

Terms & Conditions for provision of Telecoms Services by Vital-Tel.com

1. DEFINITIONS

"Account" means the record of all Charges due from a customer.

"Agreement" means the 3 Year Standard term agreement between Vital and the customer in respect of the services incorporating these terms and conditions. Alternatively, as per the specified period in accordance with the order paperwork Vital send via email.

"Charges" mean the charges payable in respect of the Services (as amended from time to time in accordance with clause 5 below) or as set out in the Customer Quotation or the email receive from online ordering or as otherwise notified to the Customer before they are incurred.

"Porting" means number ranges ported to Vital on iP from January 2018 onwards. For which an initial port charge will be levied, followed by a nominal monthly recurring surcharge per number, unless specified otherwise.

"Customer Direct Debit" means the contracted party to whom Vital agree to provide Services too. Must maintain at all times a DD in accordance with specified terms and conditions.

"Charges Payable" by Direct Debit after first payment, hereafter a monthly in DD is mandatory, unless specified in writing otherwise.

"Terms & Conditions of Acceptance": Online order, Prepayment, Customer PO. For avoidance of doubt, the website T's&C's always prevail.

"allin1Number" our cloud-based phone system for businesses, is rented on a monthly basis, connecting 'via the internet' client offices and locations globally.

"iP" means 'Internet Protocol' a service utilised to connect 'allin1number' Cloud PBX access, also the medium enabling the switching & recording of calls and messaging.

"Bandwidth" means a Vital supplied business installation of ADSL, EFM, FTTC or FTTP, or Fibre Leased Line or any other technology connecting the customer to the Internet.

"Inclusive Calls" applicable as specified in the Order Confirmation email.

"Network" means Vitals' direct interface to multiple Communications Networks.

"Order" means a customer order for services made via customer PO, an Online Order, or otherwise as per notification to proceed sent by the Customer.

"Contract Period" means thirty-six months unless otherwise defined, renewing automatically. Written cancellation is required from the Customer within or before monthly thirty-three of their annual contract, or the contract will automatically roll and extend for a further 36 months.

"Custom Contract Period" – Available from July 2021 onwards is applicable as defined in the customer order confirmation. Written cancellation is required from the Customer three months prior to annual renewal date, or the contract will automatically roll and extend mirroring the previous contracted period.

"Bria Enterprise" formally Stretto is the 'allin1number' Softphone for PC's, Mac's, Tablets and Smart-Phones rented annually in advance on a per user basis.

"allin1Mobile" is the SIM only mobile service provided to link your workers to our hosted PBX seamlessly. Terms and prices as specified within Vital order confirmation email.

"Services" means connection to the Telecommunications Network and provision of other telecommunications services to provide allin1number.

"Handsets" included as specified within online contracts, or new handsets purchased carry a 12month manufacturers hardware only warrantee.

"Communications Network" means the public and private communications systems or networks accessed or by which the Services are made available.

"Telephone Number" means the VoIP telephone number or numbers otherwise known as Ddi numbers connected to the allin1number cloud phone system on instructions from the Customer.

"Vital" means Vital Telcom Ltd & or any affiliated or subsidiary Companies.

2. PROVISION OF SERVICES

- Vital agrees to provide Services to the Customer on the terms and conditions of this Agreement once Vital has accepted the Customer's Order. Vital will have accepted the order when Vital first provides the Services to the Customer.
- The Services are supplied subject to all limitations of the Telecommunications and or third-party Data-Network.
- Each Order will with these terms comprise of a separate contract between the parties unless the order specifies that it is an amendment to an existing contract.
- Where an order covers more than one Number each Telephone Number shall be deemed the subject of a separate and severable Agreement. 2.5 Unless otherwise requested.

3. VITAL'S OBLIGATIONS

- Vital will use reasonable endeavours to provide the Services, yet Vital shall not be liable for any failure resulting from factors outside Vital's control. In particular, Vital is not responsible for the operation of UK Telecommunications or Data Network.
- Vital reserves the right from time to time to improve or alter the Services as it deems appropriate, provided that such changes do not substantially change the nature of the Services.
- Vital will provide an after sales service and help desk contactable by telephone.

4. CUSTOMER RESPONSIBILITIES

The Customer shall at all times: -

- Comply with any reasonable directions or instructions (including requests for assistance or information) issued from time to time by Vital in connection with the Services or any of them;
- Pay Vital's charges under this Agreement on or before the due date for payment without set off or deduction via Direct Debit. Unauthorised cancellation of DD will render the customer in material breach of contract. Temporary service suspension may follow, an advanced payment deposit may become necessary hereafter.
- Ensure insofar as is possible that Vitals services are not used in any unlawful, improper or damaging manner.
- The Customer shall indemnify and hold harmless Vital against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the Services.

5. CHARGES AND PAYMENT

- Charges levied are exclusive of Value Added Tax.
- Vital shall in respect of each Service be entitled to review and, if it so desires, vary from time to time the charges or to introduce new charges. Our website will always contain the current Vital T's&C's.

6. VITAL'S LIABILITY

- Vital does not exclude or restrict any liability to the Customer for death or personal injury attributable to its own negligence or that of its employees.
- Vital shall exercise reasonable skill and care in the provision of the Services.
- Except as stated expressly otherwise in this Agreement, in relation to the provision of Services, Vital shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms representations and undertaking, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by law. Vital shall have no other liability for failure or unavailability of the Telecommunications Network or internet.
- Vital shall not be liable for any indirect or consequential losses, damage or ex-

penses suffered by the Customer including (but not limited to) loss of anticipated sales profits or savings, goodwill, business contracts or losses resulting from third party claims.

