

# Vital Terms & Conditions - Direct Debit acceptance form



## 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 6 year agreements prevail with zero CAPEX agreements as standard.  
"BT" means British Telecommunications plc.  
"Charges" means 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 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 a nominal monthly recurring surcharge per number will be levied.  
"Customer Direct Debit" means the party named as such on the below Direct Debit form to whom Vital agrees to provide Services agrees to Vital's terms and conditions.  
"Rental charges" are payable by Direct Debit quarterly in advance.  
"Call charges" are payable monthly in arrears.  
"Terms & Conditions of Acceptance" - Prepayment or email authorisation to proceed, confirms customer acceptance of T's & C's as published on our website. For avoidance of any doubt, our current website T's & C's always prevail.  
"CPS" means Carrier Pre-Selection, a service provided by BT to enable the connection of the Customers Telephone Numbers to the Vital network.  
"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 provide 'allin1number' IPVO or Cloud based PBX access, also enabling the switching of calls to and from the IPVO.  
"Bandwidth" means a Vital supplied third-party business installation of ADSL, EFM, FTTC or Fibre Leased Line connecting the customer to the Internet.  
"Vitals Network" means a direct interface to multiple Telecommunications Networks.  
"Order" means a Customer's order for services made on a customer PO or otherwise as notified to proceed by to Vital by the Customer.  
"Contract Period" means thirty six months unless otherwise defined, renewing automatically. Written cancellation is required from the Customer within or before month thirty three of their annual contract, or the contract will automatically roll and extend for a further 36 months.  
"Bria Stretto" is the 'allin1number' SoftPhone for PC's, Mac's, Tablets and Smart-Phones rented annually in advance on a per user basis.  
"Services" means connection to the Telecommunications Network and provision of other telecommunications services as set out in one or more Customer Order Forms for the Customer or otherwise notified in writing by Vital to the Customer.  
"Communications Network" means the public and private communications systems or networks accessed or by which the Services are made available.  
"Telephone Number" means the 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 but 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 breach of contract. Temporary service suspension may follow, advanced payment deposit will 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.
- Bandwidth is subsidised by Vital as an enabler for our 'allin1number' cloud based PBX service. Cancellation of an 'allin1number' Cloud based PBX' order for any reason whatsoever, will result in a thirty percent (30%) increase to our quoted subsidised bandwidth charges, should the customer proceed with only bandwidth.

### 5. CHARGES AND PAYMENT

Customers will be invoiced monthly in arrears for call charges and two months in advance for al rentals. Payment (without exception) will be collected by Direct Debit.

- 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 shall be limited to £5,000. Any other liability shall be limited to the amount of relevant insurance cover carried by Vital.

### 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 and in particular in breach of clause 4 or 5;
- 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 or the Operator;
- 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 (a) commits a material breach of this Contract which cannot be remedied; or (b) is repeatedly in breach of this Contract; 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, or 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 must pay Vital:
  - Any outstanding connection charges, also an average monthly call or transit charges, also bandwidth charges for the remainder of the contract period.
  - 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.
- On termination the Customer will pay all charges due up to the date of termination.
- Any termination of this agreement shall be without prejudice to the rights of either party accrued to the date of termination.

### 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 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.

