

General Terms & Conditions

DEFINITIONS

The expressions in this Agreement shall have the following meanings except as otherwise provided.

"Act" means the Telecommunications Act 1984 and any amendments modifications re-enactments or replacements of the Act that have or may be made from time to time.

"Agreement" means these Terms & Conditions, any Relevant Supplementary Terms, and all contracts pursuant to the Orders.

"Company" means GTEQ Solutions Limited and its successors in title and assigns from time to time.

"Company Website" means www.gteq.co.uk

"Customer" means the customer of the Company so named in the Order

"Marks" means any trade marks, service marks or trade names of the Company or its suppliers and which are associated with the Products and Services (whether registered or unregistered).

"Order" means an order for the Products and Services provided in accordance with the provisions of the clause 2 of these Terms & Conditions.

"Products" means the CPE Systems and/or Equipment but excluding any services supplied to the Customer by the Company, as specified in an accepted Order.

"Services" means the services supplied by the Company such as fixed line and mobile voice calls including any network features and line rentals, internet access and standing monthly charges, telephone systems and maintenance, non-geographic numbers and other services and products agreed from time to time and as set out overleaf.

1 GENERAL

1.1 These conditions shall apply to the Agreement to the exclusion of any terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Customer to Company, and the provision of these conditions shall prevail unless expressly varied in writing and signed by a director on Company's behalf. Where Company specifically agrees terms with the Customer in writing those terms shall prevail over any conflicting terms in these conditions.

1.2 Any concession made or latitude allowed by Company to the Customer shall not affect Company's strict rights under the Agreement.

1.3 In any particular case any of these conditions shall be or be held to be invalid or shall not apply to the Agreement the other conditions shall continue in full force and effect.

1.4 Company reserves the right to vary the terms and conditions of this Agreement, by notifying the Customer of such variation on the Company Website, or otherwise notifying the customer in writing. Any variation to these terms and conditions shall take effect 30 days after notification, except any variation ("third party variations") which Company considers is required as a result of a change in (1) the law or a decision of OFCOM or other relevant authority, or (2) the terms of supply of any product or service of any operator, service provider, or supplier on which Company relies to provide the Services, which shall take effect as soon as the law or terms of supply of the underlying product or service changes. If the variation materially prejudices the Customer, the customer may before the variation takes effect give written notice to Company terminating the Agreement on the effective date of the variation. If Company does not receive notice of the Customers termination of the Agreement prior to the variation taking effect, the customer will be deemed to have accepted it.

1.5 The customer should periodically check the Company Website to make itself aware of the latest Terms & Conditions.

1.6 If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall to the extent required be severed from this Agreement and shall be ineffective without as far as is possible modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.

1.7 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

1.8 The Agreement represents the entire understanding between the Customer and Company in relation to the subject matter heard and supersedes all other agreements and representations made by either the Customer or Company, whether oral or written and the Agreement may only be modified if such modifications is in writing and signed by a duly authorised representative of the Customer and a Company Director.

1.9 Failure by either the Customer or Company to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any occasion.

1.10 Any notice, invoice or other document which may be given by either the Customer or Company under these conditions shall be deemed to have been duly given if left at or sent by first class post to an address stated on the contract. Invoices or other documents may be sent to the other parties' unusual or last known place of abode or business and such notice shall be deemed to be served immediately if left at the address for notice or 48 hours after posting if posted as aforesaid.

1.11 The Agreement shall be governed by the construed and interpreted in accordance with English law.

1.12 Customer shall not remove or alter any copyright, Mark or other proprietary notice on the Service, or any part of it or on any other material whatsoever provided by the Company.

1.13 The headings to this Agreement are for convenience only and shall not affect its interpretation.

1.14 Words in the singular shall include the plural vice versa references to any gender shall include the others and references to legal persons shall include natural persons and vice versa

2 THE SERVICES

2.1 The Company hereby grants to Customer a non-exclusive revocable right to use the Services in accordance with this Agreement.

