

NETWORK SERVICE AGREEMENT TERMS & CONDITIONS

1. INTERPRETATION
 - 1.1. In these Conditions:
The Act: Refers to the Telecommunications Act 1984
Contract: is the contract for the supply of the Service
Customer: is the person cited in the Network Service Agreement for whom the Supplier has agreed to provide the Service in line with these Terms.
Equipment: is the equipment detailed in the Network Service Agreement
Input Material: this includes any documents and other materials and all required data and all other information provided by the Customer in relation to the service.
Network Service Agreement: refers to the Network Service Agreement described overleaf.
Supplier: Modulation Telecom Limited, traded as Modutel, a Limited company incorporated and registered in England and Wales with company number 11872942 whose registered office is at 24 Cowper Road, Southampton, SO19 6GN.
Service: this is the telecommunications service detailed as outlined in the Network Service Agreement to be supplied to the Customer's telephone lines by the Seller.
References to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time.
Headings do not affect interpretation and are provided for convenience only.
 - 1.2.
 - 1.3.
2. SUPPLY OF THE SERVICE
 - 2.1. The Service and Equipment shall be supplied by the Supplier to the Customer subject to these Terms.
 - 2.2. Variations to these terms will only be binding when agreed in writing by the Supplier.
 - 2.3. It is the Customer, who at its own expense will supply the Supplier with all necessary documents and other materials as well as all necessary data and other information connected to the Service and the Equipment within sufficient time to enable the Supplier to make available the Service and the Equipment in line with the contract. The Customer has the responsibility to ensure all Input Material is accurate.
 - 2.4. Duplicate copies of all Input Material will be retained by the Customer at its own expense in order to insure against accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.
 - 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
 - 2.6. Where the service has been superseded with a similar or improved product, the Supplier reserves the right to alter the specifications of the Service and/or the Equipment after acceptance by the Customer.
 - 2.7. The Supplier reserves the right to change the specification of the Service and/or the Equipment so that the Service conforms to any applicable safety or other statutory requirements.
3. PRICE OF THE SERVICE
 - 3.1. The price of the Service shall be the relevant price at the time the Service is in use as determined by the tariff stated in the Network Service Agreement.
 - 3.2. Any applicable value added tax, import or export duties or other taxes or duties are payable by the Customer in addition. The Supplier shall be entitled to vary the tariff stated in the Network Service Agreement from time to time by giving not less than three months written notice to the Customer.
4. TERMS OF PAYMENT
 - 4.1. In terms of payment, the Customer will be invoiced by the Supplier for outstanding monies on a monthly basis.
 - 4.2. Outstanding sums are payable in full in line with the date detailed on the invoice. Payments must be made by Direct Debit.
 - 4.3. The Supplier has the discretion to submit invoices to the Customer via email.
 - 4.4. Where payment is outstanding on the due date the Supplier may:
4.4.1. stop providing the Service;
4.4.2. demand immediate payment of all outstanding sums due.
 - 4.5. Where the Customer requests that the Supplier change the network telecommunications supplier used in connection with the Service, the Supplier shall be reimbursed by the Customer for all and any reasonable charges, expenses or other costs incurred by the company in this respect.
5. CUSTOMERS OBLIGATIONS
 - 5.1. In this agreement, it is accepted by the Customer that the Customer will:
5.1.1. allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points;
5.1.2. use the Service and the Equipment in accordance with instructions given by the Supplier;
5.1.3. ensure that only attachments approved for connection under the Telecommunications Act 1984 be connected with the Service;
5.1.4. not to use the Service or the Equipment in a manner which constitutes a violation or infringement of the rights of any other party;
5.1.5. indemnify and keep indemnified the Supplier in full against all loss, liabilities, damages, claims, charges, losses and expenses incurred by the Supplier as a result of any breach of the Customer's obligations under the Contract.
6. WARRANTIES AND LIABILITIES
 - 6.1. The service provided by the Supplier is not warranted to be fault free.
 - 6.2. Subject as expressly provided in these Terms, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all other warranties, terms or conditions implied by statute or common law arising out of or in connection with the supply of the Equipment or resale of the Equipment by the Customer are excluded to the fullest extent permitted by law. The Supplier's prices are determined on this basis.
 - 6.3. The Supplier shall have no liability whatsoever if any sum owing by the Customer to the supplier has not been paid.
 - 6.4. Save as otherwise expressly provided in these Conditions, the following provisions set out the Supplier's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of:
6.4.1. any breach of the Supplier's contractual obligations arising under the Contract;
6.4.2. any representation (other than fraudulent misrepresentation) statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
 - 6.5. Any act or omission on the part of the Supplier or its employees, agents or sub-contractors falling within clause 6.4 above is described as an "Event of Default".
