

HBT Business Broadband Voice (VoIP) Terms & Conditions

1. Definitions

2. Providing the Service

3. Managing the Service

4. Monitoring Calls

5. Customer Equipment

6. Misusing the Service

7. Security

8. Charges and Deposits

9. Cancelling or Ending this Contract

10. If the Customer Breaks this Contract

11. Limits of Liability

12. Matters Beyond HBT's Reasonable Control

13. Resolving Disputes

14. Changes to this Contract

15. Transferring this Contract

16. Third Party Rights

17. Notices

18. Entire agreement



1. DEFINITIONS

In this Contract the following terms have the definitions shown next to them:

"Call" a signal, message or communication that is silent, spoken or visual.

"Conditions" these terms and conditions for HBT Communication's business service.

"Contract" these Conditions. This Contract begins on the date that HBT accepts the Customer's request for the Service.

"Customer" the person with whom HBT contracts to provide the Service.

"Customer Equipment" equipment that is not part of HBT's network (including the Broadband Voice Telephone Adapter and / or a Personal Computer) and which the Customer uses or plans to use with the Service.

"Customer Information" the information which the Customer provides to HBT when registering for the Service.

"Minimum Period" 12 Months

"Personal Computer" a personal computer with HBT supplied software, which allows the Customer to use the Service from a personal computer.

"Premises" the place in the United Kingdom at which HBT agrees to provide the Service.

"Primary Line" the Customer's primary Business PSTN line.

"Service" the facility to make or receive a Call (or both) using a suitably enabled broadband line in the United Kingdom.

"User ID" the identification number provided to the Customer by HBT for the purposes of security in the provision of the Service.

2. PROVIDING THE SERVICE

2.1 HBT will provide the Service at the Premises by the date agreed with the Customer. However, if the Customer later moves from the Premises and HBT is able to provide the Service at the Customer's new address, then the Customer's Contract with HBT will continue.



2.2 In order for HBT to provide the Service, the Customer will need:-

- (a) to provide HBT with the details of its Primary Line;
- (b) a suitably enabled Business Broadband connection

The Customer will need to install the Equipment, or alternatively, HBT will provide and install the equipment. The customer agrees to follow any reasonable instructions, including any installation or security instructions that HBT may give about the Service.

2.3 HBT aims to provide a continuous service to the Customer, but the Service may impair, or be impaired by, the uploading or downloading of data and / or the making or receiving of simultaneous Calls using the same broadband enabled connection, or by other circumstances beyond its reasonable control. The quality of the reception on the phone line may not match that of a normal landline and may vary depending on the internet traffic and customer usage.

2.4 Occasionally, for operational reasons, HBT may have to change the codes or the numbers given to the Customer, or interrupt the Service. HBT will restore the interrupted Service as quickly as possible.

2.5 The ability to make 999 or 112 emergency calls cannot be guaranteed. If the Customer uses the Service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the Primary Line, which may not be the location from which the call originated. Emergency calls may fail if there is a power failure or broadband connection failure. Wherever possible alternative arrangements should be made and a primary telephone line maintained.

2.6 The Service will not work in the event of a power failure or a broadband connection failure.

2.7 The Customer may only access the Service through the equipment/software provided and must not attempt to circumvent any security measures.

2.8 The Customer accepts that occasionally HBT will provide instructions regarding the Service. The Customer must follow these instructions.

2.9 HBT may take instructions from a person who it thinks, with good reason, is acting with the Customer's permission.

2.10 The Service includes a telephone number. The Customer does not own any number nor has any right to sell or to agree to transfer any number provided to it by HBT.



3. MANAGING THE SERVICE

HBT will use all reasonable Endeavours' to correct any reported fault as soon as reasonably practicable.

4. MONITORING CALLS

HBT monitors and records calls relating to customer services and telemarketing. HBT does this for training purposes and to improve the quality of its customer services.

5. CUSTOMER EQUIPMENT

5.1 If the Customer wishes to connect Customer Equipment to HBT's network, the Customer must get HBT's permission.

Any Customer Equipment must be:

- (a) technically compatible with the Service and not harm HBT's network or another customer's equipment; and
- (b) connected and used in line with any relevant instructions, standards or laws.

The Customer must ensure that any Personal Computer, data and other Customer Equipment used in connection with the Service is secure and protected from any risks (including viruses) that downloading any software may involve, by installing appropriate software.

