

Terms & Conditions

Ref TWC-36-24-12

By using the services of The Calls Warehouse you agree to abide by the following Terms & Conditions.

In Brief

1)	You may cancel this agreement up to 2 working days before the services go live or before any equipment has been dispatched without cost
2a)	Prices advertised on our website include special offer prices for a limited period. Each offer is subject to their <u>own terms and conditions</u> .
2b)	Where applicable services will transfer on a like for like basis to The Calls Warehouse.
3)	The contract begins when your services have transferred to The Calls Warehouse and shall remain in place for the number of months agreed from the transfer date.
4)	You have agreed to pay for all services used by Direct Debit. If you have opted not to pay by direct debit a £5.90 charge will be added to each monthly invoice.
5)	All charges will increase by 10% each February or by the Consumer Price Index rate published in January of that year + an additional 4% if it is greater. All prices quoted exclude VAT
6)	If you decide to end your agreement before the end of the term of the contract you will be charged an early termination fee. This is calculated as standard fixed charges for each month remaining on the contract.

Definitions

Word	Meaning
BT	British Telecoms Plc
Network	This is the network that The Calls Warehouse use to provide services on your behalf
Calls Warehouse Bundle/ Bundle	Is a fixed volume in minutes of calls to numbers of specific call types.
Charges	Relates to costs incurred for providing services.
CLI	Calling Line Identity
Contract /Agreement	Means the contract agreed between The Calls Warehouse and you/customer, for us to provide you with services to the telephone number/s or/and premises under these Terms & Conditions
MCT	Minimum Contract Term
Service	Means all services provided by The Calls Warehouse to the customer as agreed in the contract
Standard Rates	Refers to any rates that are not included in a Calls Warehouse Bundle
Us	The Calls Warehouse
Verbal & Written Agreements	Verbal is the recorded agreement completed over the telephone with you/customer and The Calls Warehouse. Written agreements are either signed by hand or with an electronic signature.
You/Customer	The person, professional, sole trader, company, partnership, legal entity, association or any person or organisation that we reasonably believe is authorised to act on your behalf.

Services In General

- 1a) The Calls Warehouse will always use their best efforts to provide a continuous high quality service in accordance with these Terms & Conditions.
- 1b) Due to the nature of the telecommunications networks it is impossible to provide a fault free service. The quality of the service depends on the network used.
- 1c) We are not responsible for any equipment at your property it is always your responsibility to ensure that your equipment is in good working order.
- 1d) We shall not be responsible for any delay or failure to carry our responsibilities under this contract for reasons beyond our reasonable control, including acts of God, weather, industrial disputes, failure or shortage of power supplies, act of terrorism, riots, war, failure of a third party or government action.
- 1e) The Verbal or Written Agreements agreement that you entered into gives us authority to act on your behalf in arranging for the transfer of services from your current carrier/network to The Calls Warehouse on the BT and other Networks.
- 1f) If you believe there is a fault on your line it is your responsibility to contact your line provider by telephone or durable means.
- 1g) Whilst we provide the service you authorise us to act on your behalf in all dealings with BT or any communications provider in order to arrange and continue supply of the calls and line service if applicable.

Charges, Billing & Payment In General

- 2a) Your invoice will be sent free of charge by email- it is your responsibility to ensure that we have a full and correct email address.
- 2b) If you request a paper bill there will be a charge of £5.90 per bill.
- 2c) If for any reason we cannot collect the direct debit due to rejection or insufficient funds a charge of £15.00 will be added to your next bill.
- 2d) For invoices not paid by direct debit on the agreed date we will charge you for any collection costs incurred by us and interest will be charged on unpaid invoices from the due date until payment, at a rate of 3.5% per month or part thereof.
- 2e) You agree not to withhold payments made to us, any payments made to us will be applied by us as we deem appropriate.
- 2f) First bills are calculated on a pro-rata basis, monthly in advance and includes monthly Line Rentals, Calls Bundles, Broadband & Mobile Services, Cloud Voip and any monthly features. Call charges not included in any bundles will be charged in arrears.
- 2g) The duration of these calls is rounded up to the next whole minute and deducted from your allowance. Minutes not used within the month will not be rolled over to the next month.
- 2h) Calls not included or outside of your Calls Warehouse Bundle will be charged at our standard rates of –

Call type	Pence Per minute
Local	29.6
National	29.6
Mobile- Including 3	36.46

Calling 084, 087, 09 and 118 numbers. To make the cost to call the above numbers clearer for you, Ofcom have split the cost into two parts from 1st July 2015; a service charge and an access charge. The service charge for numbers is set by the original range holder and remains the same regardless of where the call is made from. This will be a standard charge. The access charge is then applied to deliver the call. Your access charge from The Calls Warehouse is 15 pence per minute.

A Connection charge of 29.16p applies to local & national calls, 36.46p to mobiles and varies to all other calls. All call charges will be rounded up to the next whole minute. Fair usage policy on analogue unlimited calls is 3500 minutes per month.

- 2i) If you have been prevented from using our services due to non-payment an administration fee of £25.00 will be charged to re-establish the services.
- 2j) If for any reason your calls drop off you will continue to be charged for your bundle(s) commitment each month unless an Early Termination Fee has been applied to your account.
- 2k) If you wish to challenge any item on your bill you must do so within 3 months of that bill.
- 2l) All charges will increase by 10% each February or by the Consumer Price Index rate published in January of that year + an additional 4% if it is greater. All prices quoted exclude VAT
- 2m) If paying by direct debit, please note that The Calls Warehouse Ltd has appointed the BACS Approved Direct Debit Bureau, Eazy Collect Services Limited (www.eazycollect.co.uk), to collect your payments and **Calls Warehouse** will be shown on your bank statement.