 - 6.6. That part of the Supplier's liability to the Customer for death or injury resulting from the Supplier's negligence, or the negligence of the Supplier's employees, agents' or sub-contractors that the law does not permit the Supplier to exclude shall be unlimited.
 - 6.7. To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the price paid by the Customer for the Service and Equipment over the three-month period preceding the Event of Default.
 - 6.8. Subject to condition 6.5 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special, indirect or consequential loss (including loss of or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.
 - 6.9. The Supplier shall not be liable to the Customer, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of the Seller's obligations, if the delay or failure was due to any cause beyond the Seller's reasonable control (including (without limitation) flood, fire, war or threat of war, sabotage, civil disturbance or governmental action, import or export regulations or embargoes).
 - 6.10. The Customer shall fully indemnify the Supplier in respect of loss or damage to the Supplier's property or costs of any of the Supplier's employees caused by the negligence or willful misconduct of the Customer.
 - 6.11. The Customer agrees that it shall be solely liable for and, if so required, indemnify the Company for any death of or occasioned by any interference with and/or usurpation of and/or unauthorised access to the calls (whether incoming or outgoing) provided by the Telephone Call Service by any third party whether such interference or usurpation is a part of a fraud, attempted fraud or any course of action with fraudulent intent or otherwise. The Customer further agrees that it will pay any sum demanded in writing by the Company under this clause 6.11 forthwith to the Company.
7. TERMINATION BY THE SELLER
 - 7.1. The Supplier, by giving written notice to the Customer, may terminate this Contract with immediate effect if the Customer breaches any term of the Contract and fails to rectify the breach within 14 days of being sent written notice by the Supplier requesting rectification.
 - 7.2. The Supplier may terminate this Contract at any time by giving not less than 28 days prior written notice to the Customer.
8. TERMINATION BY THE CUSTOMER
 - 8.1. To terminate this Contract, the Customer must provide the supplier with not less than 1-month prior written notice.
Termination of this Agreement by the Customer will lead to charges equating to an average of 3 months revenue multiplied by the number of months remaining within the contract Term. Where this cancellation notification is not forthcoming, the cancellation fee will be equal to an average 3 months billing over the remaining contract term.
This is not the case if the Customer does so because Modutel increases its charges, or changes the Conditions in either case to the Customer's significant disadvantage.
 - 8.2. This Network Agreement shall automatically roll into a 1-month rolling contract after the end of the agreement term unless the customer serves notice to terminate this Network Agreement, such notice to be served 15-1 month before the end of the agreement term. Notice is to be given to the Supplier for the attention of the (Managing Director) at the Address specified overleaf; and sent by recorded delivery or email.
 - 8.3. The customer is aware that upon signing this contract, Modutel will process the transfer for the calls immediately, however the customer can cancel this if within their 14-day cooling off period. Should the customer wish to cancel the contract within the cooling off period, notice is to be given to the Supplier for the attention of the (Managing Director) at the Address specified overleaf; and sent by recorded delivery or email.
 - 8.4. The customer is aware that once the transfer is complete, the contract term agreed overleaf now forms a legally binding contract between the customer and the supplier. The customer may terminate this contract any time after completion but will be subject to the early termination charge 'clause' 8.1.
 - 8.5. The customer is aware that once the transfer is complete, the contract term agreed overleaf now forms a legally binding contract between the customer and the supplier. The customer may terminate this contract any time after completion but will be subject to the early termination charge 'clause' 8.1.
9. GENERAL
 - 9.1. Rights and obligations under the Contract may be assigned by the Supplier. The Customer may not assign its rights and obligations under the Contract.
 - 9.2. Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice. This can also be served by email.
 - 9.3. No delay or failure by the Supplier in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected. These Terms and the Agreement overleaf constitute the entire agreement between the Supplier and the Customer concerning the supply of the Equipment and provision of the Service and replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation).
 - 9.6. The Supplier's rights are cumulative and in addition to any rights available to it at common law.
 - 9.7. The Contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit GoCardless or Modulation Telecom will notify you 3 working days in advance being debited or as otherwise agreed. If you request GoCardless to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by GoCardless or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when GoCardless or Modulation Telecom asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required.



NETWORK LINE RENTAL AGREEMENT TERMS & CONDITIONS

1. INTERPRETATION
 - 1.1. In these Conditions:
The Act: Refers to the Telecommunications Act 1984
Contract: is the contract for the supply of the Service
Customer: is the person cited in the Network Service Agreement for whom the Supplier has agreed to provide the Service in line with these Terms.
