

# Weston Group Terms and Conditions for the Supply of Network/ Line Rental Services

## 1 Interpretation

**1.1** In these terms: **Agreement Term** unless terminated in accordance with Clause 10 the agreement term is 12 months

**BT** means British Telecommunications Plc

**Commencement Date:** is the date specified overleaf as the commencement date

**Company:** means Weston Communications Ltd co/reg 4490578 of registered office Networks House, 2 Whitehall Estate, Whitehall Road, Leeds LS12 5JB

**Company's Equipment** means such equipment owned or used by the Company necessary to provide the Fixed Line Service

**Customer** means the person, firm or company set out in the Contract

**Minimum Term** means 12 Months

**Services** means the services listed overleaf including but not limited to Fixed Line Service, Non Geographic Service and Mobile Service

**Service Tariff** means the tariff detailing the individual telephone call charges (exclusive of VAT) and monthly line rental (if any) payable by the Customer to the Company set out in the Contract overleaf or as notified by the Company to the Customer from time to time

**Terms** means these terms and conditions

**In Writing** means a letter by Registered or Recorded Delivery

**1.2** The headings in these Terms are for convenience only and shall not affect their interpretation.

## 2 Agreement

In consideration for payment of the Service Tariff to the Company shall use its reasonable endeavours to provide the Service to the Customer and correct any faults in the Services notified to it by the Customer as soon as reasonably possible for the term of this agreement.

## 3 Customer Warranties

**3.1** The Customer warrants that (if applicable) the Customer's existing telecommunications equipment (if any) is in proper working order and complies with all applicable standards and approvals so as to enable the Company to supply and continue to supply the Services.

**3.2** The Customer shall not sell or transfer or attempt to sell or transfer any telephone number provided to the Customer by the Company for use with the Services.

## 4 Customer Obligations to facilitate the provision of the Service

**4.1** The Customer shall allow access to the Company or BT (or other operator if the Company deems it necessary to establish or continue the service).

**4.2** The Customer shall provide a suitable place and conditions for the Company's Equipment or BT's Equipment (including a continuous mains electricity supply and connection points at the Customer's own expense where the Company requires such services) at the Customer's premises or in such other location as may be nominated by the Customer so as to enable the Company to supply the Fixed Line Service (without cost to the Company) and shall prepare such premises or location at its own expense in accordance with the Company's reasonable instructions.

## 5 Limits of Liability *The customer's particular attention is drawn to this clause 5*

**5.1** the Company cannot guarantee that the equipment will never be faulty nor the service interrupted

**5.1.1** the Company warrants and represents to the Customer that it will perform its obligations under these Terms with reasonable skill and care. All other warranties are expressly disclaimed to the fullest extent permitted by law.

**5.2** The Company shall not be liable to the Customer (whether in contract, tort, including negligence and breach of duty, or otherwise at law) for any:

**5.2.1** indirect or consequential loss; and/or

**5.2.2** loss of profits, revenue or goodwill of the Customer.

**5.2.3** Acts or omissions of any other party or company involved with the provision of the services detailed overleaf

**5.3** The Customer shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with the Customer's breach of the Contract

**5.4** The company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason or any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure is beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control

**5.4.1** default or failure of a third party (including any public telecommunications network operator or maintainer)

**5.4.2** failure in the supply of any third parties' telecommunications system;

**5.5** The Customer is responsible for checking that they are not currently in a contract term with any other supplier(s) before changing over to The Company's Service. The Company will not be liable for any cancellation fees from your previous supplier

**5.6** Where a court does find the Company liable the entire liability of the Company under or in connection with the Contract shall not exceed £10,000.00

## 6 Non-Geographic Numbers

**6.1** The Customer acknowledges that ownership in any non-geographic number(s) allocated to it by the Company shall not pass to the Customer and the Customer shall have no right to use such non-geographic numbers upon termination of the contract

**6.2** The Company reserves the right upon giving to the Customer not less than one month's written notice to alter (without incurring any liability) the non-geographic number(s) allocated to the Customer by the Company.