Suspension Of Service In General

- 3a) You agree that we may suspend services in order to maintain or improve the service or if we are obliged to do so by virtue of direction or request from any government department, emergency service, or regulatory or administrative authority.
- 3b) We shall be entitled to suspend the services if you fail to pay any of The Calls Warehouse charges where due or commit a substantive breach this agreement.
- 3c) If we are unable to establish a direct debit authority using the bank details that you have provided to us at any time or your direct debit instructions is refused or cancelled.
- 3d) The Calls Warehouse reserves the right to place a credit limit on your account. If this credit limit is exceeded we may ask for a deposit, part payment or suspend the services.

3e) In the above cases the agreement does not come to an end and you are still liable for all monthly charges due during suspension.

Termination In General

4a) You may cancel this agreement upto 2 working days without cost before the services go live with The Calls Warehouse.

4b) You may end this agreement for any services with The Calls Warehouse at anytime (subject only to you having completed the agreed initial MCT, or if applicable a subsequent MCT, for the services that you wish to terminate), by giving us notice as set out in Ofcom guidelines.

4c) You are able to end this agreement without penalty if you cease to trade. To do this you must telephone our customer services department at least 30 days before you intend to cease to trade and provide us with third party documentary evidence that you are doing so. An example of this would be a solicitors letter. We would then cease the service on the date advised. You will not be able to make or received any calls from that date. If outstanding monies for the final bill is not paid in full within 30 days of the cease to trade, full termination fees would apply.

4d) If you move premises we will transfer the existing services subject to availability.

4e) If you transfer your business as a going concern to another person this contract will continue in their name. Please inform us of the new owners name. This is your responsibility.

4f) In the event of the agreement being terminated by the customer before the contract end date an early termination fee will apply. This is calculated as standard fixed charges for each month remaining on the contract payable to The Calls Warehouse.

4g) In the event of the death of the sole trader, upon a death certificate being provided to The Calls Warehouse the contract would be terminated and a final bill produced for probate purposes.

4h) In the case of the death of a director/partner of a Limited Company/Partnership normal termination fees apply if the contract is ceased.

Obligations In General

5a) You agree not to use the service in any improper or unlawful manner or in any manner that may cause offence.

5b) You agree to pay for all services provided by The Calls Warehouse within the time limits and within the manner set out by direct debit and to be responsible for the use of the service, whether the use of the service has been authorised by the customer or not (and the customer agrees that The Calls Warehouse is not obliged to monitor the level of telephone calls/or report unusual telephone call patterns or any services provided).

5c) You agree to inform us by telephone, giving at least 90 days notice of any changes in your personal details including change of address and or change to billing details ie change to email address.

5d) You agree not to make any telephone calls from the number by any other means other than by using the service during the supply period.

5e) The customer undertakes at their own expense, to terminate any existing contracts with alternative providers.

Liability In General

6a) We do not exclude or restrict our liability for death or personal injury caused and we will not be responsible for any faults, damage or maintenance to the customers telephone line or services provided and will not be liable for any economic loss, including loss of profit, revenue, business, contract, anticipated savings, goodwill, data or other financial loss or any loss which is consequential or indirect.

6b) We shall not be liable to pay any termination fees or other charges payable to your previous supplier(s) of telecommunication

Miscellaneous In General

7a) If You need to contact The Calls Warehouse or send notice to us you may do so in writing by registered post to -The Calls Warehouse, The Junction, Merchants Quay, Salford Quays, M50 3SG or by email to accountmanagers@thecallswarehouse.com or by telephone to 0800 470 0144. We will keep you updated on important notices on your bill.

7b) This agreement is covered by the laws of England where your principle address is located in England, Wales or Northern Ireland and by Scottish law where your principle address is in Scotland.

7c) The Calls Warehouse at their sole discretion may change the carrier(s) or network providers being used to route your call traffic or services at any time without notice.

7d) If you telephone us, or we telephone you your call may be recorded.

7e) We may inform you about offers, products or other services that we provide, from other organisations that we believe may be of interest to you unless you notify us verbally or in writing not to.

7f) In the event that at anytime a line provider, suspends or terminates telephony services to you, The Calls Warehouse shall have no obligation to notify you or to continue to provide the services in relation to that CLI.

7g) You may not assign or transfer this contract without the written consent of The Calls Warehouse, which will not be unreasonably withheld.

7h) The Calls Warehouse reserves the rights to pass any outstanding debts onto a debt-collecting agency at their discretion.

7i) Any external offers are subject to their own terms and conditions.

7j) For customers who have elected to be part of the Diamond, Platinum or ACMS Clubs a monthly charge will be added to your invoice. The charge for the Diamond Club is £2.99 monthly, which equates to less than 10p per day.

7k) Any additional taxes, charges and levies that may be introduced by the Government or other official bodies will be added to your invoices and are not the responsibility of The Calls Warehouse.

The Direct Debit

8a) All Customers that pay by Direct Debit are covered by the Direct Debit Scheme. A copy of this is sent out when your services are set up by Direct Debit.

TCW Voip Cloud from The Calls Warehouse Terms and Conditions

Ref TCW-36-24-12

This Agreement ("Agreement") is between The Calls Warehouse and the Customer. The parties agree as follows:

Important Information

The Customer acknowledges that this is a Voice over Data Network service, and as such, it is dependent on the Customer's connection to the data network and the data network itself. The Customer's service may therefore cease to function if there is a power failure or a failure in the underlying data network.

