

1. DEFINITIONS

1.1 The following words have the following meaning:
"Agreement" means these terms and conditions and the Customer Order Form.
"Customer Services UK Numbers Ltd T/A Selective Networks Designated Carrier Network" means the telecommunications network. "BT" means British Telecommunications Plc.
"Customer" means the company, partnership, sole trader or other legal entity named in the Customer Order Form.
"Customer Order Form" means the accompanying document titled Customer Order Form containing details of the Customer and the Services.
"Data Services" means the Services relating to data as specified in the Customer Order Form.
"Equipment" means any Equipment supplied by Customer Services UK Numbers Ltd T/A Selective Networks to the Customer.
"Line Rental" means rental of the Customer's ISDN or Analogue line(s) previously supplied by BT.
"Minimum Term" means the minimum term in the Customer Order Form or, where applicable, the term specified in a particular section of these terms and conditions.
"MLU Access" means the automatic insertion of the unique Customer Services UK Numbers Ltd T/A Selective Networks access code by a unit of Customer Services UK Numbers Ltd T/A Selective Networks. "Network Services Plan" means the particular Network Services Plan specified in the Customer Order Form.
"Owner" means Customer Services UK Numbers Ltd T/A Selective Networks.
"Preferred Commencement Date" means the preferred date on which that particular Service is due to commence.
"Services" means the services requested by the customer as particularised in the Customer Order Form.
"Site" means the place of business at which the Services and Equipment are to be provided as specified in the Agreement. "SME" means small medium enterprise.
"Software" means any computer program that was on the Equipment when supplied or that the Customer received separately.
"Commencement date" the commencement date is the date the services ordered as set out on the order form become live, for clarity this is not the order date mentioned on the contract. If your order contains packaged services (i.e. a number of services for a fixed monthly amount) your commencement date is the date the final service went live with Customer Services UK Numbers Ltd T/A Selective Networks.
1.2 Headings are inserted for the ease of reference only and do not affect the interpretation of this Agreement.
2. NETWORK SERVICES (INCLUDING LINE RENTAL)
2.1 If the Customer migrates its call traffic from Customer Services UK Numbers Ltd T/A Selective Networks' network before the expiry of the notice, Customer Services UK Numbers Ltd T/A Selective Networks reserve its right to invoice an amount equal to the Customer's average monthly gross profit multiplied by the number of months remaining in the Minimum Term.
2.2 Customer Services UK Numbers Ltd T/A Selective Networks will charge the Customer at the prices set out in the Network Services Plan. (as amended by Customer Services UK Numbers Ltd T/A Selective Networks from time to time). Customer Services UK Numbers Ltd T/A Selective Networks will invoice the Customer monthly in arrears and the Customer must pay the charges by the fourteenth day after the date of invoice by Direct Debit (where the Customer fails to complete the direct debit form a monthly surcharge of £5 ex vat shall be added to the charges). If the Customer fails to make any payment within 14 days of the date of the invoice Customer Services UK Numbers Ltd T/A Selective Networks may require the Customer to pay all sums due under this Agreement on demand. The provision for interest on late payment will apply.
2.3 Customer Services UK Numbers Ltd T/A Selective Networks may at any time increase the charges by giving the Customer 30 day's written notice or if less as much notice as reasonably possible in the circumstances.
2.4 Customer Services UK Numbers Ltd T/A Selective Networks may, on seven days written notice to the Customer, stipulate a reasonable monetary limit that will apply to all charges due or which may become due to Customer Services UK Numbers Ltd T/A Selective Networks from the Customer. If at any time the amount of charges payable to Customer Services UK Numbers Ltd T/A Selective Networks exceeds the stipulated monetary limit, Customer Services UK Numbers Ltd T/A Selective Networks will immediately notify the Customer and any amounts incurred in excess of the stipulated monetary limit will immediately become due and payable.
2.5 All calls made on Customer Services UK Numbers Ltd T/A Selective Networks tariffs are subject to 1p setup charge on local and national calls and 3p call charge for all calls made to mobiles. Calls to international destinations are subject to a call set up fee.
