

Bluecherry Telecom Terms and Conditions for Business Service

1. DEFINITIONS

- 1.1. In this Contract the following terms have the definitions shown next to them: "Bluecherry Telecom , UBC, 314 Midsummer Court, Midsummer Boulevard, Central Milton Keynes, MK9 2UB"
- 1.2. "BT" British Telecomm plc of 81 Newgate Street, London EC1A 7AJ, registered in England Number 1800000
- 1.3. "BT Equipment" equipment (including any software) placed by BT at the Premises to provide the Service.
- 1.4. "Call" a signal, message or communication that is silent, spoken or visual.
- 1.5. "Call Diversion" diverting incoming Calls to another fixed line or mobile telephone number as set out in the Service Charter.
- 1.6. "Conditions" these terms and conditions for Bluecherry Telecom business service.
- 1.7. "Contract" these Conditions, Business Plan (15) and Plus (50) and the Price List. This Contract begins on the date that Bluecherry Telecom accepts the Customer's request for the Service.
- 1.8. "Customer" the business/person with whom Bluecherry Telecom contracts to provide the Service.
- 1.9. "Customer Equipment" equipment that is not part of BT's network and which the Customer uses or plans to use with the Service.
- 1.10. "Minimum Period" the agreed period as per verification call of the service after completion of transfer.
- 1.11. "Premises" the place at which Bluecherry Telecom agrees to provide the Service.
- 1.12. "Price List" the document containing a list of Bluecherry Telecom charges and terms that applies to the Service.
- 1.13. "Service" the facility to make or receive a Call (or both) and any related services listed in the Price List that Bluecherry Telecom agrees to provide to the Customer under this Contract.
- 1.14. "Service Failure" the continuous total loss of the facility to make or receive a Call or of any related service provided to the Customer under this Contract.

2. PROVIDING THE SERVICE

- 2.1. Bluecherry Telecom will provide the Service by the date agreed with the Customer. Sometimes, Bluecherry Telecom will agree the date following a survey of the Premises by Openreach Engineers. This survey does not necessarily constitute a site visit.
- 2.2. Occasionally, for operational reasons, Bluecherry Telecom may have to change the codes or the numbers given to the Customer, or interrupt the Service. Bluecherry Telecom will restore the interrupted Service as quickly as possible.
- 2.3. The Customer accepts that occasionally Bluecherry Telecom will provide instructions regarding the Service. The Customer must follow these instructions.
- 2.4. Bluecherry Telecom may take instructions from a person who it thinks, with good reason, is acting with the Customer's permission.
- 2.5. In some cases Bluecherry Telecom will require written proof when vacating the premises in which the customer's service is provided. Continued use of the service after the vacation of the property by any party will be deemed as acceptance.

3. PHONE BOOK AND DIRECTORY ENTRIES

- 3.1. The Service includes a telephone number. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from Directory Enquiries Services unless the Customer requests otherwise.
- 3.2. Bluecherry Telecom may agree to 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 Bluecherry Telecom

4. MANAGING/REPAIRING THE SERVICE

- 4.1. If the Customer reports a fault in the Service, Bluecherry Telecom will respond in line with the level of repair service the Customer has chosen.
- 4.2. If Openreach and/or Bluecherry Telecom agree to work outside the hours covered by the repair service the Customer has chosen, the Customer must pay Bluecherry Telecom additional charges for doing so. See price list.
- 4.3. Bluecherry Telecom provides a Service Charter. If Bluecherry Telecom is late in providing the Service, or repairing a Service Failure, the Customer may be entitled to a Call Diversion or to claim compensation under the Service Charter.
- 4.4. Bluecherry Telecom reserves the right to apply a minimum £94 + VAT engineering call out charge if a fault is found to be on your own equipment or caused by accidental damage. Additional time related charges may also be added. We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible. Customer service and fault notification: 01908 849849
- 4.5. Certain Bluecherry Telecom packages require a minimum monthly call. If the monthly call spend falls excessively below that threshold we reserve the right to revert to change the package. Please see price list for details on thresholds
- 4.6. Bluecherry Telecom cannot be liable for fees incurred from third party engineers (including removing programming) and are not responsible for system maintenance or equipment.

5. MONITORING CALLS

- 5.1. BT monitors and records all calls to the 999 or 112 service.

6. ACCESS TO AND PREPARING THE PREMISES

- 6.1. The Customer agrees to prepare the Premises according to any instructions Bluecherry Telecom and/or Openreach may give, and provide Bluecherry Telecom and/or BT with reasonable access to the Premises.
- 6.2. When Bluecherry Telecom and/or Openreach'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 Openreach needs to cross other people's land, or put Openreach Equipment on their property (for example a neighbour or landlord), the Customer agrees to obtain their permission.
- 6.4. Openreach will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Openreach.
- 6.5. 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.
- 6.6. 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. Bluecherry Telecom or anyone acting on Bluecherry Telecom behalf will look after the Customer's physical property as set out in paragraph 12.2.