The Customer understands and acknowledges that this service allows calls to the emergency services numbers 999 and 112 and that calls to these services may fail if there is a power cut or if the customer's broadband connection fails.

The customer understands and acknowledges that the address provided by the customer will be passed to the Emergency Services and will be used in location finding during a 999 call. The customer understands and acknowledges that the address provided is the location that the service will be used and that it is the customer's responsibility to notify The Calls Warehouse of any changes to this information.

Services

Subject to the terms and conditions of this Agreement, The Calls Warehouse will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. The Calls Warehouse shall take all due care in the provision and maintenance of the service to provide quality and reliability. As there are no Service Level Agreements (SLA's) that apply - and therefore no associated Service Level Guarantees (SLGs) - in the event of any failure or malfunction within our networks, The Calls Warehouse shall correct any failure or malfunction as soon as is reasonably practical.

Term

The initial term of this Agreement shall be as stated in the Order ("Initial Term"). The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until The Calls Warehouse receives and accepts a completed Order (either verbally or via other durable means) from the Customer plus payment in full for Services to be rendered during the Initial Term and any setup charges.

The Calls Warehouse reserves the right to reject any submitted Order for any or no reason prior to acceptance by The Calls Warehouse. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically enter a 30- day rolling contract. Rates after this point may vary. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

Fees And Payments

All fees for Services rendered or provided to the Customer shall be in accordance with The Calls Warehouse price list then in effect. A price list setting forth The Calls Warehouse's current rates for Services is available upon request. The Calls Warehouse may, at any time, amend the Services and/or the rates and fees it charges for the Services.

In the event that The Calls Warehouse are unable to take a Direct Debit from the users authorised account then the user will be informed by email and will be prompted to make a payment via alternative means in order for their services to continue. Unpaid items will be marked as expired and the user prompted to re-establish their Direct Debit.

In the event that any amount due to The Calls Warehouse remains unpaid, The Calls Warehouse, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services.

The customer will pay for all calls made from their account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use.

Security Of Service

The customer is wholly responsible for the safety and security of their The Calls Warehouse account and the equipment used by them to access The Calls Warehouse network and services and must put in place such safeguards as necessary to prevent unauthorised use. The customer is responsible for all persons who use their username and password to access the service, whether authorised or not.

The Calls Warehouse accepts no responsibility for costs incurred by the customer from unauthorised usage of a customer's account. All accounts are automatically enrolled into exceptional call protection, where fraudulent activity is monitored and if suspected restrictions can be placed without notification. If you wish to discuss barring options IE. calls to international or premium rate numbers please contact us on 0800 470 0144 or email accountmanagers@thecallswarehouse.com

The Calls Warehouse reserves the right to check the security of a customer's equipment or devices used to connect to its network if it reasonably believes that equipment on the customer's network may be at risk from external attack (hacking) or if they believe that its terms and conditions of use are not being followed.

Content And Customer's Responsibility The Calls Warehouse will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. The Calls Warehouse shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.

Any users causing inappropriate cpu (central processor unit) usage, system load, performing illegal activities or misusing 999 / 112 services will be suspended.

Any users found on our servers which fit any of the descriptions above will be immediately disabled, removed, and are subject to a £450 clean-up and service fee upon termination. On such accounts all monies outstanding must be paid and refunds for any remaining months will not be given.

Customer Conduct

The Calls Warehouse will not tolerate bad language, verbal or threatening behavior either via phone, email or any other form of communication The Calls Warehouse expects that their customer service and support representatives act in a polite and courteous manner at all times although when faced with over demanding, threatening or abusive callers they are empowered to terminate calls and suspend a user's account pending investigation.

The Calls Warehouse reserves the right to determine what constitutes abuse of their staff or services.

Music on Hold.

Licenses: The Calls Warehouse's custom Music on Hold service is a storage only system. You are wholly responsible for ensuring that you have the appropriate rights and licenses to play the music that you upload. If in doubt, consult the Performing Rights Society.

Take Down

We will remove any content that is contrary to UK law or considered inappropriate or indecent without consultation or prior notice and at our sole discretion.

Customers are responsible for the security and integrity of their own systems and network infrastructure.

When contacting our customer services department, we will only be able to discuss with authorised persons named on the account. If you wish to add authorised personnel, this must be requested in writing.

The Calls Warehouse reserves the right to charge the end user a fee if it is deemed that excessive changes are made to the system after initial set up. From time to time, The Calls Warehouse will email its customers with information that it judges necessary for the ongoing upkeep and maintenance of their accounts and with information about changes, updates and new services that have become available. The Customer agrees to accept these emails unless and until they cancel all active services on their account.

No Warranty

The Customer agrees to use all The Calls Warehouse Services and facilities, and any information obtained through or from The Calls Warehouse, at Customer's own risk. Customer acknowledges and understands that neither The Calls Warehouse, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service, merchandise or hardware contained in or provided through the Service, unless otherwise expressly stated in this Agreement. The Calls Warehouse specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

Limited Liability

Under no circumstances, including negligence, shall The Calls Warehouse, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorised access to The Calls Warehouse's records, programs or services.

The Calls Warehouse further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

Indemnification

The Customer shall defend, indemnify, save and hold The Calls Warehouse harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against The Calls Warehouse, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

Termination

This Agreement may be terminated by The Calls Warehouse at any time if, in the sole judgment of The Calls Warehouse, The Customer breaches any material provision of this Agreement or in the event of non-payment by the Customer or if the Customer is in violation of any terms or conditions as set out by The Calls Warehouse.

Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to The Calls Warehouse shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party.

Miscellaneous

This Agreement sets forth the entire agreement between The Calls Warehouse and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without The Calls Warehouse' prior written consent. This Agreement shall be governed by the laws of England where your principal address is located in England, Wales or Northern Ireland and by Scottish law where your principal address is in Scotland and is Dependent on the current laws in these countries at the time. The Customer is deemed to have agreed to this Agreement, when commencing use of any of The Calls Warehouse's services.

All TCW Cloud customers who have elected to be part of the Diamond, Platinum or ACMS Clubs a monthly charge will be added to your invoice.

Allowable Use

(The Calls Warehouse Contract) Allowable use is reasonable and normal use in the day-to-day running of a typical business. You may not use methods to take advantage of the package by using the services excessively or by means not intended by The Calls Warehouse. Each user of the service requires one extension to be purchased. It may not be used with third-party PBXs. The Calls Warehouse may suspend or terminate your service immediately if it determines, in its sole discretion, that you are abusing this service.

Some examples of non-normal, prohibited uses are:

- Use of auto-diallers
- Continuous dialling
- Resale to others
- Use by people that are not part of your business
- Non-voice calling
- Extensive call-forwarding
- Repeated calling to the same number
- SPIT (Spam over Internet Telephony)
- Continuous connectivity
- Calling without two or more party dialogue

This is not an inclusive list. We will consider each potential abuse on its own merits when considering whether your usage is allowable under this contract. In reaching a decision to suspend or terminate your service The Calls Warehouse will take into account the activities above and compare your usage and calling patterns to the average usage and calling patterns of all its customers.

Fraudulent activity is monitored and if suspected restrictions can be placed without notification. If you wish to discuss barring options ie. calls to international or premium rate numbers please contact us on 0800 470 0144 or email accountmanagers@thecallswarehouse.com.

Abusive or excessive use may cause network congestion problems either in our own network or those of our partners that we inter-connect with. If your abusive or excessive use of the The Calls Warehouse service disrupts The Calls Warehouse service or the services provided by our inter-connected partners either directly or indirectly it will result in the immediate disconnection of your service and may lead to the suspension or termination of your contract.

Depending on the form of abuse detected, your account may be suspended or permanently terminated. In The Calls Warehouse's sole discretion, you may be moved to a non-inclusive package or removed from the service entirely. If you are removed from service before the end of your contract you will be liable for the remaining costs of it.

Hardware Equipment Purchase.

The Calls Warehouse may ask for payment upfront for any hardware/telephones or equipment before these items are dispatched. Further or replacement hardware can be ordered at any time during the contract, which will have to be paid for before this is dispatched.

Call Recording

Please note that calls to The Calls Warehouse may be recorded to help us in dispute resolution and for training purposes.

Early Termination Fees

If you cancel any services once they have transferred to The Calls Warehouse, Early Termination Fees may apply. The termination fee will be calculated based on the standard monthly license fee (per user) subscribed to, and the months remaining on the fixed term contract. For example, if the monthly license fee is £16.99 per month with 10 months remaining on the contract, the termination fee will be £169.99 for this license/user.

Porting Numbers

We will only accept porting instructions from an authorised party on The Calls Warehouse account. It is the responsibility of the business to keep us up to date with any changes on the account for example, email address or authorised persons.

In the event of a dispute over the customer's right to port, any authorised named party on the account may be taken as ownership and the customer may be asked for proof of identity before porting request is accepted.

Annual Price Increase & Consumer Price Index (CPI) changes

II charges will increase by 10% each February or by the Consumer Price Index rate published in January of that year + an additional 4% if it is greater. All prices quoted exclude VAT

Fair Usage Policy

Unlimited TCW Cloud licenses come with a fair usage policy of 5000 minutes of local & national VoIP talktime 2000 minutes to UK mobile numbers minutes each month.

Hardware

You have 7-working days from the date on which the equipment is originally delivered to you to advise if there are any missing items. If you notify us within the 7-working day period, we will send out replacement items free of charge. After the 7-working day period has passed, you will be charged for replacement parts and delivery costs. Please contact us on 0800 470 0144 or by email to - accountmanagers@thecallswarehouse.com.

Dispute Resolution & Contact Information

In the event of a dispute between The Calls Warehouse and the Customer, the Customer in the first instance should contact The Calls Warehouse directly. Full company details are shown below. In the unlikely event that a complaint cannot be settled locally, our Code of Practice (available on our website) contains an easily accessible dispute resolution scheme for the purpose of bringing such a complaint to a satisfactory conclusion.

The Junction

Merchants Quay

Salford Quays Manchester

M50 3SG

accountmanagers@thecallswarehouse.com



Broadband Terms and Conditions - Ref TCW36-24-12

1. Broadband Terms & Conditions

This document sets out the Terms and Conditions of your use of the Broadband services provided by The Calls Warehouse and comprises the entire agreement for your use of our Broadband services.

The Calls Warehouse will notify you of any changes or additions to these Terms and Conditions.

2. Commencement and Duration of this Agreement

This Agreement commences on the date your services go live and will continue for the contracted length of time applicable, for the Broadband tariff you have taken. These Terms and Conditions remain indefinitely thereafter, unless terminated earlier by either party.

3. Installation

We will use our reasonable efforts to arrange installation of the Broadband Services on the date notified to you by durable means, however due to circumstances beyond our reasonable control this date may change. Installation can take place at any time during your allocated installation appointment on the date agreed.

