

Standard Terms and Conditions

1 Introduction and Definitions

- 1.1 The customer understands that in order to receive the Services and the Fixed Line Services it is required to enter into 2 separate agreements. These are
- 1.1.1 This agreement with Vision Mobile UK Ltd (VMUK) which governs the supply of all services, equipment & airtime to the Customer, and
- 1.1.2 The Airtime agreement with the relevant Network/Service Provider.
- 1.2 Interpretation – These shall have the following meanings:
- “Activation Charges” means the charge for providing, connecting and activating the Services as outline on the Purchase Order.
- “Call Charges” means charges made for calls based on the usage of the Customer and calculated in accordance with the Tariff which are due monthly in arrears.
- “Average Bill” means the average of the last 3 months Call Charges at any time during the Term.
- “Connection” means the connection of a Customer to a Network.
- “CPS” means Carrier Pre Select – a method of re-routing calls via a chosen network/service provider.
- “Credits” means any incentives or bonus payments given by VMUK to a Customer as an inducement for entering in to this Agreement including but not limited to cash back;
- “Customer” means the person or company ordering the Equipment and/or Services who’s full terms are set out on the ‘Purchase Order’ which the customer supplies VMUK.
- “Customer Requirements Form” means the form supplied to the Customer by VMUK along with the Purchase Order and filled out by the Customer;
- “Disconnection Fee” means a fee for disconnection calculated in accordance with the provisions of Clause 5.3;
- “Downwards Migration” means a change of line rental package or call package that results in a lower level of package being taken by the Customer.
- “Equipment” means accessories provided to the Customer by VMUK (if any).
- “Initial Connection Fee” means the fee for connecting to the appropriate Network/Service Provider as detailed in the Purchase Order.
- “ISDN2” has the same meaning as detailed in the Purchase Order;
- “ISDN30” has the same meaning as detailed in the Purchase Order;
- “Fixed Line Agreement” means the agreement which governs the provision of Telephone Services from the relevant Network/Service Provider.
- “Minimum term” means the contract length which is the minimum period of time which the Customer has agreed to maintain a Connection under the Fixed Line Agreement as specified in the Purchase Order which shall not be less than 12 months.
- “Monthly Charges” means the monthly charge for using the Lines as detailed in the Tariff which are due monthly in arrears.
- “PSTN” has the same meaning as detailed in the Purchase Order.
- “Purchase Order” means the order given to VMUK by the Customer and shall include the Customer Requirements Form.
- “Services” means any services ordered by the Customer and provided by VMUK
- “Tariff” means the tariff relating to the relevant Network/Service Provided which has been provided to the Customer by VMUK along with the Purchase Order.
- “Telephone Calls” means calls made pursuant to the Fixed Line Agreement set up for the Customer by VMUK
- “Telephone Services” means telecommunications capacity produced from a Network/Service Provider.
- “Term” means the entire period of Connection
- “VMUK” means Vision Mobile UK (company registration 5846866) whose registered office are at Hawthorn House, Medlicott Close, Oakley Hay, Corby, Northants, NN189NF.

2 Applicable Terms

- 2.1 All Purchase Orders from the Customer to VMUK shall be subject to these Terms and Conditions and they shall form part of and govern the contract between VMUK and the Customer.
- 2.2 Notwithstanding VMUK may have given a quote or an estimate for a Purchase Order VMUK will have absolute discretion on whether to accept or decline a Purchase Order and if accepted by VMUK that shall be deemed to be an acceptance for the purpose of a binding contract.
- 2.3 These Terms and Conditions shall override any terms and conditions that may have applied between VMUK and the Customer previously and no waiver or variation to these Terms and Conditions shall be effective unless agreed to by a director of VMUK in writing.

