

## Informed Business Solutions Limited Conferencing Service Standard Terms and Conditions of Supply of Service

### 1. Definitions

In these terms and conditions, these words shall mean:

- "Act" – the Telecommunications Act 1984 as amended or modified from time to time;  
"Agreement" – the record of what You and We have agreed including these terms and conditions and the Price List;  
"Call Charges" – the charges for calls made on Our equipment and logged by Us and only by Us calculated in accordance with the relevant Price List in force from time to time;  
"Charges" – any sums owed by You to Us under this Agreement;  
"Conference Charge" – the charge for the time spent by each party to a conference call hosted by You calculated in accordance with the relevant Price List in force from time to time;  
"Consequential Loss" – pure economic loss, loss of profit, loss of business, contracts, goodwill and like loss, whether direct or indirect;  
"Network" – any telecommunications network which We may use in order to provide You with the Service;  
"the Licence" – the Licence granted to Our Conferencing Provider under the Act which allows Us to provide the Service;  
"Price List" – Our list of charges applicable from time to time and which is available on request;  
"Service" - the services which We agree to provide You under this Agreement and which are described in Our service literature as amended from time to time;  
"We" "Us" "Our" – Informed Business Solutions Ltd, 2 St Georges Business Park, Kirkham, Preston PR4 2EF  
"You" "Your" - the person, firm or company who We have accepted as a registered user of the Service and any other person who We believe is acting with its authority;

### 2. Provision of the Service

In order to become a registered user of the Service potential customers are required to complete our registration form. Once We have verified the information supplied on the form, We will decide, in our sole discretion, whether to accept the registration and will inform the potential customer of our decision.

We agree to provide You with the Service on the terms and conditions of this Agreement which sets out the entire contract between You and Us.

We cannot guarantee that the Service will be available on any particular date and You accept that We shall not be liable to You for any failure to provide You with the Service on any particular date. We will use Our reasonable endeavours to provide You with the quality and coverage of Service that We are able to provide to Our customers generally.

When you notify Us of a fault in the Service We will endeavour to make arrangements to correct that fault. However, You understand that no Service can be fault free all of the time and, as the Service may be affected by circumstances outside of Our control such as faults in the Network or other telecommunications networks, no guarantee is given of uninterrupted or error free access to or operation of the Service.

We may have to temporarily suspend all or part of the Service for operational reasons or in the event of an emergency. We will try to give You notice of any such suspension.

For operational reasons, we may vary the technical specification of the Service or refuse to supply the Service.

On acceptance as a registered user of the Service, You will be issued with a unique Conference Host AccessCode. Your Host AccessCode is personal to You and you understand that the use of it initiates charging for the service.

We may refuse to connect You to the Service if any of the information You have provided to Us is inaccurate or misleading.

### 3. Use of the Service

You must not use the Service:

- § for sending any messages or communications which are immoral, indecent, offensive, obscene, defamatory, menacing or for any malicious purpose;
- § fraudulently, or for any illegal or unlawful purpose;
- § to harass, annoy, inconvenience or cause needless anxiety to any person and You must not encourage, request or permit anyone else to use the Service in this way.

You must use the Service in accordance with all reasonable instructions We may give You from time to time; the relevant provisions of the Act, any other relevant law, code of practice or regulation;

You shall not acquire any rights in relation to any telephone number(s) or any other code or number allocated by Us in connection with the Service.

You agree to indemnify Us against all costs (including the costs of enforcement) expenses, liabilities (including any tax liability), injuries, losses, damages claims, demands or legal costs (on a full indemnity basis) and judgements which We suffer or incur from or in any way connected with Your use of the Service in breach of this Agreement or Your misuse of the Service.

You acknowledge that We may co-operate with the police and any other relevant authorities in connection with any misuse or suspected misuse of the Service or other telecommunications services and that as a result, where this is reasonably necessary, We may divulge Your name, address and account information to such third parties.

#### 4. The Charges

In consideration of the provision of the Service, You will pay Us, in addition to any other charges due under this Agreement:

- § the Conference Charge;
- § Additional Feature Charges; and
- § Call Charges.

All charges are exclusive of VAT for which You will be additionally liable.

We may change any charges any time without notice to You. Details of our charges are shown on the Price Lists which are available from Us upon request.

