

## 1. Definitions

1.1 These words will have the following meanings in this Agreement:-

**"Agreement"**: these Terms and Conditions, the Application Form and Price List

**"Application Form"**: the form completed by you and submitted to us requesting the Service;

**"Consumer"**: any natural person who is acting for purposes which are outside his/her business;

**"Minimum Period"**: a period of 90 days following the date on which we confirm that you have access to the Service;

**"Price List"**: our schedule stipulating certain usage charges a copy of which is available at [www.fractaltelecom.com](http://www.fractaltelecom.com) or by calling Customer Services on 0116 208 0430, as varied by us from time to time and notified to you in accordance with clause 10.1.2;

**"Service"**: the telecommunications service providing you with the facility (whether by the use of a prefix number or a carrier pre-selection system) for making and receiving telephone calls, including the ability to send and receive data using a computer, and any other facilities which we agree to provide to you as set out in this Agreement;

**"we", "us" and "our"**: Fractal Telecom Services Ltd; and

**"you" and "your"**: the customer.

## 2. This Agreement

2.1 The Agreement between you and us will become legally binding when we have notified you of our acceptance of your Application Form. We reserve the right to reject your Application Form.

2.2 If we accept your Application Form we will endeavour to provide the Service to you as soon as possible after notifying you of this acceptance.

## 3. Your Right to Cancel this Agreement

3.1 Before you start to use the Service if you are a Consumer you may change your mind about requesting the Service without incurring any charges only during the period set out in clause 3.2 below.

3.2 If you wish to cancel this Agreement you must notify Customer Services in writing at 108 New Walk, Leicester, LE1 7EA and [support@fractaltelecom.com](mailto:support@fractaltelecom.com) before the end of 7 working days from the date you receive our acceptance of your Application Form. Please call our Customer Services on 0116 208 0430 to confirm that you have sent us such written notification. If you have started to use the Service this right to cancel will no longer apply. If you are not purchasing the Service as a Consumer you will not have this right to cancel.

#### **4. Minimum Period**

4.1 Due to the charges incurred by us when providing the Service to you, you agree to remain a customer for the Minimum Period.

4.2 If you wish to cancel this Agreement during the Minimum Period we may charge you a cancellation charge (see Price List). We reserve the right to charge an installation charge for certain types of customer (see our Price List). If you have paid an installation charge you will not be required to pay a cancellation charge.

#### **5. Providing the Service : Our Obligations**

5.1 We promise to provide the Service to you using reasonable care and skill.

5.2 If for any reason the Service is interrupted at any time we will attempt to restore the Service as quickly as we can.

5.3 The Service is provided to you on the understanding that:-

5.3.1 it can only carry calls over BT telephone lines which are connected to an exchange with which it is possible to interconnect our Service;

5.3.2 if you have purchased the Service as a Consumer you will use it only for home use and not for business use;

5.3.3 if you have purchased the Service as a Consumer you are the BT account holder for the telephone number for which you are asking us to provide the Service (or if purchasing on behalf of your business then your business is the BT account holder);

5.3.4 you are at least 18 years old;

5.3.5 if you have purchased the Service as a Consumer you are a UK resident (or if purchasing on behalf of your business then your business is trading from an address within the UK);

5.3.6 you have provided us with true and accurate details on the Application Form;

5.3.7 if you have purchased the Service as a Consumer you have a UK bank or building society account (or if purchasing on behalf of your business then your business has a UK bank or building society account); and

5.3.8 you have the right and ability to enter into this Agreement.

#### **6. Using the Service : Your Obligations**

6.1 You agree to follow any reasonable instructions that we may give you about using the Service.

6.2 You agree to use your reasonable efforts to make sure that the Service is not used:-

6.2.1 to make offensive, indecent, menacing, nuisance or hoax calls; or

6.2.2 fraudulently or in connection with a criminal offence.

6.3 We take the kind of misuse referred to in clause 6.2 very seriously. If we reasonably believe it has happened, we may take action to immediately suspend the Service or end this Agreement, without telling you first, even if you were not aware of the misuse.

## **7. Payment**

7.1 The charges for the Service are set out in our Price List and these may be updated from time to time.

7.2 After the Service has been made available to you we will start sending you bills on a regular monthly basis. This may result in your first bill covering a period of less than a month.

7.3 You are responsible for all charges for the Service (whether you used it or someone else has made calls using it).

7.4 We reserve the right to send you a bill more or less frequently if the charges owed by you are considerably higher than your normal or expected call charges or if your charges are smaller than average monthly call charges. We will notify you 10 working days in advance of any change in the regularity with which we send you bills.

7.5 Your bill will show which charges you must pay upfront (in advance) and after the event (in arrears).

7.6 You agree to pay our charges for the Service by Direct Debit from your bank or building society account. If, for any reason, the charges cannot be debited from your account using this method, you must pay by another method.

7.7 If you use another method of payment rather than using Direct Debit all payments must be received within 30 days from the date of bill. We reserve the right to charge an administration fee (see Price List) if you do not pay using Direct Debit and/or to cover any costs we incur as a result of any payment being received after the due date.

7.8 If a bill is not paid by the due date we will charge you interest on overdue amounts at 3% above the Royal Bank of Scotland PLC base rate. The interest is calculated and accrues daily.

7.9 You understand that all your normal charges relating to the provision of telephony services such as line rental and equipment rental, service charges and calls and services that are not routed through the Service will be payable to BT or any other relevant service provider in addition to our charges for using the Service.

