

Intelesis Limited - Terms and Conditions for Telephone and Symmetry Broadband

These General Terms apply to all orders(s) accepted by us. These general terms together with the relevant Order(s) will form the Contract between us, once they have been signed by us. References in this contract to 'us' and 'we' will mean Intelesis Ltd. or any assignee of ours and references to 'you' will mean the customer names in the relevant Order(s)

1. Definitions

In this contract:

"Acceptable Use Policy" means our policy for the use of the internet related services set out on website, as may be revised by us from time to time by posting any updated version on our website.

"Agreed Usage" means the monthly minimum call traffic, if any, specified in the Order

"Charges" Means the charges payable by you to us for the provision of the services as set out in the Order or any revised version of the order notified to you in accordance with clause 8.2, together with all applicable taxes and any interest due in accordance with clause 8.5.

"Committed Period" Means in respect of each service, the minimum period of time (if any) that you have committed to receive and pay for that service as set out in the Order.

"Contract" – means these General terms and Conditions, the Order and any other document specifically incorporated into this contract in writing.

Customer Equipment means any hardware and/or software owned, controlled or licensed by you which is to be provided to us by you or otherwise made available for the purposes of providing the services.

"Facility Limit": Means the usage, web space, bandwidth or other capacity of volume measure indicated in the Order as the applicable Facility Limited for the service.

"Intelesis Service Desk" means the helpdesk support to be provided by us as notified by us.

"Intelesis website" means the website located at www.Intelesis.tele.com or such other website as may be notified by us from time to time.

"Order" means a schedule which sets out the scope of the service, the relevant charges and any special terms which are particular to the service.

"Service Credits" means the amounts payable, if any, by us to you in accordance with clause 3 and the order.

"Service Failures" means any failure, error or defect in the provision of the services by us but excludes failures, errors or defects arising from, caused by or contributed to by your acts or omissions or third parties including other providers of telecommunications, computers or other equipment or services including internet services or any failure, error or defect arising as a result of causes beyond our reasonable control.

"Service Level" in relation to a service means the performance standard, if any, set out in the order.

"Service" means the software provided by us to you for the purposes of enabling you to use the service including all associated documentation.

"Start Date" means the target date for the commencement of the provision of the services to you.

2. Services provided by us

2.1 We will provide the services in accordance with the terms of this contract.

2.2 We will use reasonable skill and care when providing the services.

2.2 The services are provided for use by you in the course of your business.

3 Service Levels

3.1 We do not guarantee that the services will be continuously available to you or free from service failures

3.2 Where you believe that you are experiencing a service failure you must immediately report this to us via the Intelesis service desk, providing sufficient information to enable us to investigate the problem. We will log the time of receipt of all such reports.

3.3 Where we spend time investigating the a fault reported by you and conclude that there has been no service failure we reserve the right to charge you for all reasonable costs and expenses incurred in investigating the report and you agree to pay such charges.

3.4 Where, as a result of a service failure, an applicable Service Level specified in the Order is not achieved we will, subject to clause 8.6, pay to you a service credit by issuing a credit note to you for a sum equivalent to the amount of the service credit.

3.5 The duration of any service failure, for the purposes of calculating service credits, will be measured from the time your fault report is logged by the Intelesis helpdesk to the time we can demonstrate that the service has been restored.

3.6 Service Credits will be the maximum extent of our liability and your exclusive remedy of any failure to achieve Service Levels, and all other rights, remedies and liabilities are excluded to the maximum extent permitted at law.

4. Your use of services

You agree that you will not use the services in way which would:

4.1 a) Contravene or cause us to contravene any laws, including but not limited to, The Telecommunications Act 1984.

b) Contravene our Acceptable Use Policy(where applicable);

c) Compromise the security of our equipment or other systems, including by introducing viruses or failing to employ appropriate security procedures;

d) Enable or permit unauthorised access by you or third parties to data stored on our network;

e) Cause a degradation of service to any of our customers;

f) Involve the sending of unsolicited marketing or advertising materials;

g) Result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing of offensive nature or which would result in the breach of any third party's intellectual property rights, confidential information or privacy;

h) breach or cause us to breach any applicable data protection legislation including, but not limited to, the Data Protection Act 1988;

i) exceed your Facility Limit or caused an overload on our network.

4.2 You will Indemnify us against any claims, proceedings or threatened proceedings from third parties and against any loss or damage suffered by us arising from any breach of your obligations under this contract, including this cause 4, and all of the costs and expenses reasonably incurred by us in investigating and defending ourselves in relation to any such claims, proceedings or threatened proceedings

4.3 You will ensure that your usage of the services does not exceed the facility limit or cause congestion or otherwise disrupt our network. You will give us not less than 2 days written notice of any advertising, promotion or other campaigns which may result in abnormal demands being placed on our network.