- Notwithstanding the provisions of clause 6.3 and subject to clause 6.1, Vital's liability to the Customer for breach of contract, loss of service or any other reason shall be limited to £5,000 for any claim, whatever the reason.

7. SUSPENSION OF SERVICES

Vital may suspend all or part of our Services for so long as reasonably required or disconnect the service at any time without notice if:-

- the Customer is in material breach of this Agreement or any other agreement between the parties in particular in breach of clauses 4 or 5 or 9;
- the Customer acts in such a way or permits anything to be done which, in the reasonable opinion of Vital, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network.
- If required to do so directly or indirectly by law, the Operator, or due to Termination clause 9 points 1(c) or 1(d), individually or collectively.
- the Customer is 15 days in arrears, whereupon the Customer shall remain liable for all Charges during any period of suspension attributable to the actions or omissions of the Customer.

8. DATA PROTECTION ACT

- Information that the Customer provides to Vital about private individuals relevant to Vitals dealings with the Customer will be stored within Vital's Data bases/ Servers and in some cases manually recorded.
- Vital confirms that it will comply with the Data protection Act in relation to all personal data supplied by the Customer.

9. TERMINATION OF AGREEMENT

- Either party may terminate this Contract immediately on notice if the other: (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or (b) commits a material breach of this Contract which cannot be remedied; or (c) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors.
- If it goes into either voluntary or compulsory liquidation or a receiver or administrator is appointed over its assets.
- the Customer is in breach of any of the terms of this Agreement or any other agreement between the parties and does not remedy the breach within 7 days of the date of written notice from Vital specifying the breach and requiring it to be remedied; or any licence, permission, agreement or authorisation granted to the Operator or to Vital necessary for the provision of the Services is suspended, revoked or terminated.
- the Customer terminating this Contract before its Minimum Period has expired, or becomes insolvent must pay Vital: (a) Any outstanding connection charges, also an average monthly call or transit charges, also bandwidth charges for the remainder of the contract period. (b) The complete rental and or service charges for the remainder of the contract period.
- Either Vital or the Customer may terminate this Agreement immediately by notice in writing if it has reasonable reason to believe that the other has or will have debts to it which will not be paid when due.
- Upon termination all charges to the end date of the contract become immediately due. Immediate suspension of service will prevail if the customer becomes insolvent or a licenced insolvency practitioner or administrator is engaged. Suspension will prevail should Vital's appropriate payment advance be refused.
- Any termination of this agreement shall be without prejudice to the rights of either party accrued to the date of termination, providing emailed to support@vital-tel.com

10. GENERAL

- Vital shall address all bills and serve any notices on the Customer pursuant to this Agreement in writing by post or by email or other means to the address set out in the Order or the Customer's registered office or any other address provided by the Customer for this purpose.
- The Customer shall serve any notice pursuant to this Agreement by post on Vital at its registered office address.
- All documents shall be deemed served 48 hours after posting, subject to recorded delivery postage.
- No failure by Vital to exercise any of its rights under these terms and conditions or concession granted and shall prevent subsequent enforcement of those rights or constitute an agreement to provide the same concession again.
- Subject to clause 10.6 below, the Customer acknowledges that it has not been induced to enter into this Agreement by any representations made before or on entering into this Agreement (whether made negligently or innocently or whether oral or written) and that it has only relied upon matters set out in this Agreement in deciding to enter into this Agreement.
- The Customer acknowledges that the only remedy it has against Vital for any misrepresentation or untrue statement shall be a claim for damages for breach of this Agreement. However, if Vital has made any fraudulent representations upon which the Customer has relied, the Customer may pursue Vital, and the Customer shall be entitled to all available remedies under English law.
- No variation of this Agreement or waiver hereunder shall be effective unless agreed in writing by Vital.
- If any provision of these terms and conditions 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 conditions and the remainder of the provisions in questions shall not be affected as a result.
- The Customer shall not assign or try to assign any or all of the rights and responsibilities under the Agreement but Vital may transfer its right and obligations hereunder to a new service provider in which circumstances the Customer shall enter into a new agreement in the same terms as this with the new service provider.
- Where two or more persons constitute the Customer, outside of a Limited Company or PLC their liability is joint and several.
- Vital may require a variation to the terms and conditions of the Agreement if so required by legislation, or the Operator.
- Any dispute as to the sum to which Vital is entitled pursuant to clause 9.3 shall be referred to a single expert to be appointed by agreement between the parties or in default by the application of either party to the President for the time being of the Institute of Chartered Accountants. The expert's fees will be shared equally by the parties.
- This Agreement is governed by English Law and English Courts shall have exclusive jurisdiction as regards any dispute.

Vital Terms & Conditions - Direct Debit acceptance form

Please complete and sign, unless already signed within your online purchase contract.



Instruction to your Bank or Building Society to pay by Direct Debits



Please fill in the whole form and send it to:

Vital Telcom Ltd
2nd Floor
2 London Wall Buildings
London
EC2M 6SS

Name(s) of Account Holder(s)

Originator's Identification Number

6 8 3 1 8 6

Reference Number

Bank/Building Society account number

Instruction to your Bank or Building Society

Please pay FCC re Vital Tel.com Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this Instruction may remain with FCC re Vital Telcom Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Branch Sort Code

Name & full postal address of your Bank

To: The Manager Bank/Building Society

Address

Postcode

Signature:

Position:

Date:

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee

- ☐ This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- ☐ If the amounts to be paid or the payment dates change FCC re: Vital Telcom Ltd will notify you three working days in advance of your account being debited or as otherwise agreed.
- ☐ If an error is made by FCC re: Vital Telcom Ltd or your Bank/Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.