwise permitted by Global 4 in writing. If Global 4 permits the Customer to pay otherwise than by Direct Debit, Global 4 reserves the right to charge the Customer an additional administrative fee of £5 per invoice. In the event the Customer cancels any Direct Debit payment arrangements, Global 4 reserve the right to charge the Customer an administrative fee of £25 per invoice.
- 7.5 Interest shall accrue on overdue invoices from the due date until payment (whether before or after judgment) at the annual rate of 2 percent above the base lending rate from time to time of the Royal Bank of Scotland. Interest shall accrue even if the Contract is terminated for whatever reason.
- 7.6 All charges which are periodic in nature shall where relevant, be prorated on the basis of a 30 day month for the first and last calendar month of the supply of the Service.
- 7.7 All sums due to Global 4 are exclusive of Value Added Tax and any other applicable sales tax or duty which shall be invoiced at the prevailing rate. The Customer shall pay Value Added Tax due to Global 4 upon presentation of a valid invoice.
- 7.8 Call charges shall be calculated by reference to data recorded or logged by Global 4 and not by reference to any data recorded or logged by the Customer, nor by reference to any information provided by Global 4 to the Customer for information purposes only.

8. TERM AND TERMINATION OF THE CONTRACT

- 8.1 This Contract shall start on the date when you the customer signs the Customer Service Agreement as a Request for Service and Global 4 sign to accept you.
- 8.2 The Customer may terminate the Contract at any time by providing 30 days written notice at the end of the contract terms and paying all outstanding invoices. Global 4 shall only charge the Customer for such cancellation if the Customer cancels the Contract prior to making use of the Service whereupon any third party cancellation charges and any other reasonable costs incurred by Global 4 shall be payable by the Customer to Global 4.
- 8.3 Global 4 may terminate the Contract:
 - 8.3.1 at any time by providing 30 days notice providing that the initial contract period has been fulfilled and
 - 8.3.2 forthwith following any suspension of Service.

- 8.4 Either Party may terminate the Contract forthwith if:
 - 8.4.1 the other Party has committed a material breach which is incapable of remedy.
 - 8.4.2 the other Party has committed a material breach which is capable of remedy but which it fails to remedy within 15 days.
 - 8.4.3 the other Party becomes unable to pay its debts as stated in section 123 of the Insolvency Act 1986 (including any amendments).
 - 8.4.4 a liquidator (or any other professional relevant to bankruptcy) is appointed to manage all or some of the Parts assets (other than for the purpose of solvent amalgamation or reconstruction).
 - 8.4.5 the other Party enters into an arrangement or composition with it's creditors.
- 8.5 Either Party may terminate the Contract if the Service is interrupted for a period exceeding 1 month due to any event occurring outside the reasonable control of the parties.
- 8.6 Termination of the Contract shall not relieve the Customer of its obligation to pay any charges incurred or affect in any way the continuation in force of paragraphs 5, 6 and 8.

9. DATA PROTECTION

- 9.1 If the Customer is an individual about whom Global 4 processes personal data (as defined in the Data Protection Act 1998), the following shall apply:
 - 9.1.1 Global 4 may process such personal data for the purposes of administering the relationship with the Customer and, as part of its use of such data, may transfer that data to other Global 4 Affiliates in jurisdictions outside the European Union which do not provide the same level of protection for personal data as exists within the European Union.
 - 9.1.2 Global 4 may also, from time to time, use such personal data to provide the Customer, whether by telephone or facsimile or electronic mail or other means of communication, with details of products and services of Global 4 and/or Global 4 Affiliates which may be of interest to the Customer.
 - 9.1.3 Global 4 reserves the right to record all incoming and outgoing calls made with its clients for the purpose of administering the relationship with the client. Calls may also be recorded for training purposes.
- 9.2 By entering into this Contract, the Customer expressly agrees to the use of personal data for the purposes described above.

10. GENERAL

- 10.1 Global 4 may use sub-contractors to perform its obligations under the Contract.
- 10.2 Global 4 may at any time assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it or sub-contract any or all of its obligations under it.
- 10.3 All equipment provided by Global 4 shall remain the property of Global 4.
- 10.4 If any provisions of the Contract is held by a court or any government agency or authority to be invalid or unenforceable, the remainder of the Contract shall to the extent possible remain valid and enforceable.
- 10.5 In the event that the Service fails and the Customer has to use the services of another organisation Global 4 will not be responsible for any charges that the other organisation should make.
- 10.6 Neither party shall be liable to the other for any loss or damage that is caused by an event beyond its reasonable control. Such events include, but are not limited to, acts of God, lightning damage, fires, deficient power supplies, labour disturbances, loss of service on exchange lines provided by other telecommunications operators and any acts or omissions of Government, highways authorities, other telecommunications operators or third parties generally.
- 10.7 The Contract shall be modified only by written agreement of both Parties.
- 10.8 Failure by either party to exercise or enforce any right under the Contract shall not deprive either Party of the right to exercise or enforce any rights under the Contract on any later occasion.
- 10.9 Except in the case of fraudulent misrepresentation, this Contract expresses the entire understanding of the Parties in relation to the Service and replaces any and all former agreements, understanding, offers and representations (both written and oral) relating to the Service.
- 10.10 The Contract shall be governed by English law and the Parties irrevocably agree to the exclusive jurisdiction of the English courts.