4.4 You are solely responsible for safeguarding your data by taking back up copies, maintaining a disaster recovery process and through other means you believe appropriate.

4.5 To enable us to perform our obligations under this contract, you will obtain all requisite licences, consents and permissions and permit or procure permission for us or agents to have access to your premises and will provide such reasonable assistance and information as we request from time to time. We will routinely work during office hours. Any request by us to carry out at other times may be refused by you. Any request by you that we carry out work at other times may be refused by us, but if accepted such work will be charged to you at our then current standard rates.

5.0 Allocation and Use of telephone Numbers

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5.1 Where we allocate you any telephone numbers or codes as part of the services, you acknowledge that you will not acquire any legal, equitable or other rights in relation to any numbers or codes. We may on giving you notice withdraw or change any such numbers or codes. You may not sell or transfer or seek to sell or transfer any numbers or codes allocated by us. You may port numbers to us and may also port numbers to other carriers with whom we have porting agreements. All intellectual property rights or other rights in any numbers or codes allocated by us shall at all times, as between ourselves and you, remain vested in us.

6.0 Charges and Payments

6.1 You will pay us the Charges as specified in the order or as subsequently notified to you in accordance with clause 6.2 Charges will be payable with effect from the date that a service is first made available to you for commercial use.

6.2 We may change the charges for any service by giving you 30 days written notice of such change. The revised Charges will apply to all services provided after the effective date of the notice of change.

6.3 All charges are stated exclusively of Value Added Tax (VAT) or other applicable taxes. You will be responsible for paying VAT and other applicable taxes which will be included in our invoices at the applicable rate(s).

6.4 We will issue invoices for the services in accordance with the payment terms as specified in the Order.

6.5 You will pay invoices within 14 days of the date of the invoice, unless otherwise agreed. We may interest on all overdue amounts from time-to-time on a daily basis at a rate of 4% above the base rate of the Royal Bank Of Scotland plc. to run from the due date of payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement in respect of the overdue amount.

6.6. Where under this contract a service credit or other sum of money becomes payable by us to you, we shall be entitled to deduct that sum due from you to us from time to time. We will show any such deductions as a credit in the invoice issued by us following the due date for payment of the sum owed by us to you.

6.7 Where the service comprises or includes services in respect of which are payable by us to you, we will notify you of the amount of rebate due for each calendar month or other applicable period within 15 days of the end of each billing period. It is then your responsibility to issue an invoice to us for payment of the rebate due. We will pay the rebate 45 days following the date of your invoice or (if later) within 7 days of the date of receipt by us of sums from British Telecommunications plc. (or other relevant carrier) paid to us in respect of the applicable service. You do not have the right to deduct rebates payable by us to you from the payment of charges due from you to us.

7.0 Changes to Services and Contract

We may at any time on 30 days written notice to you vary any of the General terms and conditions, the charges or any other provisions of this contract including the technical specifications

8.0 Security and BackUp Services

You are responsible for the security of your use of the services including, but not limited to, protecting all passwords, backing up all data, employing all security devices, including virus checking software, and having disaster recovery processes in place.

8.2 Where as part of a service we provide our Equipment or services which have the principal purpose of safeguarding the security of the services received by you, we will use reasonable efforts to ensure that, as at the date of installation or our Equipment or the provision of the services, our Equipment and/or services comply with the agreed specifications for our Equipment and / or services. However, we provide no guarantee or warranty with respect to the security of the services.

8.3 Where you are or become aware of any matters which you know or ought reasonably be expected to know constitute a threat to the security of any services you will immediately advise of any such matters.

9.0 Term and Start Date

9.1 The contract will commence on the date when both parties have executed the Order and will continue for the committed period (if any) and thereafter until terminated in accordance with its terms.

9.2 We will use our reasonable efforts to begin providing the services from the start date, if any, stated in the order. However, the start date and any other dates given in this contract are estimates and are provided for planning purposes only. We will have no liability for any failure to meet the start date as time is not of the essence in relation to any matter under this contract.

10.0 Termination

10.1 If you fail to pay any charges or fail to comply with your obligations under clause 8 these failures will be deemed to be material breaches for the purposes of clause 10.2

10.2 We may terminate this contract with immediate effect by notice in writing if you:

a) Fail to pay sums due to us within 7 days of receiving written notice from us indicating the sums due and demanding payment

b) fail to reach the agreed usage for a period of 90 consecutive days;

c) are in material breach of this contract which breach is capable of remedy and fail to remedy that breach within 30 days of receiving the notice specifying the breach;

d) are in material breach of this contract and that breach cannot be remedied

e) are in consistent breaches of the contract

f) have any licences under which you have the right to run your telecommunication system and connect to our system revoked or amended, or such licence otherwise ceases to be valid

g) make any voluntary arrangements with your creditors or become subject to an administrative order or go into liquidation, whether voluntary or compulsory (other than for the purposes of reconstruction or amalgamation), or an encumbrance takes possession of a receiver is appointed in respect of any of your assets.

