

Terms and Conditions

Definitions

Act means the Telecommunications Act 1984 and includes any amendments to the Act that may be made from time to time.

GTL means Global Telecom Ltd

Customer means the person, partnership or company detailed overleaf.

Service means the service or services requested by the Customer overleaf and to be provided to the Customer by GTL.

Agreement means this agreement entered into by and between GTL and the Customer and is subject to both the terms set out overleaf and those herein.

1) Duration

This Agreement shall come into full force and effect from the date of acceptance by GTL by the activation of the service and shall continue for a minimum period of one month whereupon it will then continue unless terminated by either party giving the other not less than one month's prior written notice or unless terminated by GTL subject to Section 8 or 9 of this Agreement. Cancelling your direct debit mandate does not terminate your contract with GTL.

2) Use of Service

2.1) GTL shall provide the Service to the Customer subject to the Agreement and subject to availability and shall exercise all due care in the provision and maintenance of the Service to provide high quality and reliability.

2.2) All information relating to the Customer collected by GTL in the course of providing the Service shall remain confidential between the Customer and GTL subject only to the permitted uses of that information under the Agreement or as may be required under the Act or any other regulations relating to the Service

2.3) The Customer undertakes to use the Service in accordance with the conditions set out herein and such variations as may be notified in writing from time to time to the Customer by GTL and in accordance with the Act or any other regulations relating to the Service.

2.4) The Customer shall indemnify and hold harmless GTL against all liabilities, claims, losses, damages or expenses arising directly or indirectly or in any way associated with any use of the Service by the Customer or provision of the Service by GTL.

2.5) The Customer shall not use or allow use of the Service in any manner or for any purpose unlawful or offensive.

2.6) The Customer shall notify GTL, in writing, immediately upon becoming aware of any failure or malfunction in the Service. GTL shall correct any failure or malfunction in the Service as soon as is reasonably practicable.

2.7) Online web view web stats will be updated on a weekly basis and are only a guide to call activity.

2.8) The customer recognises that the service is not guaranteed to be "continuous" and that there may be periods of time when the service is unavailable for operational or other reasons.

2.9) The customer will only be guaranteed the allocated number when GTL confirms in writing the connection has been activated.

3) Provision of Information

3.1) The Customer undertakes to provide to GTL free of charge and in full co-operation any information reasonably required by GTL in order to fulfil its obligations under the Agreement.

3.2) GTL shall at its sole discretion use this information for any credit reference or debt collection purpose including disclosure to and use by its agent or agents acting on its behalf.

4). Prices

The rental prices in this agreement shall not change during the first twelve months of this agreement after which time they may be changed subject to thirty days notice in writing being provided to the customer. Call charges are changing frequently, whereas the general trend is that they are decreasing, this cannot be guaranteed and they may change at any time without notice. There is a £5 minimum monthly charge for each number connected. All calls have a 3p minimum charge and calculated on a per second basis.

5). Acceptance by GTL

5.1). A pre-requisite of acceptance of this agreement by GTL is that the customer meets any credit checking and requirements if necessary.

6) Liability & Compensation

6.1). If the service provided by GTL is not available for any reason for a continuous period in excess of forty eight hours and a customer makes a request by telephone and confirms it in writing to GTL during the period in which the service is unavailable, the customer shall be paid compensation in the amount of double the amount of rent which the customer has paid for the period when the service is unavailable.

6.2). Under no circumstances shall the amount paid in compensation exceed the amount paid in rent by the customer. GTL shall have no liability whatsoever to the Customer in contract, tort or otherwise, including any liability due to negligence for loss of goodwill, revenue, anticipated savings, profit or for any direct, indirect or consequential financial loss howsoever arising.

7) Payment

7.1) The Customer shall pay for use of the Service according to GTL's tariff set out overleaf as amended from time to time.

7.2) Usage charges payable by the Customer shall be calculated by GTL according to data recorded by GTL.

7.3) GTL shall invoice the Customer, monthly in arrears for use of the Service and for any standing charges as indicated overleaf and the Customer is required to maintain the account in credit at all times.

7.4) If payment is not made within 7 days of the due date GTL reserves the right to suspend use of all services immediately

7.5) Where the Customer pays by Direct Debit they will receive at least fourteen days notice in writing of the Direct Debit to be taken. Any sums owed by the Customer outside these payment terms shall attract interest at the rate of 5% per annum above the Barclays Bank Lending Rate.

7.6). If the customer, pays by credit/debit card an additional charge of 3% with a 40p minimum for each transaction will be added.

7.7) All sums due to GTL under the terms of the Agreement are exclusive of Value Added Tax and/or any other taxes applicable at the appropriate rate, such taxes to be paid by the customer.

8) Suspension of Service

8.1) In the event that the Customer is in breach of the Agreement, provision of the Service to the Customer may be suspended forthwith by GTL upon notification to the client orally followed by written notification without liability to the Customer and until further notice. The monthly rental charge or minimum call charge will be payable while the service is suspended.

8.2) Suspension of the Service will entitle GTL to payment on demand of all amounts owed by the Customer under the Agreement whether already invoiced or not.

8.3) The Customer shall pay GTL all reasonable costs associated with such suspension of the Service and subsequent re-connection fee of £25 if it occurs.

8.4) The Customer shall pay GTL all reasonable costs associated with any 3rd party Collection Company should they be contracted to recover any debts due.

9) Termination

9.1) Without prejudice to their rights under the Agreement expressed or implied the Customer or GTL shall have the right to terminate the Agreement in the event that the other party is in default either in observation of or in performance of its obligations under the Agreement and in the case of rectifiable default fails to rectify the default within a reasonable time specified by the non-defaulting party in writing.

9.2) Without prejudice to their rights under the Agreement expressed or implied GTL may terminate the Agreement in the event that the service(s) provided are not used for a period of 120 days. The customer will be informed in writing to the address stated on the original contract should if this is implemented.

9.3) Without prejudice to their rights under the Agreement expressed or implied GTL may terminate the Agreement in the event that a liquidator, trustee in bankruptcy, receiver or administrator is appointed in respect of the assets and/or business of the Customer or if the Customer is deemed insolvent according to the Insolvency Act 1986, or if any licence under which the Customer operates its business is revoked, amended or ceases to be valid.

9.4) The Customer may port this number(s) to another service provider at a charge of £12 per number and must give GTL 3 months written notice. All outstanding monies must be paid before the port is implemented. Porting your number(s) terminates your account.

10) Assignment

GTL shall have the right to assign, delegate or otherwise deal with their rights under the Agreement in part or in whole. The Customer shall not have the right to assign, delegate or otherwise deal with their rights under the Agreement in part or in whole.

11) Entire Agreement

The Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all prior agreements, representations or understandings by either party whether oral or written.

12) No Waiver

Failure by either party 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 later occasion.

13) Notices

Any notice, invoice or other document which may be given under the Agreement shall be deemed to have been duly given if sent by post to the address shown on the service order form.

14) Force Majeure

Neither party shall be held to be in breach of its obligations under the Agreement, save for obligations to make payments under the Agreement, to the other party for any loss or damage which may be suffered by the other party due to any cause beyond the reasonable control of the first party including but not limited to any act of God inclement weather failure or shortage of power supplies flood drought lightning or fire, strike, lock-out, trade dispute or labour disturbance, act or omission of Government authorities other telecommunications providers, war, military operations riot or terrorist activity.

15) Governing Law

The Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.