## 7 Equipment

**7.1** The Customer shall at its own expense arrange the installation of or connection to any equipment (including mains power and good connection points) required to be installed by BT or any other network operator in order to facilitate the operation of the Service

## 8 Payment and Charges

**8.1** The Customer agrees to pay all the charges for the services detailed overleaf. Line Rental charges are usually invoiced 1 month in advance and Call Charges are usually invoiced 1 month in arrears.

**8.2** Unless otherwise agreed by the Company in writing, the Customer shall pay the Company's standard call out/repair charges if the Customer reports a fault in the Services and the Company discovers that there is not a fault or that the Customer has caused the fault.

**8.3** If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Lloyds TSB Bank plc's base rate until payment.

## 9 Risk and Property

**9.1** Unless otherwise agreed by the Company in writing, risk of damage to or loss of the Equipment shall pass to the Customer on delivery and/or installation (as the case may be) in accordance with the Contract.

## 10 Termination

**10.1** This Contract can be ended by:

**(a)** the Company with 2 week's notice

**(b)** the Customer upon giving at least 90 days notice in Writing to the Company.

**10.2** If this contract is ended during the Minimum Term the customer must pay the monthly service charges for the remainder of the Minimum Term.

**10.2.1** If the customer has agreed an Extended Term, they must pay 50% of the line rental charges further to the minimum period up until the agreed Extended Term. This is not the case if the Contract ends because the Company raises its charges or changes the conditions to the Customer's significant disadvantage.

**10.2.2** This agreement shall start on the commencement date specified overleaf and shall continue for the agreement term as stated on the face of this agreement and thereafter from year to year (each year starting on the anniversary of the commencement date) until terminated by notice in writing by the customer, in accordance with clauses 10.1(b) to 10.2.1 above

## 11 Suspension of Service

**11.1** The Company may suspend the Services immediately if:

**11.1.1** the Company has reasonable grounds for believing that the service is used or may be used in an unauthorised or illegal manner;

**11.1.2** the Customer is in breach of any of the terms of the Contract;

**11.1.3** the Customer fails to pay to the Company any charges when they become due

**11.2** In the event that the Company suspends the Services pursuant to clause 11.1: the company will not provide the applicable Services again until the Customer takes such action as may in the Company's absolute discretion be required

**11.3** If all or part of Service is suspended the Company will tell the Customer what needs to be done to reinstate the Service. However, the Customer must continue to pay rental charges whilst this Contract continues, and all charges in relation to other services.

## 12 ISDN30 Cancellation Charges

The Company reserve the right to pass on ISDN30 cancellation charges as levied by the network operator at their published rates.

## 13 General

**13.1** The Client agrees that this contract is the complete and exclusive statement of the agreement between the parties and also agrees that no representations or other communications between the parties relating to the subject matter of this Contract form part of this contract and its terms and conditions.

**13.2** These Conditions shall prevail over any previous terms and conditions, or inconsistent terms or conditions contained or referred to in any material supplied to the Client or implied by Law, trade customs, practice or course of dealing.

**13.3** These Conditions are subject only to any special conditions set out on the Network Services Order Form.

**13.4** The Company may change the terms of this agreement at any time, including prices, with such changes not taking effect until two weeks after being notified to the client in writing, or by email, or being published at [www.thewestongroup.co.uk](http://www.thewestongroup.co.uk)

**13.5** The Client consents to the Company being entitled to carry out its obligations through any agent or sub contactor appointed by the Company.

**13.6** The Company may assign its rights and obligations under this contract. The Client may not assign its rights and obligations unless agreed in writing by the Company.

**13.7** This maintenance agreement shall be governed by the Laws of England and the parties submit to the exclusive jurisdiction of The English Courts.

**13.8** If any provision of the Contract is held by a Court to be unenforceable that provision shall be deemed not to form part of the Contract, and the validity of the other provisions of the Contract shall not be affected.

**13.9** No modifications or variations of this contract shall be valid unless confirmed in Writing by a Director of the Company.

**13.10** No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision

**13.11** A person or party who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.