2.6 All calls made on Customer Services UK Numbers Ltd T/A Selective Networks discount and saver tariffs are subject to 1p minimum call charge.
2.7 Inclusive or bundled call packages that include mobile destinations, the inclusive mobile allowance only includes calls to the main UK carriers (Vodafone, O2, EE, Three) calls to any other destination commencing 07 will be charged at the standard tariff rate.
2.8 The Customer agrees that signing this Agreement will terminate any prior network services/line rental Agreement. The customer authorises Customer Services UK Numbers Ltd T/A Selective Networks to use all information the Customer provides in order to liaise directly with another service provider. In signing this Agreement the Customer agrees to take the network services/line rental services specified in the Customer Order Form for a minimum term of 24 months unless otherwise stated on Customer Order Form. If the customer wishes to terminate the network services/line rental services at the end of the minimum term written notice by recorded delivery must be provided to Customer Services UK Numbers Ltd T/A Selective Networks. Such written notice must be provided between 120 days and 90 days prior to expiry of the minimum term otherwise the network services/line rental services shall continue for a further period of Customer Services UK Numbers Ltd T/A Selective Networks Ltd's minimum term (24 months) or if longer the minimum term stated on the Customer Order Form. During any subsequent term following expiry of the minimum term the same notice provisions apply to terminate the network services/line rental services.
2.9 Customer Services UK Numbers Ltd T/A Selective Networks will invoice the Customer monthly in advance for the Line Rental and the Customer must pay the charges by direct debit by the fourteenth day after the invoice date (where the Customer fails to complete the direct debit form a monthly surcharge of £5 ex vat shall be added to the charges). If the customer fails to make any payment within this timeframe Customer Services UK Numbers Ltd T/A Selective Networks may require the Customer to pay all sums due under this Agreement on demand. The provision for interest on late payment below will apply.
2.10 On termination of this Agreement for any reason you will:
a. pay us all outstanding charges due under this Agreement;
b. co-operate with us in the removal of any of our Equipment from your premises
c. until such time as you have transferred to a new provider, we shall be entitled to amend our charges to our standard published charges.
2.11 If this agreement ends before the Minimum Period or subsequent fixed period ends (other than as a result of force majeure or any breach of this Agreement by us) you will pay us:
a. the Monthly Rental Charges or Package Price which would have been payable if the agreement had not ended early;
b. in addition we may charge a disconnection fee of £159.00 ex vat for every line and channel whether the agreement has reached the full minimum period or not.
c. you agree to pay a compensation charge in respect of telephone call traffic, equal to four times the value of average monthly call billing during the term of this agreement up to and including the month of termination. If you are on a package which includes bundled minutes, the value is the average excess monthly call charges that are not included in your bundle.
2.12 Customer Services UK Numbers Ltd T/A Selective Networks may at any time change the Customer Services UK Numbers Ltd T/A Selective Networks Designated Carrier Network, the Services or any Equipment if it needs to do so to comply with any applicable safety or other statutory requirements, or where the change does not materially detract from the quality or performance of the Services. Customer Services UK Numbers Ltd T/A Selective Networks will pay for any change to the Customer Services UK Numbers Ltd T/A Selective Networks Designated Carrier Network, Services or Equipment made under this clause.
2.13 In the event that the Customer requests Customer Services UK Numbers Ltd T/A Selective Networks to cancel any network transfer or line work order being processed on behalf of the Customer an administration fee of £159 ex vat per line or channel will be charged by Customer Services UK Numbers Ltd T/A Selective Networks to the Customer to be paid within 14 days of the cancellation request being made. If the Customer defers or delays their network transfer or line work order Customer Services UK Numbers Ltd T/A Selective Networks reserves the right to charge an administration fee of £159 ex vat to be paid within 14 days of the request for deferral or delay by the Customer.
2.14 The Customer is solely responsible for all and any imported BT Openreach charges that relate to faults, equipment used by BT engineers, missed appointments, engineer visits or any other charges that BT Openreach may make.
2.15 All and any charges relating to line rental are normally charged in a timely manner; however, Customer Services UK Numbers Ltd T/A Selective Networks reserves the right where necessary to apply and charge the Customer backdated line rental or other charges. The customer is responsible for the payment of these charges in line with their current payment conditions.