2.2 Company undertakes to provide the customer with the services covering fixed line and mobile voice calls including any network features and line rentals, internet access and standing monthly charges, telephone systems and maintenance, non-geographic numbers and any other services and products agreed from time to time.

2.3 If appropriate the Customer authorises Company, its Partners agents, employees or other authorised personnel to reprogram its telephone equipment and/or install access equipment charged at its standard rates in order to provide the Services.

2.4 Where Company installs access equipment it remains the property of Company at all times and may be removed at Company's sole discretion if the Customer ceases to use the Services from Company. At the sole discretion of Company, the customer may be charged for the removal of this equipment.

2.5 All times dates and periods given for performance of the Services are given in good faith but without any responsibilities on Company's part.

2.6 Company's telephone network services will be provided via numerous telephone network providers and not limited to a single supplier. Company may switch between alternative telephone call providers at any time in its supply of the services for the customer so long as its quoted charges to the Customer do not vary outside the conditions of this agreement.

2.7 Company may switch between telephone network suppliers if it believes this to be in the best interest of the customer or Company.

3 AGREEMENT PERIOD AND TERMINATION

3.1 Unless a specific term is agreed the Agreement shall come into force on and with effect from the date this Agreement is accepted and authorised for and on behalf of Company and shall continue for the minimum period of thirty six months, (subject to the other provisions for termination contained in these conditions) prior to which, either Company or the Customer shall give ninety (90) days written notice to the other to terminate this agreement on the thirty sixth month. If either party do not serve notice prior to the expiry date of the minimum period then in accordance with and subject to Ofcom general condition 9 (GC9) the agreement will continue in force for another minimum period with the same notice provision. The Customer shall provide such notice to Company via recorded delivery mail. Mobile telephone contracts will be for thirty six months, unless otherwise stated, this term must be completed in full before the 30 day notice period can be accepted. If notice is given early an early termination fee will be charged. An upgrade/replacement mobile handset or mobile tariff change constitutes agreement to continue the contract for a further thirty six months.

3.2 The minimum term of the Agreement shall commence 30 (thirty) days from the acceptance of the Agreement or the service connection date, whichever is later.

3.3 If concessions have been provided from Company to the customer such as but not limited to free rental periods, hardware, access equipment, telephone system programming etc associated costs must be paid in full to Company at its standard rates should this contract be terminated within a period of less than thirty six months or agreed additional period extensions.

4 RESPONSIBILITY OF THE CUSTOMER

4.1 The Customer undertakes not to contravene the Act or any other relevant regulations or licences regarding the provision and use of the Services.

4.2 The Customer shall ensure that its telecommunications apparatus shall at all times conform to the relevant standard or standards (if any) for the time being designated under the Act and Company shall not be under any obligation to connect or keep connected any of its apparatus if it does not conform or if in Company's reasonable opinion, it is liable to cause death, personal injury or damage to property or to impair the quality of any Services provided by Company or to put Company in breach of Company's obligations to any third party. The Customer shall also comply with all relevant statutes, regulations or other legislation in force from time to time.

4.3 The Customer undertakes to use the Services in accordance with the Act and any licence granted there under. The Customer further undertake not to use the Services:

(a) as a means of Communication for a purpose other than that for which the Services are provided or

(b) for the transmission of any material which is defamatory offensive or of an abusive or obscene or menacing character or is of a nature which if transmitted would constitute a criminal offence or which infringes the rights of any third party including, but not limited to contractual rights and intellectual property rights or

(c) for any purpose which Company may notify to the Customer from time to time by reason of any relevant legislation which comes into force.

4.4 The Customer shall indemnify Company from all losses, fines, damages, claims, costs and expenses suffered or incurred by Company arising from, or in connection with the customer's use of the Services in contravention of any other provision of this condition or in breach of any other provision of the Agreement.