As installations are via third party contractors, we cannot accept liability for cancellations or changes to appointments. We will use our reasonable endeavors to make any loss of service as brief as possible, but you acknowledge that the timing of the installation and the period of the loss of service are the sole responsibility of a third-party contractor and are, therefore, outside of our control.

We cannot accept any liability for any costs, expenses, losses, damages or other liabilities (however arising) which you may incur as a result of the timing of the activation or the period of any loss of service.

We accept no liability for charges issued by the third-party contractor for example, missed appointment charges. It is essential to have a pre-configured router at site, on the date of the installation appointment.

Failure to have the equipment may result in non-completion of the installation and possible third-party engineer charges. If The Calls Warehouse is providing a pre configured router for this installation and this has not been received 72 hours before the confirmed installation date, it is your responsibility to make us aware of this via email into accountmanagers@thecallswarehouse.com or by calling 0800 4700144.

4. Activation

We will use our reasonable efforts to activate the Broadband Services on the date notified to you by durable means, however due to circumstances beyond our reasonable control this date may change. When Broadband Services are being activated at your Premises, you may experience some down time, this may be due to the work being completed by the engineer at the exchange.

Activation can take place at any time on that day, including up until midnight on the day of transfer. We will use our reasonable endeavors to make any loss of telephone service as brief as possible, but you acknowledge that the timing of the activation and the period of the loss of service are the sole responsibility of a third-party contractor and are, therefore, outside of our control.

We cannot accept any liability for any costs, expenses, losses, damages or other liabilities (however arising) which you may incur as a result of the timing of the activation or the period of any loss of service.

5. Our Provision of the Services

You acknowledge that we are dependent upon certain third parties to install and provide the Broadband Services to you. You also acknowledge that at times there may be technical limits that prevent us from delivering an operational service to you. We do not undertake to provide a fault free service. If however, a fault occurs, you should report the fault by telephone to 0800 470 0144 to the Support Service.

We will endeavor to correct any defect or fault on the services provided to you as soon as possible. We will let you know as soon as reasonably practicable of any periods of downtime of the Support Service.

The Calls Warehouse will not be responsible for any faults arising from customer's premises equipment. A minimum call out charge of approximately £175.00+ VAT will be applied to engineer visits where the fault is found to be with your equipment or where an engineer attends and finds no fault. Charges for missed engineer appointments may also apply.

In some circumstances, The Calls Warehouse may require an existing BT analogue telephone line with compatible cables and extension leads to and from your telephone socket, modem and PC to use the Broadband Services.

We may suspend the Broadband Services, including during scheduled periods of downtime where necessary, for operational reasons such as repair, maintenance, or improvement of the Broadband Services or because of an emergency.

We may immediately suspend your access to the Broadband Services in the event that your agreed payment method is canceled, or due to non-payment of an invoice. If you move Broadband service from an alternative supplier, you are responsible for any contractual agreement you have with them and any liabilities you may incur for terminating your current agreement.

Changes may be made to the initial speed availability after the point of the services starting with The Calls Warehouse. Speed availability can be affected by many factors, for example Openreach cabinet availability or third-party network providers. Therefore The Calls Warehouse takes no responsibility for these changes.

6. Hardware

All routers that are supplied by The Calls Warehouse are covered by a one-year warranty. Please let us know within 7-working days from the date on which the router is originally delivered to you, if there are any missing items. If you notify us within the 7-working day period, we will send out replacement items free of charge. After the 7-working day period has passed, you will be charged for replacement parts and delivery costs. If the router is damaged during delivery, or if you encounter a problem with your router within the one-year warranty period, please contact us on 0800 470 0144 or by email to accountmanagers@thecallswarehouse.com.

Technical Support will verify the fault and complete a Return Merchandise Authorisation (RMA) form on your behalf; you will then receive a pre-paid, addressed envelope for you to return the router to our supplier. This needs to be returned to us within 7 working days or the replacement router (if sent), becomes chargeable. If the technical support team deem the returned router not to be faulty, then the replacement router may become chargeable.

7.Charges

You are charged at the rates specified at the time of application for the initial contract period as agreed. All charges are exclusive of VAT. All customers who have elected to be part of the Diamond, Platinum or ACMS Clubs a monthly charge will be added to your invoice.

Please note The Calls Warehouse may charge the following –

A bandwidth adjustment charge of £29.99+ VAT, should you wish to change the current broadband speed, if adjustments are available at the time of request. A change of address fee. You may transfer the Broadband Services, if possible, to your new address for a moving fee payment of £95.00+ VAT. Charges for necessary equipment may apply, for example a new pre-configured router.

A disconnection fee of £95.00+ VAT, should the agreement be terminated due to non-payment.

In the event of the agreement being terminated by the customer before the contract end date an early termination fee will apply. This is calculated as your monthly fixed charges for each month remaining on the contract payable to The Calls Warehouse

8.Use of the Broadband Services

These Broadband Services are provided solely for your company use and you must not resell or attempt to resell the Broadband Services (or any part of it) to any third party. We do not warrant or guarantee the accuracy or completeness of any of the information, sound, software and any other materials (in whatever form) and services made available to you as part of the Broadband Services (the "Content") or any further information or results which may be derived from it. You acknowledge that you will not rely on any Content in making any business or other decision and that your use of the Content is at your sole risk.

You also warrant that you will comply with all consumers and other legislation, instructions or guidelines issued by regulatory authorities and relevant licenses which relate to the provision of the information on your website including those notified by us to you.