2.16 The below only applies to SME's with <10 employees:
a. Automatically Renewable Contracts – these do not apply to you. Once you have completed the minimum term of your contract and wish to cancel, you would need to provide 90 days written notice by recorded delivery of your notice to transfer your services or cancel your contract.
b. If you are in the process of transferring your services and have 10 days or more before the transfer date, then you can request that we cancel the transfer.
We will act upon this as per your instruction. You will be subject to cancellation charges for the services stated on your contract as per section 2.17
2.17 Any unlimited services provided are subject to a fair usage policy of upto 2000 minutes per channel or user. You will be liable to pay for any usage above this at the Customer Services UK Numbers Ltd T/A Selective Networks standard pence per minute rate.

3. MOBILE SERVICES AGREEMENT

3.1 Under the terms of the agreement the Customer may be supplied with a number of cellular connections (lines) at different times at the Customer's own request. Each supply will be for a minimum of 13 months from the date of the order and, subject to any other right of termination under the Agreement, may only be terminated by giving 90 days' notice in writing not to expire before the end of the minimum term.
3.2 Where Customer Services UK Numbers Ltd T/A Selective Networks has provided further equipment in respect of any line at a subsidised price (upgrade) or financial support in lieu of equipment (upgrade support) then the minimum term that relates to that line is extended by a further period equal to the minimum term from the date of supply of the upgrade or upgrade support.
3.3 If the Customer terminates the Agreement in breach of these terms and conditions the Customer will be obliged to pay the monthly access charges in relation to each line supplied until the earliest date that the Customer would have been entitled to end each supply.
3.4 When this agreement is terminated Customer Services UK Numbers Ltd T/A Selective Networks will disconnect the Customer from the network and it must pay all charges owed to Customer Services UK Numbers Ltd T/A Selective Networks under the Agreement.
3.5 The Customer will be charged for all use of the lines supplied including:
a. A monthly access charge which is payable one month in advance, together with payment for any extra services which Customer Services UK Numbers Ltd T/A Selective Networks is providing to the Customer;
b. Call charges for all calls made in the previous month according to the Customer Services UK Numbers Ltd T/A Selective Networks tariff which the Customer has chosen;
c. n. the event that the Customer chooses to use the telephone abroad, these charges will include all incoming calls that the Customer receives during that period.
3.6 The Customer must pay all invoices issued by Customer Services UK Numbers Ltd T/A Selective Networks within 14 days of the date of invoice by Direct Debit (where the Customer fails to complete the direct debit form a monthly surcharge of £5 ex vat shall be added to the charges). If the Customer fails to make any payment within 14 days of the date of invoice Customer Services UK Numbers Ltd T/A Selective Networks may require the Customer to pay all sums due under this Agreement on demand. The provision for interest on late payment will apply. 3.7 If the network provider exercises any right against Customer Services UK Numbers Ltd T/A Selective Networks to withhold or claw-back payments made by the network operator to Customer Services UK Numbers Ltd T/A Selective Networks shall be entitled to charge, claw-back or adjust payments, tariffs or discounts made or given by Customer Services UK Numbers Ltd T/A Selective Networks to the Customer to the extent that they are based upon payments from the network operator.
3.8 If any cellular connection is not being used for commercial purposes then Customer Services UK Numbers Ltd T/A Selective Networks shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that connection.
3.9 In the event that the Customer wishes to change its mobile services supplier after the relevant minimum term has expired, Customer Services UK Numbers Ltd T/A Selective Networks will arrange for the transfer of the telephone number to the new supplier providing that the customer has given the appropriate period of notice to terminate that supply and upon the payment of a reasonable administration fee and upon all sums due to Customer Services UK Numbers Ltd T/A Selective Networks under this Agreement being paid up to date, together with the payment of a deposit in respect of unbilled calls.
4. DATA SERVICES
4.1 Customer Services UK Numbers Ltd T/A Selective Networks shall provide the Data Services to the Customer according to the terms of the Agreement. A Minimum Term Applies.