4.5 The Customer is responsible for the security of its own systems and any call charges that arise from misuse of those systems; including but not limited to fraudulent calls or misuse by its employees. All call charges are payable in accordance with these standard Terms & Conditions.

5 COMPANY'S ACCESS TO THE CUSTOMER'S PREMISES AND PROVISION OF INFORMATION BY THE CUSTOMER TO COMPANY

5.1 To enable Company to perform its obligations under the Agreement.

(a) The Customer shall permit or procure permission for Company, Company's Partners, Agents, Employees and any other persons authorised by Company to have access to the Customer's premises and shall provide such reasonable assistance and Information as Company shall request from time to time.

(b) Company will generally carry out work during normal working hours, but may request that the customer provides Company with access the Customer's premises at other times, but such requests shall not oblige the Customer to provide such access.

(c) At the Customer's request, Company may agree to work outside normal working hours and the Customer shall pay Company's usual additional charges for complying with such a request.

5.2 If the Customer requests maintenance or repair work which is found to be unnecessary, the Customer may be charged for the work and the costs incurred. Company will give notice that work is considered unnecessary prior to completion or raising relevant charges.

5.3 If the Customer ceases to use the Services the Customer must allow Company, its partners, servants or agents full access to its premises such that any access equipment remain the property of Company can be removed and Company's charges for the removal of any such equipment and any related system programming must still be paid.

6 SUSPENSION OF SERVICES BY COMPANY

6.1 Company may at its sole discretion upon giving the Customer written or verbal notice elect to suspend forthwith provision of the services until further notice without compensation on notifying the Customer either orally or in writing in the event that:

(a) the Customer is in breach of any term of the Agreement or

(b) Company are obliged to comply with an order, instruction or request of the UK Government an emergency services organisation or other competent administrative authority or

(c) the Customer has failed to pay an invoice by the due payment date either related or non-related to Company or related companies when due.

6.2 Where any suspension of the Services is implemented as a consequence of the Customers breach, fault or omission (but not otherwise) the customer shall reimburse Company for all costs and expenses incurred by Company's implementation of such suspension and/or the reconnection of the provision of the Services as appropriate.

6.3 If Company suspend all or part of the telephony service(s) to the Customer for non-payment of invoices in accordance with Company's payment terms, Company reserve the right to invoice the Customer for the remaining monthly rental/service charges and/or any unbilled products or services that have not been already invoiced at the time of the suspension of the service(s) for the minimum thirty six month contract period for fixed line and/or mobile phone monthly rental for which if invoiced payment will be due immediately to Company.

6.4 If Company exercises its right to suspend the Service(s) this shall not restrict Company's right to terminate the Agreement.

6.5 Where Company supply non-geographic numbers on termination of this agreement, the number(s) remain the property of Company.

6.6 While the service is suspended you are liable for all charges that become due under the contract prior to and during the period of suspension as well as any other losses suffered by us as a result of the breach of the contract by you including loss of profit, consequential loss and legal fees.

7 COMPANY'S LIABILITY

7.1 Company's aggregate liability to the Customer for any loss or damage of whatsoever nature and how so ever caused shall be limited to and in no circumstances shall exceed a sum equal to one months billing for the Services by Company to the Customer to a maximum of £50,000, based on the average billing for the Services by Company to the Customer over the previous 3 months or since the commencement of the Agreement if the contract commenced within 3 months of the date of the claim concerned.

7.2 In the event that either the Service fails or for any other reason and the Customer's calls are made via diverted to or leaked to another telephone call provider Company shall not be liable for any extra costs incurred by the customer with that company. Company shall only be entitled to charge the customer 'Usage' charges for calls which the customer makes through Company pursuant to the Agreement.

7.3 Company does not guarantee that its telephone call charges will at all times be the lowest for every type of call.

7.4 Nothing in these conditions shall impose any liability upon Company in respect of any non performance or Services which are not performed in accordance with the Agreement arising out of the Customer's own acts omissions negligence or default.