H) In the event of termination any us in accordance with this clause during the committed period you will, in addition to paying any unpaid charges due as at the date of termination, be liable to pay us the cancellation charges as set out in the order.

i) We may terminate this contract if the Intelesis licences are terminated or expire or are modified in any way which has a material impact on our ability to provide the services or any of them.

j) On termination of this contract each party will return to the other party any confidential information which it has in its possession.

11.0 Cancellation and Suspension

11.1 You may cancel any individual service or this contract at any time by giving us 45 days written notice of cancellation, unless otherwise agreed by the parties.

11.2 Subject to clause 11.3, where you cancel a service during the Committed Period for that service or cancel the contract during the Committed period for any service, you will pay the charges applicable to the unexpired portion of the committed period(s).

11.3 Where you cancel a service or the contract as a result of changes made to this contract or to the services by us in accordance with clauses in charges and payments section, and where the changes have a material adverse effect on your enjoyment of the relevant services, you will not be liable for any charges arising as a direct result of such cancellation, but you will remain liable to pay any charges due and payable.

12.0 Force Majeure

12.1 In the event of any party being unable to perform any part of this Agreement in accordance with its terms and such failure is caused by any circumstances beyond its reasonable control (including but not limited to flood, fire, earthquake, war, tempest, hurricane, government restrictions, legislation, act of God or any other occurrence of a like or unlike nature) then it shall be excused from performance for a period which the parties agree in writing is reasonable under the prevailing circumstances.

12.2 In the event that an event or events of Force Majeure prevents the performance of the Agreement for a period of more than three (3) months, then either party may terminate the Agreement on written notice.

13.0 Confidentiality

13.1 Both parties shall exercise the utmost care not to disclose at any time whether during the continuance of this Agreement or after its termination to any person, firm or corporation any confidential information, know-how, data, drawings or specifications belonging to the other party in any manner whatsoever except:

13.2 to the extent that the receiving party can show that such information is publicly available, through no fault of the receiving party;

- i) to the extent that the receiving party can show that such information was in its possession prior to the date of disclosure by the disclosing party;
- ii) to the extent that the receiving party may subsequently receive such information from any third party, who is entitled without restriction as to disclosure to disclose such information;
- iii) where the receiving party receives written consent to disclose from the disclosing party;
- iv) where disclosure is necessary by compulsion of law.

To this end The Parties shall not allow their employees, or any other person acting upon their behalf, to copy such business information or disclose to any third party, without the other Parties prior written consent. The Parties shall not disseminate any such information among its employees, or persons acting upon their behalf, except to the extent strictly necessary to serve The Parties mutual interests and shall use reasonable endeavours to ensure that no person copies, discloses or uses confidential information except as permitted herein. Each Party shall use at least the same degree of care in safeguarding such confidential business information as in safeguarding its own information of a similar nature

14.0 Termination

14.1 Either Party may terminate this Agreement by providing the other party with 12 months' written notice, such notice to expire on an anniversary of the Commencement Date.

14.2 Any termination of this Agreement shall be without prejudice to any rights of the parties accrued up to the date of termination. In the event that either party shall have a manager, receiver, administrative receiver or like person appointed over any or all of its assets or if an order is made or a resolution passed for winding up of either party, then unless such order or resolution is part of a scheme of reorganisation or amalgamation previously approved of by the other party, the other party shall be at liberty to :

- i) cancel this Agreement summarily by notice but without prejudice to its existing rights, or to
- ii) give any such appointed person the option of fulfilling this Agreement.

14.3 Notwithstanding the conditions of clause 5.1 Intelesis or the client as appropriate may terminate this Agreement forthwith by notice in writing to the other if:

a) liquidator has been appointed of the whole or any part to the assets or undertaking of the other party; or an order, petition, application, proceeding, meeting or resolution has been made, presented, brought, called or passed for placing of the other party in liquidation, administration or receivership or for the making of a voluntary arrangement in relation to such other party; or the other party is insolvent, has stopped payment of or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

b) The other party ceases or threatens to cease carrying on business

15.0 Disputes

15.1 In the event of a dispute of difference, arising between The Parties, in relation to the Agreement, which cannot be settled amicably, either party shall, as soon as reasonably practicable, give to the other notice of the existence of such dispute or difference, specifying its nature and the point at issue and the same shall be referred to the arbitration of a person to be agreed upon. Failing agreement upon such person within 30 days after such notice, the arbitration shall be conducted by some person appointed, on the application of either party, by the Director General of OFTEL.