You must not use the Broadband Services, including associated computer security or backup services and software; In a way that breaches any legislation or any license applicable to you or that is in any way unlawful or fraudulent; or to deliver, knowingly receive, upload, download, use or re-use any information or material which is abusive, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights; or to send or procure the sending of any chain letters or unsolicited advertising or promotional material ("spamming"); or in a way that does not comply with our specific instructions, to propagate computer worms or viruses; or to attempt to gain unauthorized entry to any site or network or to distribute child pornography, obscene or defamatory material. You will fully indemnify us against all losses, damages, amounts paid by way of settlement, costs and expenses (including legal fees) of whatsoever nature suffered or incurred by us arising out of or in connection with any actual or potential claims or legal proceedings against us by a third party because of your use of the Broadband.

Services in breach of the provisions of this. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.

You acknowledge that Broadband Services are provided to other users and we owe a duty to these users as a whole, to preserve our network integrity and avoid network degradation.

If, in our reasonable opinion, we believe that your use of the Broadband Services has or may adversely affect such network integrity or may cause network degradation we may manage your transmission speed, the type of traffic you are passing and/or suspend your service.

We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Broadband Service either by yourself or by someone you have knowingly allowed to use the Broadband Service we provide to you.

9.Usernames, Passwords & Personal Data

You must ensure that usernames and passwords used in connection with the Broadband Services are kept confidential and are only used by authorised users. Please inform us immediately if you know or suspect that a username or password has been disclosed to an unauthorised user or is being used in an unauthorised way.

We reserve the right (at our sole discretion): to suspend usernames and password access to the Broadband Services if at any time, we think that there has been or is likely to be a breach of security; and to ask you to change any or all of the usernames and passwords you use in connection with the Broadband Services. You must inform us immediately of any subsequent changes to the information you supply to us when you register for the Broadband Services.

You accept and acknowledge that the Broadband Services, like other internet applications, are not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Broadband Services.

10.Personal Data

We may contact you before, during and after the term of this agreement in order to administer, evaluate, develop and maintain the Broadband Services. Please note that we may record your telephone calls with The Calls Warehouse and we will keep a record of personal information you provide to The Calls Warehouse in connection with the Broadband Services.

11.Limitation of Liability

Nothing in this agreement excludes or limits each party's liability with respect to death or personal injury resulting from the negligence of that party, its employees, agents or subcontractors or for fraudulent misrepresentation or under the tort of deceit.

We shall not be liable to you, whether in contract, tort (including negligence) or otherwise, for direct or indirect loss of profits, business, revenue, any contract, opportunity, or anticipated savings, loss of goodwill or injury to reputation, nor for any indirect or consequential or special loss or damage or for any destruction or loss of use of any data including any corruption of data or losses arising from your use of or failure to use the computer security or backup services or software, whether any such losses could be reasonably foreseen by us or not.

Subject to our liability to you in contract, tort, negligence or otherwise arising out of or in connection with this agreement shall, for any one incident or series of related incidents, be limited to the annual fees paid by you to The Calls Warehouse in the year in which the liability first arose.

We are under no obligation to edit, review or modify customer information or third party content, however, we reserve the right to remove any customer information or third party information without notice.

We exclude all liability of any kind in respect of: customer information, third party content, content and any other material on the internet which can be accessed using the Broadband Services and we are not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Broadband Services or on the internet; the accuracy, completeness or suitability for any purpose of any content; and the acts or omissions of other providers of telecommunications or internet services (including domain name registration authorities) or for faults in or failures of their equipment.

12.Termination of this Agreement

We may at any time, (whether during the initial period or otherwise) terminate this agreement giving a minimum of 30 days' notice to you.

We may at our sole discretion, terminate this agreement or suspend the Broadband Services immediately, in the event that we are directed by any competent

direct debit details submitted by you for payment are found not to be or cease to be valid; or your contract with us or your telecoms provider for your directanalogue exchange line is terminated; or our contract with any third party who assist us in providing the Broadband Services to you is terminated; or we become aware of any breach of third party intellectual property rights caused by the customer information or the third party content.

You may terminate this Agreement on giving at least 30 days' notice, such notice to be effective no earlier than the end of the first 36 months period or the length of time applicable to the Broadband contract you have taken from the commencement date. You must pay all fees for the Broadband Services until the date on which the termination notice expires.

After the termination notice expires, if services remain with The Calls Warehouse, you must pay for services until these are either ceased by The Calls Warehouse or have transferred to a third party.

Either party may terminate this agreement immediately, on notice, if the other commits a material breach of this agreement and fails to remedy the breach within 28 days of a written notice to do so, or if the other goes into liquidation, becomes bankrupt has a receiver appointed, makes a composition or voluntary arrangement with creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986). Upon termination or expiration of this agreement, registration to any of our services or those of third parties provided in the course of and/or for the purposes of the Broadband Services will cease at such time as the provision of the Broadband Services ends.

13. Force Majeure

Neither party will be liable to the other for any failure to deliver the Broadband Services or for any breach by it of this agreement, where such failure or breach is due to a reason outside the reasonable control of such party including, but not limited to: lightning, exceptionally severe weather, fire, explosion, war, industrial disputes, government action or regulation, or national or local emergency. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either party may terminate this agreement on notice in writing to the other party.

14. General Provisions

We may change the provisions of this agreement (including the charges) at any time, provided that we will give you notice of the changes at least 14 days before the change is to take effect at which time you may terminate this agreement if the change materially affects the Broadband Services.