7. CUSTOMER EQUIPMENT

- 7.1. If the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must get Bluecherry Telecom permission.
- 7.2. Any Customer Equipment must be:
 - 7.2.1. technically compatible with the Service and not harm BT's network or another customer's equipment;
 - 7.2.2. connected and used in line with any relevant instructions, standards or laws.

8. MISUSING THE SERVICE

- 8.1. Nobody must use the Service:
 - 8.1.1. to make offensive, indecent, menacing or hoax Calls; or
 - 8.1.2. fraudulently or in connection with a criminal offence.
- 8.2. The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Bluecherry Telecom can take if this happens is explained in paragraph 11. If a claim is made against BT and/or Bluecherry Telecom because the Service is misused in this way, the Customer must reimburse Bluecherry Telecom in respect of any sums Bluecherry Telecom is obliged to pay.
- 8.3. The Customer accepts that nobody must advertise the phone number for the Service in or on a BT phone box without BT's consent. If this happens, Bluecherry Telecom may suspend the Service or end this Contract, but Bluecherry Telecom and/or BT will write to the Customer before taking this action.

9. CHARGES AND DEPOSITS

- 9.1. The Customer agrees to pay all charges for the Service as shown in the Price List (or as otherwise agreed) and calculated using the details recorded by Bluecherry Telecom.
- 9.2. Unless paragraph 9.5 applies, 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.
- 9.3. The Business Plan plus (50) line rental is paid a year in advance (£89.16 Ex VAT) for year one, then reverts to standard monthly in advance (£12.63).
- 9.4. Bluecherry Telecom will send its first invoice shortly after providing the Service, and then at regular intervals, usually every month. Sometimes Bluecherry Telecom may send the Customer an invoice at a different time.

- 9.5. If the Customer orders a temporary Service, Bluecherry Telecom may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
- 9.6. Bluecherry Telecom will send invoices for the Service to the address requested by the Customer.
- 9.7. 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 Bluecherry Telecom invoice.
- 9.8. In some cases the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.
- 9.9. You must pay all charges and rental by Direct Debit as soon as these become due, which will normally be 10 days from date of invoice. If you cancel your Direct Debit for any reason we reserve the right to charge £50. If we have not received payment of your bill by the due date, we may disconnect your telephone service. If this is necessary the following conditions may apply:
- 9.9.1. Normal monthly rental will continue to be charged during any period of disconnection.
- 9.9.2. You will be charged a fee for reconnection to our services, which is £125 per affected line, subject to VAT.
- 9.9.3. If Outgoing Call Barring is placed on your line because we have not received payment by the due date, an administration payment of £7.92 + VAT will be applied to account for applying this call barring. Furthermore, an administration payment of £20 + VAT will be required in advanced before Outgoing Call Barring is removed
- 9.10. If the customers direct debit does not clear, Bluecherry Telecom will charge £10 for each failed direct debit collection.
- 9.11. To achieve 50% discount on line rental a payment is required to cover the year's line rental (£89.16 Ex VAT). After the first year, line rental reverts to the standard 15% discount (£12.63 Ex VAT).
- 9.12. 3p call connection charge applies to all calls except international and mobile calls where the connection charges of 4p and 9p apply respectively. All prices quoted are ex VAT.
- 9.13. If you settle your monthly invoice other than Direct Debit, a £4 admin fee will be applied to your account per month.
- 9.14. Bluecherry Telecom reserves the right to charge a monthly bill production charge if customers choose to receive a paper bill, there will be no charge to receive a bill by email. See price list for details.
- 9.15. Services such as Call Minder 1571, Call Waiting and Ring back, and all other various additional features, called select services are offered by Bluecherry Telecom, at a discounted rate compared to BT Retail. They range from £2.17 per feature, per month and are billed monthly in advance.
- 9.16. Fair Usage policy applies to all unlimited call packages. Bluecherry Telecom reserves the right to switch customers with excessive call volume (e.g. Telemarketers, etc.) to a more appropriate tariff at any time. The customer will have the option to cancel the service at no cost if switching to a new tariff in not acceptable.
- 9.17. Mobile rates refer to calls to: T-Mobile, Orange, Vodafone and 02 only.
- 9.18. Our Fraud aware service is applied to all new customers and is free for the first month. If the customer does not wish to continue with the Fraud Aware Service then they will need to contact our customer services department to opt out.
- 9.19. Fraud Aware is charged at £1.99 per calendar month and is subject to VAT.
- 9.20. If the Customer chooses to receive a paper bill then a bill production charge of £2 will be added to the invoice. eBilling remains free of charge.