3 Supply of Customer Equipment

- 3.1 In consideration of the Customer entering into the Fixed Line Agreement VMUK will supply the Customer with such Equipment detailed in the Purchase Order.
- 3.2 VMUK will use its reasonable endeavours to deliver the Equipment on the date agreed but the Customer acknowledges that time shall not be of the essence and the Customer shall not have any course of action against VMUK in respect of the late delivery of any Equipment.
- 3.3 Notwithstanding delivery and acceptance of the equipment by the Customer, title to the Equipment shall not pass to the Customer (but will be retained by VMUK) until the earlier of either (1) the expiry of the Minimum Term or (2) the date on which all invoices relating to the Equipment have been paid in full to VMUK.
- 3.4 The risk of the Equipment will pass to the Customer upon delivery and the Customer will be liable for any loss or damage of the Equipment from the time when the Equipment is delivered to the address notified by the Customer on the Purchase Order.
- 3.5 The Customer shall notify VMUK of any alleged defect, shortage or discrepancy in the Equipment within 7 days of delivery. If the Customer fails to notify VMUK within this period the Customer will be deemed to have accepted the Equipment and VMUK will have no liability to the Customer in respect of the Equipment.
- 3.6 All Equipment supplied as part of a Purchase Order will not be subject to exchange unless a claim is made and accepted within the provisions of clause 8 of these Terms and Conditions within 7 days from the date of delivery. If an exchange is offered, it will be at the sole discretion of VMUK and the Customer will be liable to pay any difference in price if the new Equipment is more expensive than the returned Equipment along with all delivery collection and administrations costs involved.

4 Provision of Services

- 4.1 VMUK shall use its reasonable endeavours to provide the Services on the dates agreed by the parties.
- 4.2 VMUK will use reasonable endeavours to ensure that the Services are provided with reasonable skill and care.

5 Minimum Connection Period

- 5.1 The Customer agrees to stay connected to the relevant Network/Service Provider for a minimum of the Minimum Term;
- 5.2 If the Customer does not stay connected to the relevant Network/Service Provider for the Minimum Term the Customer will be charged a Disconnection Fee;
- 5.3 The applicable Disconnection Fee will be calculated as follows:-
- 5.3.1 All Customers (including Customers who do not subscribe to any Line Rental services and CPS customers) will be charged an administration fee of £50 for each number that has subscribed to a Service through VMUK and an amount equal to 15% of the Average Bill for each month of the Minimum Term which remains unexpired at the date of the cancellation. In addition all Customers will be obliged to repay any Credits they have been paid; and
- 5.3.2 In addition to the charge detailed in Clause 5.3.1 Customers who subscribe to one or more line rental services through VMUK will be charged the following cancellation charges:-
- 5.3.2.1 £150.00 per Business PTSN line;
- 5.3.2.2 £150.00 per ISDN2 line;
- 5.3.2.3 £500.00 per ISDN30 if an initial connection fee was detailed in the Purchase Order;
- 5.3.2.4 If no Initial Connection Fee was detailed in the Purchase Order relating to an ISDN30 line the following will be charged:-
- 5.3.2.4.1 £112.50 per channel for the first 15 channels installed; and
- 5.3.2.4.2 £30.00 per additional channel after the first 15 channels; and
- 5.3.2.4.2 a planning charge of £100.00
- 5.4 In order to terminate this Agreement at the end of the Minimum Term the Customer must give a minimum of 30 days notice expiring on the last day of the Minimum Term (“the Termination Notice”). If the Termination Notice is not served or insufficient notice is given the Customer will automatically enter in to a new 12 month term (“the New Term”) commencing immediately after the end of the Minimum Term.