Equipment: is the equipment detailed in the Network Service Agreement
Input Material: this includes any documents and other materials and all required data and all other information provided by the Customer in relation to the service.
Network Service Agreement: refers to the Network Service Agreement described overleaf.
Supplier: Modulation Telecom Limited, traded as Modutel, a Limited company incorporated and registered in England and Wales with company number 11872942 whose registered office is at 24 Cowper Road, Southampton, SO19 6GN.
Service: this is the telecommunications service detailed as outlined in the Network Service Agreement to be supplied to the Customer's telephone lines by the Seller.
References to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time.
Headings do not affect interpretation and are provided for convenience only.
 - 1.2.
 - 1.3.
2. PROVIDING THE SERVICE
 - 2.1. The Service will be provided by Modutel by the date agreed with the Customer.
 - 2.2. Occasionally, for operational reasons, BT may have to change the codes or the numbers given to the Customer, or interrupt the Service. BT will restore the interrupted Service as quickly as possible.
 - 2.3. The Customer accepts that occasionally BT will provide instructions regarding the Service. The Customer must follow these instructions.
3. PHONE BOOK AND DIRECTORY ENTRIES
 - 3.1. Within the Service, a telephone number is provided. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from BT's Directory Enquiries Service unless the Customer requests otherwise.
 - 3.2. BT may agree a special entry in the BT Phone Books at an additional charge.
 - 3.3. The Customer does not own any number nor has any right to sell or to agree to transfer any number provided to it by Modutel and BT.
4. MANAGING THE SERVICE
 - 4.1. Where a fault is reported by the customer in the Service, Modutel will respond in line with the level of repair service the Customer has chosen.
 - 4.2. If Modutel or BT agrees to work outside the hours covered by the repair the Customer has chosen, the Customer must pay Modutel's additional charges for doing so.
 - 4.3. If the Customer reports a fault and Modutel finds that there is none, or that the Customer has caused the fault, Modutel may charge the Customer for any work undertaken to discern the reported fault.
5. MONITORING CALLS
 - 5.1. Calls relating to customer services and telemarketing may be monitored and recorded by Modutel. This is done for training purposes and to improve the quality of its customer services.
6. ACCESS TO AND PREPARING THE PREMISES
 - 6.1. The Customer agrees to prepare its Premises according to any instructions either Modutel or BT may give.
 - 6.2. When BT's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.
 - 6.3. If Modutel or BT need to cross other people's land, or put BT equipment on their property, (for example a neighbour or landlord), the Customer agrees to obtain their permission.
 - 6.4. The Customer agrees to provide, at its expense, a suitable place and conditions for BT Equipment and where required a continuous mains electricity supply and connection points.
 - 6.5. The Customer agrees to look after any BT Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT or anyone acting on BT's behalf.
7. CUSTOMER EQUIPMENT
 - 7.1. Where the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must get BT's permission.
Any Customer Equipment must be:
(a) technically compatible with the Service and not harm BT's network or another customer's equipment;
(b) connected and used in line with any relevant instructions, standards or laws.
 - 7.2.
 - 7.3. If the customer would like Modutel to connect any equipment purchased outside of the Modutel contractual agreement, then Modutel may, at its discretion, issue an additional charge.
8. MISUSING THE SERVICE
 - 8.1. It is absolutely prohibited for anyone to use the Service:
(a) fraudulently or in connection with a criminal offence; or
(b) to make offensive, indecent, menacing, nuisance or hoax Calls.
The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Modutel can take if this happens is explained in clause 11. If a claim is made against Modutel because the Service is misused in this way, the Customer must reimburse Modutel in respect of any sums Modutel is obliged to pay.
9. CHARGES AND DEPOSITS
 - 9.1. All charges for the Service as shown on the front of this Agreement, (or as otherwise agreed), and calculated using the details recorded by Modutel, are to be paid by the Customer as agreed.
 - 9.2. Unless clause 9.4 applies, rental charges will normally be invoiced quarterly in advance, and call charges will normally be invoiced monthly in arrears.
 - 9.3. Modutel will send its first invoice shortly after providing the Service, and then at regular intervals, usually every three months. Sometimes Modutel may send the Customer an invoice at a different time.
 - 9.4. If the Customer orders a temporary Service, Modutel may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
 - 9.5. Modutel will send invoices for the Services provided to the physical address or email address as requested by the Customer.
 - 9.6. The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of Modutel's invoice.
