



teammetallogic®

IT support that speaks your language

Hosted VoIP Telephony

Terms of Service

LET'S START WITH WHY...

Everyone has a **wider purpose** and for us it isn't just about technology.

We want to build **trust** and **understanding** with our clients so that we can become a **strategic partner** for IT & telecoms, **leading innovation** and enabling **mutual growth and success**.

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1. Definitions

- 1.1. **Date of Commencement:** The date the agreement starts, as stated at the end of the document
- 1.2. **Minimum Term:** The minimum length of time the contract is in place. This is typically three years.
- 1.3. **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business. Conditions: the terms and conditions set out in this document as amended from time to time in accordance with the Variation clause.
- 1.4. **Contract:** the contract between the parties for the supply of the Services in accordance with these Conditions.
- 1.5. **You/Your:** the purchaser of the Services from Team Metalogic.
- 1.6. **Services:** the Cloud-Based Hosted Telephone Services (or any part of them) set out in the Order.
- 1.7. **Order:** your order for the Services as set out in your order form, your written acceptance of Team Metalogic's quotation, or overleaf, as the case may be.
- 1.8. **Team Metalogic:** the supplier: Team Metalogic Limited, company number 05474341.

2. General

- 2.1. You acknowledge that certain services are incompatible with the calls and line service available from British Telecom Plc (BT) and such incompatible services are excluded from the Services.
- 2.2. You also acknowledge that some technical limitations within the network used to provide the Services might not become apparent until the service has been operating for some time and that the Services will not be fault free or free from interruptions. In these instances, the Services may need to be temporarily withdrawn and Team Metalogic can accept no liability for any losses caused by any such circumstances.
- 2.3. At Team Metalogic's request you will arrange for your equipment to be reprogrammed by your maintainer in accordance with instructions given by Team Metalogic. Team Metalogic will not bear any responsibility or costs for such reprogramming.
- 2.4. The Services are always subject to the concept of fair use.

3. Telephone Line Rental

- 3.1. Unless discounted or waived in writing, installation charges apply.
- 3.2. The Line Rental shall commence on the Date of Commencement and shall continue for the Minimum Contract Term. After the expiry of the Minimum Contract Term, the Line Rental will be renewed for a further period equivalent to the Minimum Contract Term if no confirmation of termination by either party within 90 days' notice in writing has been received/issued
- 3.3. The fee for the Line Rental service is the monthly rental set out in your signed Order Form but where prices are not listed on the Order Form, line rental will be charged at Team Metalogic's standard rates details of which are available on request.
- 3.4. You may cancel the Line Rental service before the end of the Minimum Contract Term provided that you pay the monthly service fee in full up until the end of the Minimum Contract Term, or £99, whichever is more. This is in addition to any other charge imposed by virtue of this Agreement.
- 3.5. In addition, if you terminate the Line Rental prior to the end of the Minimum Contract Term and after your account has been provisioned you will immediately pay Team Metalogic for any costs incurred by it in releasing you from your contractual obligations with BT prior to transferring you to the Line Rental service (if applicable), and for any charges for connecting the service.
- 3.6. Where the Line Rental service involves the installation of a new line, Team Metalogic will allocate a telephone number to that line and, unless you notify Team Metalogic that you do not require it, will arrange for one free standard entry to be made in published telephone directories.
- 3.7. If Team Metalogic has an appropriate agreement with your existing service provider, Team Metalogic can provide, at your request, a telephone line using your existing number as long as:
 - 3.7.1. There are no technical reasons preventing the use of that number.
 - 3.7.2. The existing service provider agrees to release the number.

- 3.7.3. You authorise Team Metalogic to cancel on your behalf the service on the existing line using that telephone number.
- 3.7.4. You provide Team Metalogic with sufficient information including (but not limited to) the account name, account number, service address, billing address and postcodes.
- 3.7.5. You pay all Team Metalogic's charges for number portability and;
- 3.7.6. Number portability is available.

4. Connection to the Service

- 4.1. Team Metalogic will use its reasonable endeavours to arrange for BT Openreach to connect and maintain your line and fix any faults that may occur. Team Metalogic shall have no responsibility whatsoever for the acts or omissions of BT or BT Openreach. You acknowledge that in order to avoid delays occurring in the ordering process, Team Metalogic will need to be notified by BT of any products or services presently in use on your line that are incompatible with the Line Rental service.
- 4.2. BT is under a strict duty not to disclose information about your telephone services to a third party unless you have consented to such disclosure. In signing the Order Form, you give consent to BT to disclose such information to Team Metalogic.
- 4.3. You also give Team Metalogic your irrevocable authority to act as your agent to arrange connection onto its services. If Team Metalogic is unable to take over the billing of your line rental, for whatsoever reason, you hereby authorise Team Metalogic to carry your phone calls only through CPS.
- 4.4. If you want the connection point for the service (i.e. the terminal block, socket for a removable plug, distribution frame or other device which connects your equipment to an exchange line) to be moved to another place within your site, Team Metalogic may agree to this subject to your paying Team Metalogic applicable charge.