8 CHARGES, BILLING & PAYMENT

8.1 Unless otherwise agreed in writing the Customer agrees to pay for the Services by direct debit within fourteen days of the date of Company's invoice. Such invoices to be rendered during the continuance of the Agreement.

8.2 Fixed line and Mobile telephone line and 'features' rentals will be invoiced monthly in advance.

8.3 There is a minimum monthly billing charge of £10.

8.4 The Customer shall pay the price for the Services as set out in this agreement or in Company's quotation. Company shall be entitled to decrease its prices at any time. Such decreases to apply to all Services provided after the date of the decrease and to be reflected in Company's next invoice. Company shall be entitled to increase its charges at any time and shall give to the Customer 30 days notice of any such increase. Such increase shall take effect after the expiry of such notice. Upon notification of such increase the Customer shall be entitled to cancel the Agreement immediately by giving Company notice in writing within 30 days of the date of its notice of the increase in the charges if and only if the increase is greater than ten percent of the original quoted prices.

8.5 Company shall prepare and send to the Customer invoices each calendar month, covering charges for the services or in such form and manner as shall be agreed with the Customer. Usage charges payable, shall be calculated by reference to data recorded or logged by Company and not be referenced to any data recorded or logged by the customer and such data shall in the absence of manifest error be final and binding.

8.6 The time of payment shall be of the essence of the Agreement.

8.7 The Company reserves the right to charge interest at the rate of 3% over the base rate of Barclays Bank PLC on a daily basis on all monies outstanding after the due date until the actual date of payment.

8.8 If payment is made as a result of judgement the Company reserves the right to charge interest at the rate of 8% over the base rate of HSBC Bank PLC on a daily basis on all monies outstanding after the due date until the actual date of payment.

8.9 All sums referred to in the Agreement are stated exclusive of Value Added Tax and any other taxes of a similar nature which may from time to time be introduced which shall (if applicable) be charged by Company and payable by the Customer in the same manner as the usage charges.

8.10 The price for the services shall be due in full to Company in accordance with the terms of the Agreement and the Customer shall not be entitled to exercise any set-of, lieu, or any other similar right or claim.

8.11 You agree to pay the Connection, Monthly Access, Rentals, Call Charges and all other products and services shown in the contract.

8.12 If your Service is disconnected as a result of non-payment, the Company reserves the right to charge £35.00 plus VAT for each service that is reconnected. Reconnection of Service's can take up to 48 hours and the Company will not be liable for any loss of calls/business during this period.

8.13 If your payment is late, dishonoured or cancelled we reserve the right to charge you £25.00 plus VAT admin fee per direct debit account or £50.00 plus VAT admin fee for accounts paid by cheque.

8.14 In the event that upon termination for any reason you wish to port any mobile number or non geographic number to any other provider or network we shall be entitled:-

- (a) To charge you a reasonable administration fee of no greater than £35 per connection
- (b) Decline any request until you have complied with all your outstanding obligations under this agreement
- (c) Request payment of the administration fee prior to provision of the PAC code
- (d) Request all account payments are up to date before provision of the PAC code
- (e) Request 30 days notice be served and complete before provision of the PAC code

8.15 the Company will provide PAC codes within 48 hours if all conditions of clause 8.13 are satisfied.

8.16 If a Customer wishes to port to another network or service provider, Company will provide them with a Porting Authorisation code (PAC Code) after which they will have 28 days to port to another network or service provider. If the customer is still in contract with Company, a PAC code will not be provided until the minimum term including notice period has been completed or an early termination penalty has been paid in full along with all outstanding balances on the account.

8.17 Company do not accept responsibility for delays in the billing of any charges. Any delay that might happen does not alter your liability.