7.10 We may charge you an administration fee (see Price List) if you ask us to provide a duplicate itemised bill.

7.11 We may ask you to pay a deposit as security for paying your bills.

7.12 You can choose whether your bills are sent either to your home address or to your email address. Unless you request postal bills, we will send your bills to your email address as given to us on your Application Form.

## **8. Liability**

8.1 Nothing in this Agreement shall exclude or limit our liability for death or personal injury due to our negligence or any liability which is due to our fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

8.2 If you suffer any loss you must let us know as soon as possible by contacting Customer Services.

8.3 Our total liability to you in relation to the Service shall not be more than 250 Pounds UK in respect of each claim.

8.4 If you use the Service to access the internet we will not be responsible to you for any losses you suffer as a result of using the Service for internet usage.

8.5 We will not be liable for any failure to provide the Service due to matters beyond our reasonable control. Matters beyond our reasonable control shall include but not be limited to acts of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of Government, highways authorities, other telecommunications operators, the obstruction by a third party of line of sight between microwave installations, war, military operations, acts of terrorism or riot, difficulty, delay or failure in manufacture, production or supply by third parties of any relevant equipment.

8.6 We are not responsible to you for any loss or damage resulting from any act of negligence on our part, except where such negligence results in death or personal injury.

8.7 We are not responsible to you for any consequential losses and/or indirect losses.

8.8 We are responsible only for direct losses you suffer if the losses were a reasonably foreseeable consequence of us breaching this Agreement at the time it was entered into. We are not responsible to you for any loss of income, loss of business, loss of profits and/or opportunity.

8.9 We will also not be responsible for any faults, damage or maintenance or suspension to your telephone line or exchange. You must contact BT or any other relevant service provider to deal with problems on your telephone line or exchange.

## **9. The end of this Agreement**

9.1 After the expiry of the Minimum Period you may end this Agreement at any time by giving seven days' notice in writing to

Customer Services  
Fractal Telecom Services Ltd  
108 New Walk

Leicester  
LE1 7EA

9.2 We can end this Agreement at any time by giving you one month's notice in writing.

9.3 If this Agreement ends you must pay everything you owe us.

9.4 Other than if the Service is being mis-used as described in clause 6.2 above, if you are breaching this Agreement in any way we will give you 7 days to put matters right. If you do not do so, we may suspend the Service or end this and other Agreement(s). If we suspend the Service, we will tell you what actions need to be done before we reinstate the Service and may charge you a reconnection charge (see Price List).

## **10. Changes to the Agreement**

10.1 Sometimes we will need to change our charges and the terms and conditions of this Agreement. In addition to publishing details of any such changes on our website we will also notify you in writing as follows:-

10.1.1 a change to the terms and conditions will be notified to you at least one month before it takes effect; and

10.1.2 a price increase will be notified to you at least one month before it takes effect.

10.2 For changes we need to make to meet legal and regulatory requirements, we may be unable to meet these timescales. We will let you know about these changes just as soon as we can.

10.3 If we have made a change to the terms and conditions of this Agreement which is to your significant disadvantage, you will not have to pay an administrative charge if you decide to end this Agreement early. You will still have to pay any charges incurred prior to the end of this Agreement.

10.4 In addition to your rights in clause 10.3 above, you may also choose to end the Agreement without paying a charge, whether during the Minimum Period or not, if you have been affected by a price increase that is greater (when calculated as a percentage) than the increase in the Retail Prices Index (also calculated as a percentage) for the 12 months preceding the month in which such price increase takes effect. We will notify you if the price increase is greater than an increase in the RPI and you must notify us of your wish to end the Agreement before the price increase takes effect.

## **11. General Issues**

11.1 We may take instructions from a person who we think, with good reason, is acting with your permission.

11.2 You may not transfer any of your rights and responsibilities under this Agreement to anyone else or to try to do so. We may transfer any of our rights and responsibilities without your permission.

11.3 When we need to contact you, we will use the contact details you have given us on your Application Form. Please notify us as soon as possible of any changes to your contact details or any of the other information you provided to us on your Application Form. If you need to write to us, please contact

Customer Services  
Fractal Telecom Services Ltd  
108, New Walk  
Leicester  
LE1 7EA

11.4 Any failure by us to enforce any right shall not be deemed to be a waiver of such right.

11.5 Any notice under this Agreement shall be sufficiently given by either of us if sent by a letter by first class post addressed to the other party and shall, save in respect of a notice under clause 3.2, be deemed to have been served after the expiry of 48 hours after the date it was posted. A notice sent by you under clause 3.2 shall be effective from the date of posting.

## **12. Resolving disputes**

12.1 In the event that you have a complaint relating to any service provided by Fractal Telecom Services Limited please contact in the first instance:

Customer Relations Manager  
Fractal Telecom Services Ltd  
108 New Walk  
Leicester  
LE1 7EA

12.2 If your complaint is not resolved through this route you have the right to contact OFCOM at:

Ofcom Contact Centre  
Riverside House  
2a Southwark Bridge Road  
London  
SE1 9HA

Or alternatively you can visit the website at [www.ofcom.org.uk](http://www.ofcom.org.uk) to lodge your complaint.

12.3 English Law applies to this Agreement between you and us and any disputes about it will be decided exclusively in the English Courts.

## **13. Data Protection**

13.1 We will use the personal information that you have provided to us in order to provide you with the Service and carry out the necessary administration of the Service. We keep this information securely on our computers and may also use it in order to contact you about other offers and services that may be of interest to you. We may also use this data for assessments of our business performance, statistical analysis, carrying out market research and as an asset

of our business. We may provide you with information by post, telephone, fax or email, unless you tell us you prefer not to receive direct marketing.

Ref FTS/TACS/BUS/0504