

1 Introduction and Definitions
1.1 The customer understands that in order to receive the Services and VOIP and the Fixed Line Services it is required to enter into 2 separate agreements.
1.1.1 These are 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 VOIP and 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.
"VOIP" means voice over IP – a method of re-routing or delivery of voice, multi-media communications & calls via the internet via a chosen network/service provider.
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 VOIP and the Fixed Line Agreement VMUK will supply the Customer with such Equipment detailed in the Purchase Order.
3.2.1 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.
3.2.2 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.
3.2.3 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.
3.2.4 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
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 PSTN 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:- £112.50 per channel for the first 15 channels installed; and £30.00 per additional channel after the first 15 channels; and a planning charge of £100.00.
5.3.2.5 per user VOIP, CLOUD, HOSTED:- 60-37 months remaining £500, 36-18 months remaining £300, 17-12 months remaining £200, 12 months or less remaining £150.
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.

10 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 be 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.
9.11 The Customer hereby acknowledges that an ethernet cable will be supplied with each IP phone ordered, this is a plug & play device. Any additional cabling is the customer own responsibility & VMUK does not accept any liability in respect of any loss of service, delays in installation / cabling or issues arising from installation or cabling in generally.
9.12 Emergency Access
9.12.1 Access to emergency (112/999) services is included as part of the VOIP Service, but only once the Customer has provided Plan with the initial emergency information as requested by Plan.
9.12.2 The Customer location information that the Customer provides to Plan and which is in turn provided to the emergency call handling is subject to the following:
9.12.2.1 for each phone line that the Customer utilises, the primary physical location where the VOIP Service will be used must be registered with Plan. That location will be registered as a part of subscribing to the VOIP Service;
9.12.2.2 a primary site location will be registered for each new number. It is the Customer's responsibility to ensure that Plan always has the up to date location and address for each number registered on the Customer's account;
9.12.2.3 if the Customer does not update Plan with changes to the location, it accepts that it may not be possible for emergency operators and authorities to identify the Customer's location and phone number when they dial 112/999.
9.12.3 When the Customer dials 112/999 they will need to state the location and phone number promptly and clearly, as emergency operators and authorities may not have this information. In the event the location information has been transmitted the Customer will still be required to confirm this location.
9.12.4 The VOIP Service does not function in the event of power failure. Should there be a power interruption in the power supply, the VOIP Service will not function until power is restored. A power failure or disruption may require that Equipment be reset or reconfigured prior to utilising the VOIP Service. Power disruptions or failures will also prevent dialling to emergency service numbers including any 112/999 calling feature.
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.

18. Network/Service Provider Termination Payments
- 18.1 In the event of VMUK and the Customer agreeing to change the Customers Connection from one Network Service Provider ("the Old Provider") to another ("the New Provider") during the Minimum Term of an Airtime Agreement the Customer acknowledges that the Old Provider will charge their standard disconnection fees.
- 18.2 The Customer acknowledges that it is aware that Termination Charges may be imposed not only by the Network/Service Provider but also by previous dealers in accordance with their terms and conditions. It is the Customer's sole responsibility to verify the levels of Termination Charges and VMUK does not accept any liability for checking that the figures provided by the Customer to VMUK are correct.
- 18.3 The Customer will be responsible for paying any such disconnection fees however will be entitled to raise a Termination Invoice only up to the amount agreed and detailed on the customer requirements form in respect of any agreed termination fees payable by VMUK.
- 18.4 The Customer will not be entitled to raise a Termination Invoice until a minimum of 3 months following connection to the New Provider.
- 18.5 The Customer will lose its right to raise a Termination Invoice if the Customers account with the New Provider falls into arrears at any time.
- 18.6 All Termination Invoices must be accompanied by the invoice supplied by the Old Provider along with evidence that the invoice has been paid or the Termination Invoice will be deemed to be invalid.
- 18.7 If the Customers account with the New Provider falls into arrears at any time the Customer will lose their right to any unclaimed or future Subsidy and VMUK will be entitled to recover any Subsidy already paid to the Customer PROVIDED THAT if the Customer pays the arrears and provides VMUK with written evidence from the Network Service Provider that the arrears have been repaid in full then the Customer will retain its rights to any Subsidy.
- 18.8 VMUK will pay any properly raised Termination Invoice or Cash Back Invoice in full 30 days after receipt. For the avoidance of doubt a Termination Invoice or Cash Back Invoice may not be served until a minimum of 90 days following connection with the New Provider and must be served prior to the date 6 months after connection with the New Provider.
- 18.9 The Customer will not be entitled to raise a Termination Invoice or Cash Back Invoice unless they have been connected to the Network/Service Provider for at least 90 days and the Customer will not be entitled to raise a Termination Invoice if the account is in arrears.
- 18.10 If the Customer fails to pay any monies properly due to either VMUK or the Network then it will be deemed that they have disconnected from the Network and all fees that would be due if a Customer disconnected from the Network prior to the end of the Minimum Term will become due and payable immediately.
- 18.11 The Termination Credit specified on the Customer Requirements Form is the maximum amount payable by VMUK in respect of Termination Charges and in no instance will the Customer be entitled to an amount in addition to that.
- 19 Existing Telephone Numbers
- VMUK will only be responsible for the migration of Telephone numbers detailed on the Purchase Order and Customer Requirements Form. If the Customer has additional or remaining numbers with the old Supplier/Service Provider those will remain the sole responsibility of the Customer and VMUK will accept no liability for any cancellation charges or invoices relating to any such charges.
- 20 Network Cabling
- Customer to organise own cabling in office. Vision Mobile do not install or cable any equipment in office. Vision will not pay or contribute towards any costs associated with cabling this is the customers own responsibility. The Handsets listed above will be sent via courier and it is customer responsibility to install or cable all items. VOIP IP Handsets & Broadband Routers are plug & play items. All IP Handsets require power, therefore please ensure you have power points available.
- 21 Service & Supply
- 21.1 In the event of supplying a new or existing Broadband connection, any I.T services attached to the broadband and/or rely upon a broadband connection remain the customer's own responsibility. Vision Mobile will not support or re-configure any I.T services which have not been supplied by Vision Mobile UK.
- 21.2 VMUK are not liable for any loss of broadband / Telephone service with the Network/Service Provider or any consequential loss or damage as a result of any such loss or interruption of service.
- 21.3 The Customer hereby acknowledges that there may be a temporary loss of telephone / broadband services during the activation of the Order and VMUK is not responsible for any loss attributable to any such loss of service.
- 21.4 VMUK will deliver any Services provided to the master telephone socket at your premises and are not responsible for any internal wiring, additional phone sockets or extension cables.
- 21.5 VMUK will supply the Customer with such Equipment detailed in the Purchase Order & CRF, in relation to a VOIP and/or Fixed Line Agreement. The customer acknowledges that VMUK are not responsible for any internal wiring, additional phone sockets or extension cables if required for VOIP equipment. All equipment supplied will be sent via courier and it is customer responsibility to install or cable all items.
- 21.6 Vision will not pay or contribute towards any costs associated with any additional cabling this is the customer's own responsibility.