6. MISUSING THE SERVICE

6.1 Nobody must use the Service:

- (a) to make offensive, indecent, menacing, nuisance or hoax Calls;
- (b) fraudulently or in connection with a criminal offence;
- (c) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (d) to cause annoyance, inconvenience or needless anxiety;
- (e) to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;



(f) in any way which in HBT's opinion is, or is likely to be, detrimental to the provision of the service to the Customer or any of HBT's other customers;

(g) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of HBT's acceptable use policies as may be amended from time to time, or

(h) in a way that does not comply with any instructions HBT has given to the Customer.

The Customer agrees to take all reasonable steps to make sure that this does not happen.

If a claim is made against HBT because the Service is misused in any way, the Customer must reimburse HBT in respect of any sums HBT is obliged to pay.

7. SECURITY

7.1 The Customer is responsible for the security and proper use of all User IDs and passwords and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

7.2 Customer must immediately inform HBT of any changes to the Customer Information.

7.3 If any Customer Equipment is lost, stolen or likely to be used in an unauthorised manner the Customer will be responsible for any charges incurred until the Customer has informed HBT.

8. CHARGES AND DEPOSITS

8.1 The Customer agrees to pay all charges for the Service and calculated using the details recorded by HBT.

(a) providing and maintaining a suitable LAN and internet protocol (IP) router capable of interfacing satisfactorily with the Service; and

(b) configuring the IP router;

(c) appointing a Customer Nominated Contact.

8.2 Rental charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears. Where possible the charges will appear on the Customer's next invoice but sometimes there may be a delay.

8.3 HBT will send its first invoice shortly after providing the Service, and then at regular intervals, usually every month. Sometimes HBT may send the Customer an invoice at a different time.



8.4 HBT will send invoices for the Service to the address requested by the Customer

8.5 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 HBT's invoice.

8.6 In some cases the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.

9. CANCELLING OR ENDING THIS CONTRACT

9.1 The Customer may cancel this Contract or any part of the Service at any time before HBT provides the Service. In this event the Customer must pay HBT for any work done or money spent in getting ready to provide the Service. HBT will take reasonable steps to limit the amount of its costs.

9.2 This Contract can be ended by:

- (a) the Customer on ninety (90) days written notice to HBT; or
- (b) HBT on one month's written notice to the Customer.

9.3 If this Contract ends during the Minimum Period the Customer must pay HBT the rental charges for the remainder of the Minimum Period. This is not the case if the Customer does so because HBT increases its charges, or changes the Conditions in either case to the Customer's significant disadvantage.

9.4 If this Contract ends, HBT will refund any money owed to the Customer, after first deducting any money the Customer owes to HBT under this Contract or any other agreement HBT has with the Customer.

10. IF THE CUSTOMER BREAKS THIS CONTRACT

10.1 HBT can suspend the Service or end this Contract (or both) at any time without notice if one of the following applies:

- (a) the Customer breaches this Contract or any other agreement the Customer has with HBT and fails to put right the breach within a reasonable time of being asked to do so;
- (b) HBT reasonably believes that the Service is being used in a way forbidden by paragraph 6.1. This applies even if the Customer does not know that the Service is being used in such a way;



(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, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.

10.2 If the Customer does not pay a bill, HBT will generally not suspend the Service or end this Contract until 21 days after the payment was due. However, sometimes HBT may take this action after only 7 days.

10.3 If the Service is suspended, HBT 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 this Contract continues.

10.4 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.

11. LIMITS OF LIABILITY

HBT cannot guarantee that the Service will never be faulty. HBT is not liable to the Customer for any loss of business, revenue, profit or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.

12. MATTERS BEYOND HBT'S REASONABLE CONTROL

12.1 Sometimes HBT may be unable to do what it has agreed because of something beyond its reasonable control.

12.2 If this happens, HBT is not liable to the Customer.

13. RESOLVING DISPUTES

HBT 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.

14. IF THE CUSTOMER BREAKS THIS CONTRACT

HBT can change the Conditions (including the charges) at any time.



15. TRANSFERRING THIS CONTRACT

The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

16. THIRD PARTY RIGHTS

The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

17. NOTICES

If the parties need to write to each other they must do so as follows:-

- (a) to HBT at the address shown on the bill or any address which HBT provides to the Customer;
- (b) to the Customer at the address to which the Customer asks HBT to send invoices, if the Customer is a limited company, its registered office.

18. ENTIRE AGREEMENT

18.1 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

18.2 The parties acknowledge and agree that:

- (a) the parties have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and
- (b) in connection with this Contract the only rights and remedies of the parties in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded.

18.3 Nothing contained in paragraphs 18.1 and 18.2 above shall affect the rights or remedies of the parties in respect of any fraudulent misrepresentation.

