



# **HBT Communications Business Broadband Voice (VoIP) Terms & Conditions 07/02/2012**

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 Communications 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 Communications business service.

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

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

"Customer Equipment" equipment that is not part of HBT Communications 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 Communications when registering for the Service.

"Minimum Period" means:  
the Minimum Period and 90 days thereafter; OR  
the fixed period of the Contract as specified in the Order Form.

"Minimum Period" means the Initial Minimum Period and any Subsequent Minimum Period as set out in this Contract that the Customer has agreed to receive and pay for the Services.

"Subsequent Minimum Period" means a period, commencing immediately upon expiry of the previous Initial Minimum Period or Subsequent Minimum Period being of equal duration to the Initial Minimum Period.

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

"Premises" the place in the United Kingdom at which HBT Communications 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 Communications for the purposes of security in the provision of the Service.

## **2. PROVIDING THE SERVICE**

2.1 HBT Communications 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

Communications is able to provide the Service at the Customer's new address, then the Customer's Contract with HBT Communications will continue.

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

- (a) to provide HBT Communications 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 Communications will provide and install the equipment. The customer agrees to follow any reasonable instructions, including any installation or security instructions HBT Communications may give about the Service.

2.3 HBT Communications 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 Communications may have to change the code or the numbers given to the Customer, or interrupt the service. HBT Communications will restore the interrupted service as quickly as possible.

2.5 This is a VOIP Service as defined by OFCOM and can be used to support emergency 999 calls. Once the service is fully operational, 999/112 public emergency call services can be accessed and will be routed to the national emergency call handling agents. The CLI presented will always be the site CLI indicated as a VOIP service type, so that emergency services operator can verify the address details.

Emergency dialling may not be possible in the following circumstances:-

1. During a power outage or the failure of capital DSL routing equipment
2. If an end user account has been suspended
3. In such circumstances the end-customer should use their PSTN line to make the emergency call.

In addition, the end-user should also be made aware that the emergency personnel would need to confirm the identity and the actual location of the caller when they dial 999/112.

The end user should be aware of the above service limitations relating to the emergency services support in line with the OFCOM code of practice.

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

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

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

2.8 HBT Communications 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 Communications.

### **3. MANAGING THE SERVICE**

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

### **4. MONITORING CALLS**

HBT Communications monitors and records calls relating to customer services and telemarketing. HBT Communications 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 Communications network, the Customer must get HBT Communications permission.

Any Customer Equipment must be:

(a) technically compatible with the Service and not harm HBT Communications 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 Communications opinion is, or is likely to be, detrimental to the provision of the service to the Customer or any of HBT Communications other customers;

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

(h) in a way that does not comply with any instructions HBT Communications 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 Communications because the Service is misused in any way, the Customer must reimburse HBT Communications in respect of any sums HBT Communications 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 Communications 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 customer has informed HBT Communications.

## **8. CHARGES AND DEPOSITS**

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

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

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

8.5 The Customer pays the Supplier's charges for number portability & Associated services as set out on HBT Communications Number Policy (incorporating charges for number portability & directory entries) Charges which are available on request

8.6 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 HBT Communications invoice.

8.7 The Customer agrees to pay any charges for the services that have been transferred to HBT Communications on a like for like basis from their existing supplier.

8.8 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 Communications provides the Service. In this event the Customer must HBT Communications for any work done or money spent in getting ready to provide the Service. HBT Communications will take reasonable steps to limit the amount of its costs.

9.2 You may end this Agreement to take effect after the Minimum Period of Service or relevant Subsequent Minimum Period. For the avoidance of doubt, an Initial Minimum Period will automatically be deemed to continue into a Subsequent Minimum period, unless either party shall give to the other not less than ninety (90) days' written notice of termination to expire after the Initial Minimum Period or relevant Subsequent Minimum Period.

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

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

## **10. IF THE CUSTOMER BREAKS THIS CONTRACT**

10.1 HBT Communications 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 Communications and fails to put right the breach within a reasonable time of being asked to do so;

(b) HBT Communications 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 on the due date (30 days), HBT Communications will generally not suspend the Service or end this Contract until 14 days after the payment was due. However, sometimes HBT Communications may take this action after only 7 days.

10.3 If the Service is suspended, HBT Communications 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 Communications cannot guarantee that the Service will never be faulty HBT Communications 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 COMMUNICATIONS REASONABLE CONTROL**

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

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

## **13. RESOLVING DISPUTES**

HBT Communications 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 Communications 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 Communications at the address shown on the bill or any address which HBT Communications provides to the Customer;
- (b) to the Customer at the address to which the Customer asks HBT Communications 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.