5. Repairs to the Services

- 5.1. BT Openreach will continue to maintain your line and will continue to fix any faults that may occur. Team Metalogic will use its reasonable endeavours to correct any defect or fault in the Services (save where the responsibility of any other party). Team Metalogic shall have no responsibility whatsoever for the acts or omissions of BT or BT Openreach. You should report any fault to Team Metalogic's customer services team, where it will be dealt with in accordance with Team Metalogic's fault repair service. The Customer Service and Fault Notification number is 0345 521 0618 (you accept this number may be changed by BT at any time).
- 5.2. Team Metalogic may ask that you have your equipment checked by your own maintainer. If Team Metalogic agrees to fix a fault that is not its responsibility, or if no fault is found, Team Metalogic may charge you for work carried out at its applicable engineer's rates.
- 5.3. In a fault is found to be due to damage to wiring or equipment owned by you, then Team Metalogic reserves the right to pass on engineering charges that it has incurred.

6. Broadband Service

- 6.1. The Broadband service shall commence on the Date of Commencement and shall continue for the Minimum Contract Term. After the expiry of the Minimum Contract Term, the Broadband service will continue until terminated by either party giving the other not less than 30 days' notice in writing.
- 6.2. The fee for the Broadband service is the monthly service fee set out in your signed Order Form.
- 6.3. You may cancel the Broadband service before the end of the Minimum Contract Term provided that you pay the monthly service fee in full up until the end of the Minimum Contract Term, or £99, whichever is more. This is in addition to any other charge imposed by virtue of this Agreement.

7. Inbound solutions

- 7.1. The Inbound Solutions service shall commence on the Date of Commencement and shall continue for the Minimum Contract Term. After the expiry of the Minimum Contract Term, the Inbound Solutions service will continue until terminated by Team Metalogic with 90 days' notice in writing or by you with 30 days' notice in writing.
- 7.2. The fee for the Inbound Solutions service is the monthly service fee set out in your Order Form.
- 7.3. You may cancel the Inbound Solutions service before the end of the Minimum Contract Term provided that you pay the monthly service fee in full up until the end of the Minimum Contract Term, or £99, whichever is more. This is in addition to any other charge imposed by virtue of this Agreement.

8. Telephone Calls and Carrier Pre-Select (CPS)

- 8.1. The Telephone Calls service shall commence on the Date of Commencement and shall continue for the Minimum Contract Term. After the expiry of the Minimum Contract Term, the service will continue until terminated by either party giving the other not less than 90 days' notice in writing.
- 8.2. Telephone Calls are charged at the rates set out in the Order Form but where prices are not listed on the Order Form calls will be charged at Team Metalogic's standard tariff prices, details of which are available on request.
- 8.3. If you cancel the Telephone Calls service before it is terminated as described above, you will have to pay whichever is the greater of:
 - 8.3.1. £99, and;
 - 8.3.2. An amount equal to the monthly average of the Telephone Call charges for each of the last 3 complete months during which the Telephone Calls service was provided (but if there are less than 3 complete months then the average will be calculated on a weekly basis and the amount payable will be equal to 4 such average weeks). This is in addition to any other charge imposed by virtue of this Agreement.
- 8.4. Team Metalogic may select and at any time change any carrier or other service provider for the purposes of providing the Services.
- 8.5. In signing the Order Form, you irrevocably authorise Team Metalogic to give all notices, nominations and other authorisations necessary for Team Metalogic to provide the Services.
- 8.6. In signing the Order Form, you irrevocably authorise Team Metalogic to give all notices, nominations and other authorisations necessary for Team Metalogic to provide the Services.
- 8.7. Mobile calls are calls to Network Operators. Calls to other Network Operators, unless specified otherwise in the Order Form, will be charged at Team Metalogic's standard business tariff.
- 8.8. All call types where prices are not listed on the Order Form will be charged at Team Metalogic's standard business tariff, details of which are available on request.

9. Charges

- 9.1. Team Metalogic shall be entitled to charge you any fees for the Services at the rates specified on the Order Form. If the prices for any third-party products or services comprised in the Services increases for any reason charges are calculated from data recorded by us and not from your own records and Team Metalogic reserves its right to increase such charges without notice.
- 9.2. Where a direct debit is unpaid due to insufficient funds or cancellation or an invoice has not been paid by the due date, a £10+VAT administration charge will be included on your next monthly bill and shall be payable by you.
- 9.3. A charge of up to £25+VAT will be added to your next bill to reinstate telephone services that have been barred due to non-payment of an invoice.
- 9.4. All of Team Metalogic's charges (whether referred to in the Order Form, this Agreement or else- where) are subject to VAT at the prevailing rate.
- 9.5. Team Metalogic will charge £99+VAT to reinstate telephone lines that have been ceased due to non-payment in addition to any other charge stipulated in this Agreement.