14.2 The award of such arbitrator shall be final and binding upon the parties, and the cost of such arbitration shall be determined by such award.

14.3 Performance of this Agreement shall continue during arbitration proceedings. No payment due or payable shall be withheld on account of a pending reference to arbitration.

16.0 Law

16.1 This Agreement shall be governed and construed according to English Law and subject to the exclusive jurisdiction of the Courts of England and Wales.

17.0 Notices

17.1 Any notice given hereunder shall be in writing and shall be delivered by hand or sent by first class post or facsimile transmission to the address of the party concerned set out below (or such other address as may be notified in writing to the other party). Any notice shall be deemed to be served, if delivered by hand, at the time of delivery, or if posted at the expiration of 2 working days from the date of posting or, if sent by facsimile transmission, at the expiration of 12 hours after despatch and in providing such service it shall be sufficient to prove that the delivery was properly addressed and was posted as a prepaid first class letter or that the facsimile was properly addressed and despatched as may be.

Symmetry Broadband Terms and Conditions

What we provide

1. The service we agree to give you is:

- high-speed network access to the internet;
- helpdesk services; and
- other applications and features as described at www.billsavers.co.uk/broadband.

Moving home

2. If you move home within the UK, and let us know at least 7 days before you do so and in writing to intelesis at Unit 7, First Floor Offices, Cadman Street, Canal Works, Sheffield, S4 7ZG we will continue to provide the

service, if we are able to, at your new address. If we are unable to provide the service at your new address, and you are still within your minimum period you will not have to pay a charge for ending the service within the minimum period. If we continue the service at your new address, the rest of your minimum period or a new three-month minimum period will apply, whichever is greater.

Things you need to know about Symmetry Broadband.

3. **Symmetry Broadband** has a usage guideline, which sets out the amount of information you are allowed to transfer each month (this is set out at www.billsavers.co.uk/broadband). If you constantly go over this amount we may upgrade you to another Symmetry broadband option that is better suited to your usage. We may charge you for your extra usage or end your agreement. You can find details of the extra usage charges in the Symmetry Broadband Price terms. We will give you one month's notice if we take any of these actions. If we upgrade you to another Symmetry broadband option the rest of your minimum period or a new three-month minimum period will apply, whichever is greater.

4. We may also take action to manage network capacity during periods of peak demand, please refer to www.billsavers.co.uk/broadband for more detail.

Changing your Symmetry Broadband service.

5. You may change from your existing Symmetry Broadband option to another Symmetry broadband option (the new service). If you do so you will be subject to a new minimum period unless you are moving home or we have changed your service under paragraph 3 above. If you downgrade from your existing service, we may charge you. You can find details of this charge in the Symmetry Broadband Price Terms.

6. Where you change service we reserve the right to move you to a different billing method.

7. Paragraph 5 does not apply if you have the radio broadband service.

Our responsibility to you

8. If you suffer a continuous total loss of the service at any time after we have provided it, we promise to put things right by midnight on the third weekday (not public and bank holidays) after you have reported the fault to us.

9. You will need to contact us to claim a refund. We will take off the amount we owe you from your next bill.

10. Unless we are negligent our only obligation to compensate you is to pay you a rental refund as described in paragraph 9.

Ending your agreement for the service

13. If you wish to end your agreement you may do so by giving us 90 days notice.

14. In the event you are using any free of charge services, applications or features these will end on the day your agreement with us for the service ends.

15. **The standard length of time for the provision of the service is 36 months.**

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Symmetry broadband Talk Service Terms

What we provide

1. The service we agree to give you is the facility to make and receive phone calls or video calls using a suitably enabled broadband line in the United Kingdom.

Things you need to know about Broadband Talk

2. We aim to provide a continuous service, but the service may be impaired by the uploading or downloading of data using your broadband enabled line or, by circumstances beyond our reasonable control.

3. The ability to make 999 or 112 emergency calls cannot be guaranteed. Wherever possible alternative arrangements should be made and a primary telephone line maintained.

4. The service will not work in the event of a power failure.

5. Where a geographic number is not available we reserve the right to issue you with a non geographic number.

Moving home

6. If you move home within the UK, and let us know at least 7 days before you do so and in line with the home mover policy (as set out on www.billsavers.co.uk/broadbandtalk), we will continue to provide the service, if we are able to, at your new address. If we are unable to provide the service at your new address, and you are still

within your minimum period you will not have to pay a charge for ending the service within the minimum period. If we continue the service at your new address, the rest of your minimum period or a new three-month minimum period will apply, whichever is greater.