8.18 If you want to challenge an item on your bill, you must do so within one month of the date of the bill.

8.19 Calls made on overseas networks will be billed in sterling. This is calculated using the exchange rate applicable on the date the call was processed by the overseas network. This may differ from the exchange rate applicable at the time when the call was made.

8.20 Company measure the duration of each call to a fraction of a second. Summarised and itemised call costs are calculated in the same way.

8.21 Company have a minimum call duration of 59 or 99 seconds for all landline calls unless agreed in writing by Company.

8.22 All calls over £1.00 will be itemised free of charge on your bill. Fully itemised bills itemising all calls may attract a duration surcharge of up to 50% on your bill at the sole discretion of Company.

8.23 Each call charge will be rounded up to the nearest penny unless agreed in writing with the Company.

8.24 In the event that the Customer terminates this agreement before the minimum term or fails to give the ninety (90) days written notice period prior to the expiry of the minimum thirty six month term in accordance with this agreement, Company reserves the right to invoice the customer for loss of line rental, number rental and call revenue for the non completion of the minimum term or the short notice given. The sum will be calculated equal to the Customers average monthly bill from the start of the contract if applicable or the estimated monthly customer spend, which will be at the discretion of Company. The Customer shall also pay any outstanding bills for other services, fixed line rentals, number rentals or mobile phone rentals that are also due for the remaining contractual monthly outstanding rental charges.

8.25 If your contract is terminated by Company for any reason within your contract minimum term you will be liable for all charges including termination charges up to the end of your agreement.

8.26 Where your Agreement is breached you are expected to pay the full outstanding balance on your account immediately including any termination fees applicable.

8.27 Where charges due are not paid you will be liable for all costs and expenses incurred by us in attempting to obtain payment from you.

8.28 Company will accept payments by credit or debit card but will enforce at 3% charge against your balance if such payment method is used.

8.29 Company reserves the right to charge you a monthly administration fee of £25 for payment by any other method other than Direct Debit.

8.30 The Customer will pay all undisputed charges for the Service within 7 days of the date of GTEQ Solution's bill. If the Customer disputes any charge on a bill, the Customer will within 14 days of the date of the bill notify the Company in writing with all relevant information supporting the Customer's claim. Disputed charges once resolved will be payable within 7 days of resolution of the dispute.

8.31 Failure to contest a charge within thirty (30) days of the day of the invoice will create an irrefutable presumption of the correctness of the charge, absent manifest error, and that the Customer shall have waived its right to dispute that invoice.

8.32 Company may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

9 TERMINATION OF THE AGREEMENT

9.1 Notwithstanding any other provision of these conditions, either Company or the Customer (without prejudice to its other rights) may terminate the Agreement with immediate effect by giving notice in writing to the other, in the event that:

(a) the other is in breach of any provision of the Agreement and (where such breach is remediable) fails to remedy that breach within 14 days of a written notice from the non-defaulting party specifying the breach.

(b) the other is subject to bankruptcy or insolvency proceedings which shall mean bankruptcy proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress or seizure;

9.2 Notwithstanding any other provision express or implied in these conditions, Company (without prejudice to its other rights) may terminate the agreement with immediate effect, in the event that:

(a) any licence under which the Customer has the right to run its telecommunications system and connect it to Company's system is revoked, amended or otherwise ceases to be valid or

(b) the Customer fails to make any payment when it becomes due to Company.

9.3 On termination of the agreement for any reason, the Customer must pay Company any outstanding fixed line, mobile phone line rental, usage and all other charges for the Customer's usage of the services up to the date of termination.

9.4 Should your contract be terminated during the minimum term you will at your own expense return to us any of the equipment that belongs to us. (in accordance with terms title 14.1)

10 NO LIABILITY FOR LOSS OF PROFITS AND DATA

10.1 Company shall not be liable for any costs, claims, damages or expenses arising out of its negligence or its breach of contract or statutory duty calculated by reference to the Customer's loss of profits or income or production or by reference to the accrual or of any such costs, claims, damages or expenses on a time basis.