10. CANCELLING OR ENDING THIS CONTRACT

- 10.1. The Customer may cancel this Contract with no penalty any time within the transfer period; this request can be made either in writing or by phone by contacting our customer service number: 01908 849849. If a customer cancels outside the transfer period (once the line/s have transferred to Bluecherry Telecom), then the Customer must pay Bluecherry Telecom for early termination (see 22.2).
- 10.2. A cancellation reference number is given to every customer who requests to cancel within the transfer period. The customer must obtain a reference number from customer services for this request to be considered valid.
- 10.3. The contract will continue for the minimum period unless and until terminated under clause 22.1.
- 10.4. Bluecherry Telecom reserves the right to charge termination fee in full for a cease line.
- 10.5. If the customer breaches the contract during the minimum period, the customer must pay Bluecherry Telecom a termination fee equal to the remaining line rental and package fees in advance, up to the end of your contract or a minimum disconnection fee of £395, the customer will also forfeit any service charges and line rentals paid in advance.
- 10.5.1. If the customer cancels this contract with their current supplier, and no contact is made within the cooling off period Bluecherry Telecom will apply a breach of contract fee (see 10.5).
- 10.5.2. A welcome pack is sent to all customers; however we cannot be held responsible for loss of post. Our full Terms of conditions are available on the website. If a customer does not receive the welcome letter they are still bound by the terms and conditions.
- 10.6. New Installs – If an existing customer adds a new install to a current account that line is bound by the original contract term of the original agreement. If the new install is set up as new account the line will be in a term agreed as the order.

11. IF THE CUSTOMER BREAKS THIS CONTRACT

- 11.1. Bluecherry Telecom can suspend the Service or end this Contract (or both) at any time without notice if one of the following applies:
- 11.1.1. The Customer breaches this Contract or any other agreement the Customer has with Bluecherry Telecom.
- 11.1.2. Bluecherry Telecom reasonably believes that the Service is being used in a way forbidden by paragraph 8.1. This applies even if the Customer does not know that the Service is being used in such a way;
- 11.1.3. bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgment 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.
- 11.2. If the Customer does not pay a bill, Bluecherry Telecom can suspend the Service or end this Contract until payment is made. If payment is not received within the time period Bluecherry Telecom will expect payment over the phone to prevent the customer's phone line being suspended. If Bluecherry Telecom has to collect payment over the phone, they reserve the right to charge an administration fee.
- 11.3. If the Service is suspended, Bluecherry Telecom 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.
- 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.
- 11.5. On termination of this agreement for whatever reason, you will immediately pay any outstanding invoices

12. LIMITS OF LIABILITY

- 12.1. Bluecherry Telecom accepts unlimited liability for death or personal injury resulting from its negligence.
- 12.2. Bluecherry Telecom accepts liability for loss or damage to the Customer's physical property arising from its negligence, up to one thousand pounds in any twelve month period.
- 12.3. Bluecherry Telecom cannot guarantee that the Service will never be faulty. However, Bluecherry Telecom accepts liability if it is late in providing the Service or repairing a Service Failure as set out in the Service Charter.
- 12.4. Unless Bluecherry Telecom is negligent, Bluecherry Telecom only liability under this Contract is as set out in the Service Charter.
- 12.5. Unless the Service Charter or paragraph 12.3 says otherwise, Bluecherry Telecom 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.
- 12.6. Unless paragraphs 12.1 and 12.2 apply, Bluecherry Telecom liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to one thousand in any 12 month period.
- 12.7. Each provision of this Contract that excludes or limits Bluecherry Telecom liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.
- 12.8. Bluecherry Telecom will not be liable for any maintenance contract taken out by the customer that is affected by the transfer of their services.

13. MATTERS BEYOND BLUECHERRY TELECOM'S REASONABLE CONTROL

- 13.1. Sometimes Bluecherry Telecom may be unable to do what it has agreed because of something beyond its reasonable control.
- 13.2. If this happens, Bluecherry Telecom is not liable to the Customer. However, Bluecherry Telecom will try to provide Call Diversion to the Customer. If Bluecherry Telecom cannot do this then the Customer is entitled to a rental refund for any whole or part day, that there is a Service Failure.
- 13.3. The customer must ensure they have reviewed their contractual obligations from their current supplier. We can in no way be held accountable for any early termination fees that may be issued from the old supplier as a result of a transfer to Bluecherry Telecom.

14. RESOLVING DISPUTES

14.1. Bluecherry Telecom 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. We are members of CISAS. www.cisas.org.uk

15. CHANGES TO THIS CONTRACT

15.1. Bluecherry Telecom may change the Conditions (including the charges in the price list) to remain competitive, any charges will be notified in writing and do not affect your price guarantee.