This agreement represents the entire agreement between the parties in relation to its subject matter and supersedes all agreements and representations made by either party. The parties acknowledge and agree that; the parties have not been induced to enter into this agreement by any representation, warranty or other assurance not expressly incorporated into it; and in connection with this agreement the parties' only rights and remedies in relation to any representation, warranty or other assurance are for breach of this agreement and that all other rights and remedies are excluded, except in the case of fraud.

This agreement does not create any rights under the Contracts (Rights of Third Parties) Act 1999 that are enforceable by any person who is not a party to it but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Notices given under this agreement must be delivered by durable means to the following addresses: (a) to us at the relevant address provided during the registration process for The Calls Warehouse or any alternative address which The Calls Warehouse notifies to you; (b) to you by durable means at address' provided as part of the details which you submit during the registration process or any alternative address that you provide to The Calls Warehouse. It is the customers responsibility to notify The Calls Warehouse of any changes to this information.

You may not assign a sub-contract or transfer any of your rights or obligations under this agreement.

If any part term or provision of this agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of this agreement will not be affected. If either party delays in acting upon a breach of this agreement, that delay will not be regarded as a waiver of that breach. If either party waives a breach of this agreement, that waiver is limited to that particular breach.

15. Annual Price Increase & Consumer Price Index (CPI) changes

All charges will increase by 10% each February or by the Consumer Price Index rate published in January of that year + an additional 4% if it is greater.

All prices quoted exclude VAT

16. Dispute Resolution & Contact Information

In the event of a dispute between The Calls Warehouse and the Customer, the Customer in the first instance should contact The Calls Warehouse directly. Full company details are shown below. In the unlikely event that a complaint cannot be settled locally, our Code of Practice (available on our website) contains an easily accessible dispute resolution scheme for the purpose of bringing such a complaint to a satisfactory conclusion.

The Calls Warehouse Ltd

The Junction

Merchants Quay

Salford Quays Manchester

M50 3SG

accountmanagers@thecallswarehouse.com



Mobile Phone Terms and Conditions

Ref TCW-1 month - 12 months - 24 months

This Agreement ("Agreement") is between The Calls Warehouse and the Customer. The parties agree as follows:

Services

Subject to the terms and conditions of this Agreement, The Calls Warehouse will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. The Calls Warehouse shall take all due care in the provision and maintenance of the service to provide quality and reliability. As there are no Service Level Agreements (SLA's) that apply - and therefore no associated Service Level Guarantees (SLGs) - in the event of any failure or malfunction within our networks, The Calls Warehouse shall correct any failure or malfunction as soon as is reasonably practical.

Term

The initial term of this Agreement shall be as stated in the Order ("Initial Term"). The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until The Calls Warehouse receives and accepts a completed Order (either verbally or via other durable means) from the Customer plus payment in full for Services to be rendered during the Initial Term and any setup charges.

The Calls Warehouse reserves the right to reject any submitted Order for any or no reason prior to acceptance by The Calls Warehouse. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically enter a 30- day rolling contract. Rates after this point may vary. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

Fees And Payments

All fees for Services rendered or provided to the Customer shall be in accordance with The Calls Warehouse's price list then in effect. A price list setting forth The Calls Warehouse's current rates for Services is available upon request. The Calls Warehouse may, at any time, amend the Services and/or the rates and fees it charges for the Services.

In the event that The Calls Warehouse is unable to take a Card Payment or Direct Debit from the user's authorised account then the user will be informed by email and will be prompted to make a payment via alternative means in order for their services to continue. Unpaid items will be marked as expired and the user prompted to re-establish their Direct Debit or Card Payment collected for any outstanding payments.

In the event that any amount due to The Calls Warehouse remains unpaid, The Calls Warehouse, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend services by applying the following restrictions, Both Way Bar, GPRS Bar and Handset Bar.

The customer will pay for all calls made from their account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use. Customers who have 5 SIM cards or more will be required to have 1 month deposit for each of the cards value held on the account. This will be taken at the activation stage.

No Warranty

The Customer agrees to use all The Calls Warehouse Services and facilities, and any information obtained through or from The Calls Warehouse, at Customer's own risk. Customer acknowledges and understands that neither The Calls Warehouse, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service, merchandise or hardware contained in or provided through the Service, unless otherwise expressly stated in this Agreement. The Calls Warehouse specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

Limited Liability

Under no circumstances, including negligence, shall The Calls Warehouse, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorised access to The Calls Warehouse's records, programs or services.

The Calls Warehouse further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

Indemnification

The Customer shall defend, indemnify, save and hold The Calls Warehouse harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable legal fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against The Calls Warehouse, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

Termination

This Agreement may be terminated by The Calls Warehouse at any time if, in the sole judgment of The Calls Warehouse, The Customer breaches any material provision of this Agreement or in the event of non-payment by the Customer or if the Customer is in violation of any terms or conditions as set out by The Calls Warehouse.

Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to The Calls Warehouse shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party.

Miscellaneous

This Agreement sets forth the entire agreement between The Calls Warehouse and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without The Calls Warehouse' prior written consent. This Agreement shall be governed by the laws of England where your principal address is located in England, Wales or Northern Ireland and by Scottish law where your principal address is in Scotland and is Dependent on the current laws in these countries at the time. The Customer is deemed to have agreed to this Agreement, when commencing use of any of The Calls Warehouse's services. As standard The Calls Warehouse apply additional barring for likes of Adult Premium, Premium Bar, Adult & Premium Text Bars, please contact us if you wish to discuss removing these restrictions.