- 5.5 There are occasions where the Network Service Provider may offer to resign, renew or rollover your Contract with them directly. If such a resignation, renewal or rollover is entered in to with the Network/Service Provider directly during the Minimum Term then it will for the purposes of the Contract with VMUK be deemed that the Customer has disconnected or cancelled their Agreement during the Minimum Term and the charges in this Clause 5 will apply. Customers are accordingly urged to contact VMUK if they are approached by the Network/Service Provider with a view to rolling over, renewing or resigning their Contract during the Minimum Term.
- 5.6 If following the Minimum Term the Customer upgrades or renews the Contract with the Network/Service Provider directly then this Contract with VMUK will also be renewed automatically and the same Terms and Conditions will apply.
- 5.7 If the Customer enters into Downwards Migration at any time during the Minimum Term with the Network/Service Provider directly without the prior written consent of VMUK then it will be deemed that the Customer has disconnected and the charges in this Clause 5 will apply.
6. Charges and Payments
- 6.1 The Customer hereby agrees to pay VMUK for the Equipment and any Services ordered by and provided to the Customer within 5 days from the date of receipt of an invoice from VMUK ("the Due Date").
- 6.2 The Customer hereby agrees to pay the Activation Charges, Monthly Charges and Call Charges to VMUK by the Due Date.
- 6.3 Interest at the rate of 5% above Barclays Bank plc base rate calculated on a daily basis on overdue accounts from the Due Date until payment
- 6.4 If the Customer is late in paying any Invoice it is acknowledged that the Network/Service Provider or VMUK may disconnect the Customer due to non payment. Such a disconnection will be treated as a cancellation of this Agreement and if such a disconnection occurs during the Minimum Term the Early Termination Charges specified in Clause 5 will apply.
7. Visits to Your Premises
- VMUK (or other companies or bodies acting on behalf of VMUK) may need to visit your premises to carry out tests, provide or activate the Services and you agree to such visits and you agree to provide such other co-operation and assistance as may be reasonably required by VMUK. If it is necessary for a company or body acting on behalf of VMUK to visit your premises you agree to them contacting you directly.
8. Warranties
- 8.1 The Customer acknowledges that VMUK is not the manufacturer of the Equipment and accordingly, that the warranty lies with the Manufacturer. If any Equipment is proved to the reasonable satisfaction of VMUK to be defective then;
- 8.2 if returned to VMUK within 7 days of date of delivery in its original packaging VMUK will at its option either:
- 8.2.1 repair the Equipment; or
- 8.2.2 replace the Equipment; or
- 8.2.3 substitute the Equipment with a credit on account.
- 8.3 For the avoidance of doubt, where VMUK replaces the Equipment or provides substitute Equipment, the original Equipment returned by the Customer will belong to VMUK.
- 8.4 These obligations on the part of VMUK will not apply where:
- 8.4.1 The damage to the Equipment is due to Customer negligence; or
- 8.4.2 The Equipment is altered in any way; or
- 8.4.3 The Customer has failed to observe any maintenance requirements; or
- 8.4.4 The Equipment has been expressly sold on a "NO warranty" basis.
- 8.5 VMUK does not give any warranty or representation as to Network availability. VMUK does not guarantee that coverage is available from any particular Network Service Provider in any given area. The availability or otherwise of any particular Network does not affect the liability of the Customer to VMUK under these Terms and Conditions.
9. Limitations of Liability
- 9.1 The liability of VMUK for loss or damage of any kind whatsoever in connection with:
- a) this agreement; and/or
- b) any matter collateral to this agreement; and/or
- c) in respect of any representation or misrepresentation made by or on behalf of VMUK;
- shall in no circumstances exceed the sum paid by the Customer to VMUK in respect of Equipment or Services that such liability arises from provided that nothing in this clause shall limit or exclude liability for death or personal injury arising from VMUK negligence.
- 9.2 save as otherwise provided, VMUK will be under no liability for personal injury, death, loss or damage of any kind whatsoever (other than death or personal injury resulting from VMUK negligence) whether consequential or otherwise including but not limited to loss of profits, pure economic loss, loss of business or depletion of goodwill.
- 9.3 VMUK are not liable for any loss of service with the Network/Service Provider or any consequential loss or damage as a result of any such loss or interruption of service.
- 9.4 VMUK will deliver any Services provided to the master Networking Telephone Equipment telephone socket at your premises and are not responsible for any internal wiring, additional phone sockets or extension cables.
- 9.5 The Customer hereby acknowledges that there may be a temporary loss of telephone services during the activation of the Purchase Order and VMUK is not responsible for any loss attributable to any such loss of service.
- 9.6 The Customer hereby acknowledges that VMUK is not responsible for the payment of any termination or other fees charged to the Customer by any previous Network/Service Provider.
- 9.7 VMUK does not accept any liability in respect of the cancellation of any existing agreements with any previous Network/Service Provider and the Customer retains the sole responsibility for effecting any required cancellations and assumes responsibility for all costs and expenses associated with any such cancellation.
- 9.8 VMUK does not accept any liability in respect of any loss of service, delays in installation or issues arising from installation generally. The Customer's redress in respect of these issues is with the Network/Service Provider generally and not with VMUK. VMUK will use reasonable endeavours to resolve issues Customers may have in this respect but are not responsible for these issues as they are outwith the control of VMUK.
- 9.9 The Customer acknowledges that any line or broadband transfers and/or installation work may entail a loss of service and the Customer may be without Broadband Service or Telephone Service for a period of time.
- 9.10 The Customer has entered into this agreement solely on the basis of the terms provided in the Customer Requirements Form and not in reliance on any representations either written or oral that are not detailed in the Customer Requirements Form.
10. Your right to cancel
- You may have a right to cancel your Connection with the relevant Network/Service Provider in accordance with their terms and conditions. Any such right does not, however, affect the terms of the Agreement with VMUK and if this Contract is cancelled at any time then Early Termination Charges will become payable in accordance with the terms of this Agreement. Any such cancellation will incur early termination charges in accordance with Clause 5
11. Our right to cancel
- 11.1 VMUK may end the Contract at any time before the Service is activated if one of the following occurs:-
- 11.1.1 the Customer fails a credit check;
- 11.1.2 the Customer provides incorrect or unacceptable payment details;
- 11.1.3 the Customers property is not within a geographical area covered by VMUK;
- 11.1.4 technical issues prevent, delay or degrade the activation or provision of the Service;
- 11.2 If VMUK ends the Contract prior to Activation VMUK will refund any payments made by the Customer to VMUK;
12. Disputes
- All reasonable steps will be taken to resolve any dispute prior to any legal action. If you do have any complaints you should first contact your business specialist or customer services.
13. Disclosure of Customer Information
- The Customer consents to VMUK disclosing their personal and business details as detailed in the Purchase Order and Vision CRF to the relevant Network provider and any required credit reference agencies.
- 13.1 Promotional Material
- The Customer hereby consents to VMUK and their selected third parties sending promotional material to Customers using the details provided. The Customer does have the right to unsubscribe from this at any time by writing to VMUK notifying them of this desire.