15.2. Bluecherry Telecom will forward the changed Conditions to the Customer upon request by the Customer.

15.3. In line with our Price guarantee, Bluecherry Telecom guarantees the call rates will not rise during the minimum period.

16. TRANSFERRING THIS CONTRACT

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

17. THIRD PARTY RIGHTS

17.1. 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.

18. NOTICES

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

18.1.1. to Bluecherry Telecom at the address shown on the bill or any address which Bluecherry Telecom provides to the Customer;

18.1.2. to the Customer at the address to which the Customer asks Bluecherry Telecom to send invoices, the address of the Premises or, if the Customer is a limited company, its registered office.

19. THE SERVICE CHARTER

19.1. Bluecherry Telecom character

19.1.1. Bluecherry Telecom endeavours:

19.1.1.1. to provide the Service by the date agreed with the Customer as described in paragraph 2.1;

19.1.1.2. to repair a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to Bluecherry Telecom ;

19.1.1.3. not to disconnect the Service by mistake; and to keep any appointment Bluecherry Telecom makes with the Customer under this Contract.

19.1.2. If Bluecherry Telecom is late in providing the Service or repairing a Service Failure, the Customer may choose either:

19.1.2.1. Call Diversion - as described in paragraph 19.4. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent Bluecherry Telecom from offering this option; or

19.1.2.2. Compensation - the Customer may not claim any compensation.

19.2. If Bluecherry Telecom disconnects the Service by mistake, the Customer may claim a fixed rate compensation of £10 per day, from the date of disconnection.

19.3. If Bluecherry Telecom does not keep an appointment, the Customer may claim a specified sum, as shown in the Price List.

19.4. CALL DIVERSION

19.4.1. If Bluecherry Telecom provides Call Diversion, Bluecherry Telecom will divert the Customer's incoming Calls, on request, to another fixed line or mobile telephone number of the Customer's choice. Once Bluecherry Telecom has provided the Service or repaired a Service Failure, Bluecherry Telecom will cancel the Customer's Call Diversion.

19.4.2. The number chosen must be a UK number, but there are some number ranges to which will not divert the Customer's Calls (for example, 0800 and 0870 numbers).

19.4.3. If Bluecherry Telecom 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. The Customer is liable for the additional cost of these diverted calls.

20. PAYMENT OF CLAIMS

20.1. Bluecherry Telecom will deduct any compensation amounts that Bluecherry Telecom owes to the Customer under this Charter from the Customer's next phone bill, unless the Customer asks for payment by cheque.

21. APPLICATION OF THIS CHARTER

21.1. This Charter applies to the Service, including generally any related services Bluecherry Telecom provides to the Customer. However, its application to some of the related services may vary as shown in the Price List.

21.2. This Charter does not apply if:

21.2.1. someone, other than Bluecherry Telecom, has caused the fault,

21.2.2. Bluecherry Telecom and/or Openreach asks for access to the Premises and the Customer does not allow this, or

21.2.3. Bluecherry Telecom and/or Openreach reasonably asks for other help and the Customer does not provide it.

22. SUSPENSION & TERMINATION

22.1. This contract may be terminated in writing by either you or us for convenience by giving notice within 30 days of the end of the minimum period, this request must be sent by Royal Mail recorded delivery

22.2. If the customer wishes to completely terminate their contract with Bluecherry Telecom they must pay the early termination fee of a termination fee equal to the remaining line rental and package fees in advance, up to the end of your contract or a minimum disconnection fee of £395 (Whichever is the greater), the customer will also forfeit any service charges and line rentals paid in advance.

23. PRICES

23.1. All prices and discounts on calls and line rental are correct at time of print.

24. Bluecherry Telecom Terms and Conditions for Business Service These terms and conditions apply to new and existing customers and are effective from the implementation date 7th Mar 2012.

25. GENERAL CONDITION 24

25.1. Bluecherry Telecom is also compliant with Ofcoms general condition 24

26. PRICE MATCH GUARANTEE

26.1. Bluecherry Telecom offer a price match to all existing customers, all of our talk packages are covered by the guarantee. We guarantee to match or beat any call charges on a like for like basis. The guarantee applies to the total cost of the call charges, where certain rates may differ we will always ensure that the overall cost of the call charges is lower or the same.

26.2. Competitor's offers must include prices for all call types, any applicable call set up, minimum call charges, connection fees, line rental and all other services.

26.3. Competitors offer must be in writing and addressed to the account holder.

26.4. Competitors written offer must be provided to us by email at pricematch@bluecherrytelecom.com or by fax to 01908 849848; we will respond to you within 14 days of receipt. If we are unable to find a suitable package there will be no fee for cancelling the contact