10. CANCELLING OR TERMINATING THIS CONTRACT
 - 10.1. The customer is aware that upon signing this contract, Modutel will process the transfer for the lines immediately, however the customer can cancel this if within their 14-day cooling off period. Should the customer wish to cancel the contract within the cooling off period, notice is to be given to the Supplier for the attention of the (Managing Director) at the Address specified overleaf; and sent by recorded delivery or email.
 - 10.2. The customer is aware that once the transfer is complete, the contract term agreed overleaf now forms a legally binding contract between the customer and the supplier. The customer may terminate this contract any time after completion but will be subject to the early termination charge 'clause' 10.4.
 - 10.3. This Contract can be ended by:
(a) The Customer upon 28 days written notice to Modutel further to the Minimum Term expiring or
(b) Modutel on 28 days written notice to the Customer.
 - 10.4. To terminate this Contract, the Customer must provide the supplier with not less than 1-month prior written notice. Termination of this Agreement during the Contract Term will lead to charges equating to an average of 3 months revenue multiplied by the number of months remaining within the contract Term. Where this cancellation notification is not forthcoming, the cancellation fee will be equal to an average 3 months billing over the remaining contract term.
This is not the case if the Customer does so because Modutel increases its charges, or changes the Conditions in either case to the Customer's significant disadvantage.
 - 10.5. This Network Line Rental Agreement shall automatically roll into a 1-month rolling contract after the end of the agreement term unless the customer serves notice to terminate this Network Agreement, such notice to be served 15-1 month before the end of the agreement term. Notice is to be given to the Supplier for the attention of the (Managing Director) at the Address specified overleaf; and sent by recorded delivery or email.
 - 10.6.
11. IF THE CUSTOMER BREAKS THIS CONTRACT
 - 11.1. Where one of the following applies, Modutel can suspend the Service or end this Contract (or both) at any time without notice:
(a) Modutel reasonably believes that the Service is being used in a way forbidden by clause 8.1. This applies even if the Customer does not know that the Service is being used in such a way;
(b) the Customer breaches this Contract or any other Agreement the Customer has with Modutel and fails to put right the breach within a reasonable time of being asked to do so
(c) bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a Court on time.
 - 11.2. If the Customer does not pay a bill, Modutel will generally not suspend the Service or end the Contract until 28 days after the payment was due (14 days if the Customer pays monthly). However, sometimes Modutel may take this action after only 7 days should it have been necessary to enforce this suspension/cancellation previously.
 - 11.3. If the Service is suspended, Modutel will tell the Customer what needs to be done before it can be re-instated. However the Customer must continue to pay rental charges whilst the Contract continues.
 - 11.4. If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.
12. MATTERS BEYOND MODUTEL'S REASONABLE CONTROL
 - 12.1. Sometimes Modutel may be unable to do what it has agreed because of something beyond its reasonable control.
 - 12.2. If this happens, Modutel is not liable to the Customer. However, Modutel will try to provide Call Diversion to the Customer.
13. RESOLVING DISPUTES
 - 13.1. Modutel will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Modutel website www.modutel.co.uk
14. CHANGES TO THIS CONTRACT
 - 14.1. Modutel can change the Conditions (including the charges) at any time.
 - 14.2. Modutel will publish details on line on the Modutel website www.modutel.co.uk giving at least 2 weeks' notice before the change is to take effect. If the customer is signed up for emails, then changes may be emailed to the customer.
15. THE SERVICE GUARANTEE
 - 15.1. Modutel's GUARANTEE
 - 15.1.1. Modutel undertakes to guarantee:
(a) to set into place a repair to a Service Failure in line with the repair service the Customer has chosen.
(b) to provide the Service by the date agreed with the Customer as described in paragraph 2.1; not to disconnect the Service by mistake;
(c) to keep any appointment BT makes with the Customer under this Contract.
 - 15.1.2. If BT is late in providing the Service or repairing a Service Failure, the Customer may choose:
Call Diversion - as described in paragraph 15.2. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent BT from offering this option.
 - 15.2. CALL DIVERSION
 - 15.2.1. Where call diversion is provided by Modutel, BT will divert the Customer's incoming calls to another fixed line or mobile number chosen by the Customer at the Customer's choice. Once BT has provided the Service or repaired a Service Failure, Modutel will cancel the Customer's Call Diversion.
 - 15.2.2. The number chosen must be a UK number (landline (01, 02) or mobile (07 (excluding 070 numbers)).
 - 15.2.3. If BT diverts the Customer's Calls to a mobile number, the person calling the Customer will not have to pay extra costs for making that Call.
 - 15.3. This guarantee does not apply if Modutel or BT are denied access to the premises.