4.2 Customer Services UK Numbers Ltd T/A Selective Networks may obtain telecommunication services from a carrier in order to supply the Data Services to the Customer. Customer Services UK Numbers Ltd T/A Selective Networks have the right to change the data provider at any time.
4.3 The Customer accepts that it may not be able to receive the Data Services due to certain technical restrictions. If such technical restrictions are discovered after the date of the Agreement, Customer Services UK Numbers Ltd T/A Selective Networks shall have the right to immediately terminate the Agreement in whole or in part without prejudice to any of its rights under the Agreement.
4.4 Customer Services UK Numbers Ltd T/A Selective Networks shall provide the Customer with the Data Services in exchange for the charges set out in this Agreement. Unless otherwise agreed in writing, the charges shall be payable monthly in advance from the start of the Minimum Term. Payment must be by Direct Debit and will be due 14 days after the invoice date (where the customer fails to complete the direct debit form a monthly surcharge of £5 ex vat shall be added to the charges). The provision for interest on late payment below will apply.
4.5 Any installation fees associated with the Data Services shall be payable within 14 days of the date of which they are invoiced.
4.6 All fees are subject to change from time to time in the event that the carrier increases its fees to Customer Services UK Numbers Ltd T/A Selective Networks. Details of any such increase shall be provided to the customer as soon as reasonably possible.
4.7 If the customer wishes to terminate the Agreement at the end of the minimum term written notice by recorded delivery must be provided to Customer Services UK Numbers Ltd T/A Selective Networks. Such written notice must be provided between 120 days and 90 days prior to expiry of the minimum term otherwise the data services shall continue for a further period of Customer Services UK Numbers Ltd T/A Selective Networks's minimum term (24 months) or if longer the minimum term stated on the Customer Order Form ("Rollover term"). During any subsequent term following expiry of the minimum term the same notice provisions apply to terminate the data services. If the Customer terminates the Agreement before the end of the Minimum Term or Rollover Term Customer Services UK Numbers Ltd T/A Selective Networks shall be entitled to charge the customer the charges that would have been payable for the balance of the Minimum Term or Rollover Term.
4.8 If the customer moves from the Site(s), Customer Services UK Numbers Ltd T/A Selective Networks shall be entitled to charge the fees that would have been payable by the customer for the balance of the Minimum Term. If the customer wishes to receive the Data Services at a new Site(s), it may be required by Customer Services UK Numbers Ltd T/A Selective Networks to start a new Agreement.
4.9 Nothing in the Data Services sections of the Agreement shall affect the parties' rights of termination or after termination in the general provisions of the Agreement.
4.10 Customer Services UK Numbers Ltd T/A Selective Networks may at any time change the data Services or any Equipment if it needs to do so to comply with any applicable safety or other statutory requirements; or where the change does not materially detract from the quality or performance of the data Services. Customer Services UK Numbers Ltd T/A Selective Networks will pay for any change to the Customer Services UK Numbers Ltd T/A Selective Networks Designated Carrier Network, data Services or Equipment made under this clause.
4.11 Any unlimited services provided are subject to a fair usage policy of 40gb per month. You will be liable to pay for any usage above this up to £2 ex vat per excess gb used.
4.12 If you are subject to a monthly data limit and you exceed this then you will be liable to pay for any usage above this up to £2 ex vat per excess gb used.
4.13 Customer Services UK Numbers Ltd T/A Selective Networks will always charge the customer a broadband disconnection fee of £45 ex vat.
5. SALES AND MAINTENANCE AGREEMENTS
5.1 The customer shall pay 40% or £500 ex vat (whichever is the greater) in respect to the order value on signing the Agreement and 60% on the installation date. Payment shall be due on receipt of the invoice.
5.2 Customer Services UK Numbers Ltd T/A Selective Networks will start on the Preferred Commencement Date. It will continue for the Minimum Term and then from year to year until terminated at any time by either party giving the other not less than 120 days written notice prior to the anniversary date such notice to be sent by Recorded Delivery.
5.3 The customer must pay all Customer Services UK Numbers Ltd T/A Selective Networks invoices for maintenance by direct debit within 14 days of the invoice date, which will be before the period of cover