10. Payment

- 10.1. Payment for the Services will be collected by monthly direct debit (which you agree to provide and maintain for the Minimum Contract Term), unless otherwise agreed by Team Metalogic. The amount that will be collected will be shown on your monthly invoice.
- 10.2. When a due date or collection date for payment is not shown in the Order Form or on your invoice and is not collected by direct debit for any reason, you will make payment in full within 14 days of the invoice date.
- 10.3. Where possible, you will be notified of any problems with your payments or direct debit instructions.
- 10.4. If any payment is not made in cleared funds by the due date then in addition to the other rights and remedies available to it, Team Metalogic reserves the right to require that all future payments are made by monthly variable direct debit and if you fail to set up such direct debit arrangement, Team Metalogic may terminate the Agreement or the service (at its option) with immediate effect by giving you notice.

11. Your responsibilities

- 11.1. You agree and warrant while using the Services:
 - 11.1.1. To use the Services in accordance with this Agreement, with any instructions given by Team Metalogic from time to time and with any laws, regulations and licenses that apply to the use by you of the Services;
 - 11.1.2. Not to allow an alternative supplier to override or bypass the Service either through the installation or programming of equipment or through the BT local exchange;
 - 11.1.3. To use any software supplied or provided by Team Metalogic only for use with the Services.
 - 11.1.4. To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier;
 - 11.1.5. To ensure that you have all the necessary and compatible hardware, software, network facilities, consents (including landlord's consent if applicable) and telecommunications services you need to adequately run and access the Services;
 - 11.1.6. Not to use the Services to transmit any material, which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or in order to commit a fraud or other criminal offence;
 - 11.1.7. Not to transfer or agree to transfer any number provided to you for use with the Services, nor attempt to do so;
 - 11.1.8. To the immediate termination of your existing contract for equivalent services with your current provider (if any);
 - 11.1.9. To provide Team Metalogic with such information as it reasonably requires and to allow access to the site at which the Services is to be provided to BT or any other telecommunications supplier to Team Metalogic. You acknowledge that Team Metalogic cannot process the provision of the Services until such information is provided and such access is allowed;
 - 11.1.10. To nominate a manager to be available to liaise with, and respond to queries from, Team Metalogic at all times. You acknowledge that Team Metalogic may be unable to supply the Services if you do not comply with this paragraph;
 - 11.1.11. That if you fail to make any payment due to Team Metalogic under this agreement by the due date for payment, then you shall pay interest on the overdue amount at the rate of 8% per annum above HSBC Bank PLC's base rate from time to time and late payment compensation. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest and compensation together with the overdue amount;
 - 11.1.12. To ensure that any appropriate conditions are maintained (including environmental and geographical conditions) for all equipment and software and shall take all reasonable steps to ensure that the equipment and software is operated in a proper manner by all your employees;
 - 11.1.13. To co-operate with Team Metalogic in performing the Services under this agreement and provide any assistance or information as may reasonably be required by Team Metalogic, including reporting faults promptly to Team Metalogic and making regular backup copies of its data to ensure recovery of your data if necessary;
 - 11.1.14. Not to, for the duration of this Agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of Team Metalogic who has been engaged in the provision,

receipt, review or management of this Agreement or otherwise in connection with this agreement to leave the employment of Team Metalogic; and

11.1.15. To keep all necessary insurances for the duration of this Agreement.

11.2. You will be responsible for providing the site conditions that are advised to you by Team Metalogic as required for provision of the Services including continuous electricity supply, connection points, rack space, containment, internal cabling etc. Team Metalogic will not be responsible for any delays caused by your breach of this Agreement or your failure to follow Team Metalogic's instructions.

11.3. Team Metalogic shall not be responsible for reinstating the site after the installation work has been carried out, other than where damage has been caused by the negligence of Team Metalogic.

12. Notices

12.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or email. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. Termination

13.1. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, Team Metalogic may at any time terminate this Agreement with immediate effect by giving written notice to you if: (a) you fail to pay any amount due under this Agreement on the due date for payment and remain in default not less than 14 days after being notified in writing to make such payment; (b) you commit a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; (c) you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; (d) you suspend, or threatens to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or is deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; (e) you commences negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement you're your creditors; (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with your winding up; (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause; (i) you suspend or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.2. Other than as set out in this Agreement, neither party shall have any further obligation to the other under this Agreement after its termination. Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect. Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

13.3. On termination of this Agreement for any reason, you shall immediately pay any outstanding unpaid invoices, compensation and interest due to Team Metalogic. Team Metalogic shall submit invoices for any services that it has supplied, but for which no invoice has been submitted, and you shall pay these invoices immediately on receipt.

14. Law

14.1. This Agreement shall be subject to English and Welsh Law and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non- contractual disputes or claims).

15. Assignment

15.1. Team Metalogic may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement without your written consent. You may not assign this Agreement without the prior written consent of Team Metalogic.

16. Limitation of Liability

16.1. Team Metalogic shall not be liable for any consequential or indirect loss suffered by you whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from Team Metalogic's negligence). Non-exhaustive illustrations of consequential loss would be loss of profits, loss of contracts, damage to your property or anyone else and personal injury to you or anyone else (but only so far as such injury is not caused by Team Metalogic's negligence). The total liability of Team Metalogic, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to 50 percent (50%) of the fee payable by you for the Services in the calendar year in which the liability arises. You acknowledge that in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Team Metalogic shall not in any circumstances have any liability otherwise than in accordance with the express terms of this Agreement.