14. Indemnity

The Customer will indemnify VMUK for all costs losses and expenses incurred as a consequence of breaching any of these terms which shall include all costs incurred in the recovery of any late payments.

15. Force Majeure

Neither party shall be liable for any delay or failure in performing any of its obligations (except payment by the Customer of any sums due under this contract) if such delay or failure arises because of circumstances beyond that party's reasonable control.

16. Jurisdiction

16.1 All contracts shall be governed by and construed in accordance with English law and the parties submit to exclusive jurisdiction of the English courts.

16.2 If any provisions of these Terms and Conditions or any contract between VMUK and the Customer are held to be invalid and/or unenforceable under any applicable statute or rule of law they will be deemed to be omitted and the validity and/or enforceability of the remaining provisions of the contract shall not be impaired or affected by that omission.

17. Variation of Terms

17.1 This agreement is subject to change in whole or part with 7 days written notice.

17.2 Notice is deemed to have been served when posted to Customers for whom VMUK has an address and notice has been displayed in the registered office of VMUK for two weeks from the date of posting. VMUK will not be responsible for notices which are lost in the post and proof of posting will not be required.

17.3 It is each Customers responsibility to ensure that VMUK has an up to date address and notices will be deemed as validly served if sent to the most recent address that VMUK holds for a Customer.