#### 5. Billing

We will issue You a bill each month. You agree to pay Us all Charges due within 15 days of the date of Our bill, by direct debit or by an alternative method agreed by Us. Time shall be of the essence in respect of payment of Charges due. Each time Your payment is late, cancelled or dishonoured without a valid reason, We will charge You the prevailing charge (excluding VAT) for Our administration costs. You agree to be responsible for all reasonable costs and expenses incurred by Us, including but not limited to, Our debt collection agents and solicitors fees in attempting to obtain payment from You. If You fail to pay any Charges by the due date without valid reason We may charge You interest at the rate of 3% above Lloyds Bank PLC base rate from the due date until the date We receive Your payment.

If You want to challenge an item on Your bill, You must do this within 6 months of the date of the bill.

You agree to tell Us promptly of any change in Your name, address, email address or bank details.

Any Charges payable by You under this Agreement shall be paid in full without any deduction or set-off whatsoever.

#### 6. Non Payment

If You fail to pay any Charges by the due date We may temporarily suspend Your use of the Service without warning. We will restore full use of the Service when You pay all Charges including any additional administration charge for late/ non-payment.

If Your failure to pay continues beyond 30 days from the due date for payment, We may completely disconnect You from the Service. Reconnection will be at Our discretion and will only be considered when You have paid all Charges including any administration charges.

#### 7. Termination

We can end this Agreement immediately if any of the following happens:

You are in breach of this Agreement and the breach is incapable of remedy;

You are in breach of this Agreement and, such breach being capable of remedy; do not remedy the breach within 14 days of Our notice requiring You to do so;

You (being a company) satisfy the test of insolvency and are unable to pay Your debts as set out in section 123 of the Insolvency Act 1986;

You (being an individual, person or firm) satisfy the test of insolvency and are unable to pay Your debts as set out in sections 267 and 268 of the Insolvency Act 1986;

You cease or threaten to cease to trade;

We are required to end this Agreement by a competent regulatory authority or the Licence expires or is terminated.

On termination of this Agreement for any reason You will pay Us all outstanding Charges due under this Agreement;

#### 8. Suspension

We can suspend provision of the Service immediately if any of the following happens:

We are entitled to end this Agreement for any reason;

We have reasonable grounds to believe that any Charges payable under this Agreement by You may not be paid;

You do not pay Us any money which is due to Us;

We have reasonable grounds to suspect You are using the Service fraudulently.

While the Service is suspended You will still have to pay all Charges due and any other reasonable costs and expenses which We may incur as a result of such suspension and any subsequent reconnection of Service.

#### 9. USE OF INFORMATION

a. Information You provide or We hold about You may be used to:

- § identify You when You make telephone enquiries;
- § help administer any accounts, services and products offered by the Us now or in the future;
- § help Us to detect fraud or loss; and
- § write to, or telephone, You with information about other services and products offered by Us and Our carefully selected partners in the provision of the Service

If you do not wish to receive this information then please notify Us. In order to tell You about discounts and offers which may be available, We will process information about Your use of the Service. We may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies.

**10. Limitation of Liability**

Our aggregate liability to You for any direct loss or damage caused by Our negligence or by Our breach of the terms of this Agreement is limited to £2000. We shall in no circumstances be liable to You for any Consequential Loss. Notwithstanding the foregoing, Our liability for death or personal injury caused by Our negligence is not limited. For the avoidance of doubt We shall not be liable for any charges You incur if You divert Your calls to another telecommunications operator/Conferencing Service provider during any period when the Service is not available.

**11. Force Majeure**

We will not be liable to You for any non-performance of Our obligations under this Agreement due to acts of God, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, strikes, lock-outs (whether including Our workforce or the workforce of any other party) and other industrial disputes, acts of government, highway authorities, telecommunications operators or other competent authorities or inability in obtaining supplies or services from third parties or due to any cause beyond Our reasonable control.

**12. Variation**

We can change this Agreement at any time upon service to You of no less than 7 days' notice if We are required to comply with new laws or rules or any change in the Licence or if there is any change in Our Service. No other variation to this Agreement shall be effective unless in writing and signed by You and Us.

**13. Waiver**

No failure by Us to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise prevent any further exercise of the same, or of some other right, power or remedy.

**15. Enforceability**

If any clause or part of this Agreement is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be deemed to not form part of this Agreement without affecting any other provision of this Agreement which shall remain in full force and effect.

**16. Assignment**

This Agreement may not be transferred to anyone else without Our agreement. We may transfer any of Our rights under the Agreement to any third party.

**17. Notices**

Any notices which may be given by either You or Us under this Agreement must be in writing and shall be deemed to have been duly given if addressed to the party to which it is to be given and if left at or delivered by mail or facsimile as appropriate to the address or facsimile number supplied by that party from time to time.

**18. Third Parties**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**19. Applicable Law**

This Agreement is governed by English law and any disputes will be settled in the English courts.