10.2 Company shall not be liable to the Customer for any costs, claims, damages or expenses arising as a result of its negligence or for its breach of contract or statutory duty calculated by reference to any loss of anticipated savings or profits whatsoever or for the corruption or destruction of data.

11 REPRESENTATIONS

11.1 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of Company's partners, agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

12 CONFIDENTIALITY

12.1 Neither Company nor the Customer shall whilst the Agreement is in force or thereafter disclose any confidential information of the other nor any details of the other parties commercial or technical activities or policy except insofar as is strictly necessary for fulfilling its obligations hereunder and

except for any disclosure required by statute or law, and saved for information which is subsequently enter the public domain.

12.2 Where your contract has been breached the Company reserves the right to use a Third Party agency to recover any outstanding balances owed by you, you will also be liable for an cost incurred with this method of collection.

12.3 Should Company use H M Court Services to obtain payment from you, you will be liable for all costs incurred and also be liable for additional interest charges in accordance with Section 69 of the County Courts Act 1984.

13 ASSIGNMENT AND SUB-CONTRACTING

13.1 The Company shall be entitled to assign, transfer, or sub-contract its rights and obligation arising under the agreement. Except as expressly provided in the Agreement, the Customer shall not assign, transfer, or sub-contract any of its rights or obligations under this Agreement without the prior consent in writing of Company.

14 TITLE

14.1 The title to the Products (even if a contribution is paid by you to us towards the cost of the equipment) shall not pass to you and shall remain with us until the contract has ended and you have paid in cleared funds all sums due to us under this contract in relation to all connected numbers under this contract.

14.2 Without our prior consent in writing you must not sell, lend, hire out, dispose of or otherwise part with any Product which is subject to this Agreement and/or connected to or used in connection with the network and/or the service.

15 DISPUTE RESOLUTION

15.1 This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with English law save that the Company shall have the right to sue for breach of its Intellectual Property Rights and Know-How (whether in connection with this Agreement or otherwise) in any country where it believes that infringement or a breach of this Agreement relating to its Intellectual Property Rights and Know-How might be taking place.

15.2 Subject to the above, the Parties shall irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales for the purposes of hearing and determining any dispute arising out of this Agreement.

15.3 Nothing in this clause shall however prevent either Party from exercising any rights available pursuant to any other provisions of this Agreement.

15.4 In the event of a conflict between the Terms & Conditions on the Company Website, Supplementary Terms, and Orders the following order of priority shall prevail (1) the Terms & Conditions on the Company Website (2) Supplementary Terms, and (3) the Order.

16 FORCE MAJEURE

16.1 Neither Party shall be liable for failure or delay in performing any of its obligations under this Agreement if such failure or delay is due to any circumstances beyond the reasonable control of the defaulting Party ("Force Majeure"). This includes but is not limited to Acts of God, war, acts of terrorism, fire, explosion, earthquake, flood, strikes and labour disputes, the inability to obtain materials, supplies, Network and PSTN availability, power or equipment necessary to enable such Party to perform its obligations under this Agreement and any act or order of any governmental or European Union authority or other regulatory body.

16.2 Each Party shall promptly notify the other in writing of any such event of Force Majeure, the expected duration of it and its anticipated effect on its ability to perform its obligations under this Agreement and make reasonable efforts to promptly overcome the delay occasioned by any such event.

16.3 If the Force Majeure in question continues for more than 30 days either Party may give notice in writing to the other to terminate this Agreement with immediate effect without liability.

By signing the order form and thereby agreeing to these Terms and Conditions, you agree to receive relevant information in the form of newsletters, brochures, promotions, invitations, press releases, product launches and other email campaigns

Please refer to the GTEQ website for the latest Terms & Conditions www.gteq.co.uk
Contact us via telephone 0844 811 0844 or e-mail talk2us@gteq.co.uk