Early Termination Fees

For customers on 12 & 24 month contracts. If you cancel any services once they have transferred to The Calls Warehouse, Early Termination Fees may apply. The termination fee will be calculated based on the standard fixed monthly charge agreed to, and the months remaining on the fixed term contract. For example, if the standard fixed monthly charge is £18.00 per month with 10 months remaining on the contract, the termination fee will be £180.00. A £30 disconnection, cease or porting away fee is also applicable.

General

All charges will increase by 10% each February or by the Consumer Price Index rate published in January of that year + an additional 4% if it is greater. All sim card prices quoted online include vat.

New & existing customers will be required to pay 1 months price + vat of each sim value at the point of sale, which is applied as a credit on the first invoice.

You will be contacted at the end of each month to make payment of any services that are not included in your monthly subscription.

All usage is subject to our general terms and conditions.

For customers who require a change of tariff within their existing contract period, please refer to the tariff guide at the time of connection for tariff options and pricing. A charge of £30 applies to tariff changes, exceptions may apply.

Promotional Offers

We reserve the right to remove any promotional offers at any time. All promotional offers and competitions are subject to their own terms and conditions.

Mobile Misuse

Our mobile carriers O2 & Vodafone reserves the right to suspend or terminate connections where it identifies usage which it believes is:

- Outside normal commercial practice, made via automated means e.g. SIM Gateway, damages or impairs our network or fraudulent, abusive, illegal or a nuisance.

All of these activities would fall outside of the Fair Usage policy, and such will not be supported by the Mobile Bill Limit Regulation (mobile spend cap). Please see the Mobile Bill Limits and Spend Caps documentation on our website for further information.

• Additional O2 Terms

- The O2 tariffs are available for any new and re-signing customers (includes ports and migrations)
- For customers who require a change of tariff within their existing contract period, please refer to the tariff guide at the time of connection for tariff options and pricing.
- Inclusive minutes can be used to call UK landlines starting 01, 02 and 03, and UK mobiles starting 07, subject to fair usage of 10,000
- Calls within EU and to UK Landline 01,02,03 numbers as well as on network and cross network mobiles come out of the tariff minute allowance
- Texts with EU and to UK mobiles both on-net and cross network come out of the tariff text allowance

Global Roamer

- All tariffs are opted into Global Roamer by default
- When utilising Global Roamer you can call back to the UK and call within the same country as you are currently in without incurring out of bundle charges. This covers data usage, SMS and calls in-country and / or back to the UK
- If customers use their mobile in the Europe Zone for more than 50% of the time in any 3-month rolling period, they will receive a notification requesting more moderate use of our roaming services
- If customers usage in the Europe Zone continues to exceed 50% as described above, over the 2-week period following the first notification, customers will either be charged for use or be barred from using our roaming service
- For unlimited tariffs with a monthly data allowance greater than 35GB, Global Roamer data usage is capped at 35GB per month. Data usage above the 35GB threshold is chargeable at £3.29 Ex VAT per 1GB until their monthly allowance renews.

Fair Usage Policy - Unlimited Data - UK usage

- If a number regularly uses 650GB of data per month or tethers 12 or more devices, we may consider this to be non-permitted use and have the right to move the number to a more suitable plan and/or charge for the excess data usage

Additional Vodafone Terms

- The Vodafone tariffs are available for any new and re-signing customers (includes ports and migrations) unless otherwise stated.
- For customers who require a tariff change within their existing contract period, please refer to the tariff guide at the time of connection for tariff options and pricing
- Inclusive minutes can be used to call UK landlines starting 01, 02 and 03, and standard UK mobiles starting 07
- Inclusive minutes do not include calls to Jersey, Guernsey and Isle of Man, are chargeable
- Inclusive texts can be used to send a text in the UK to a UK mobile. Inclusive data is 4G in the UK (5G where enabled) and can be used in the UK
- Calls made through voicemail using the caller return feature are not included in the customer's allowance
- WiFi Calling is available at no extra charge
- Unlimited Data fair usage policy: Usage must not exceed 500GB per month twice or more in a 6-month period
- UK Out of Bundle data is charged at £12.77 per GB
- Roaming Out of Bundle Data will be charged at £3.00 per MB for the first 5MB, £15 per 5MB therefore

Fair Use Policy

- Inclusive roaming services in Europe Zone are intended for use during periodic travel and not for customers roaming across foreign networks on a semi-permanent or permanent basis
- If customers use their mobile in the Europe Zone for more than 50% of the time in any 3-month rolling period, they will receive a notification requesting more moderate use of our roaming services
- If customers' usage in the Europe Zone continues to exceed 50% as described above, over the 2-week period following the first notification, customers will either be charged for use or be barred from using our roaming services
- Unlimited tariffs will be monitored for fair usage policy, 650GB will apply to domestic data traffic. Customers will not be charged for any UK data coverage and won't be data throttled on Unlimited Plans. However, customers who regularly exceed 650GB of domestic usage or regularly tether to more than 12 devices in line with our fair usage policy will be investigated. This will help us protect the experience for all our customers.
- For plans with Unlimited data, Data Roaming in the Europe Zones and the Business Traveller zones will be capped at 25GB per month. Once customers reach this, they can still use data in our Europe Zone.

Dispute Resolution & Contact Information

In the event of a dispute between The Calls Warehouse and the Customer, the Customer in the first instance should contact The Calls Warehouse directly. Full company details are shown below. In the unlikely event that a complaint cannot be settled locally, our Code of Practice (available on our website) contains an easily accessible dispute resolution scheme for the purpose of bringing such a complaint to a satisfactory conclusion.

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Manchester

M50 3SG

accountmanagers@thecallswarehouse.com