



# M12 Solutions - Terms and Conditions of Supply of Network Services.

## 1. DEFINITIONS

The following terms used in these terms and conditions shall have the meanings given to them below: -

'Additional Charges' means any other charges not included in the Call Charges, which the Customer agrees, is liable to pay under this Contract such other charges being deemed part of the Price List for purposes of amendment.

'Call Charges' means the sums payable by the Customer for telephone calls made (or, as the case may be, for telephone calls received) by the Customer in using the Service and all other charges of a periodical nature made in pursuance of this Contract and to which the Customer has agreed.

'Call Credits' means any rebate payable to the Customer by M12 Solutions for telephone calls received (or, as the case may be, for telephone calls made) by the Customer in using the Service 'this Contract' means the contract for the supply of the Services which the Customer enters into with M12 Solutions and which includes these terms and conditions

'Credit Limit' means the credit limit agreed between M12 Solutions and the Customer in this Contract

'Customer' means the person or body corporate contracting M12 Solutions to supply the Service(s) under this Contract

'Equipment' means any equipment or products (including Single or Multi-line diallers, Call Logger or Bill and Call Analysis software) supplied by M12 Solutions to the Customer as part of the Service

M12 Solutions means Andrew Skispey, Arkelts Place Shaftesbury, Dorset SP7 0JA trading as M12 Solutions 6 Manor Court Barnes Wallis Road, Fareham Hants PO15 5TH.

'Maximum Notice' means the notice of termination so prescribed for the relevant Service

'Minimum Period' means the minimum period for the supply of the relevant service, where relevant.

'Numbers' means telephone numbers allocated to the Customer as part of a Service by M12 Solutions

'Prices' means the prices for the relevant Service as amended by M12 Solutions from time to time. '30 days' prior written notice shall be given to the Customer of any amendments in Charges

Rented Equipment means any equipment that remains the property of M12 Solutions which is provided for the customer's use.

'Service' or 'Services' means the supply, connection and provision of the services and equipment as indicated in this Contract

'Property' means the Customer's Property at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided

## 2. PROVISION OF THE SERVICE

M12 Solutions shall provide the Customer with the Services and the Customer shall pay the Call Charges and Additional Charges and M12 Solutions shall pay the Call Credits as appropriate

M12 Solutions does not warrant that the Services are or shall be provided continuously or that the Services are or will be free of any faults.

The Service shall be exclusive to M12 Solutions for network call charges associated with the lines specified in this agreement for the duration of the agreement.

The Service shall be exclusive to M12 Solutions for calls made from the site (s) outlined within this agreement except for calls which may occasionally require BT override. Other lines and calls are excluded where they are installed for Security and Fire protection.

M12 Solutions will connect customers when requested, without terms and conditions being signed by the customer. M12 Solutions terms will be provided by recorded post or via email with read receipt. Customers will then be provided with network services with the M12 Solutions Terms and Conditions effectively in place.

## 3. EFFECTIVE DATE AND TERM

This Contract shall have full force and effect from the date on which the Customer signs this Contract or commences service, which ever is the later. This agreement, subject to condition 9 shall continue to be in full force and effect for a Minimum Period of twelve months and shall continue for a subsequent 12 months, unless and until terminated by either party giving to the other not less than 42 days notice in writing.

## 4. CUSTOMER'S ADDITIONAL OBLIGATIONS

The Customer undertakes to comply with all reasonable instructions given by M12 Solutions relating to the Service and not to use the Service for any purpose which is improper, or in any manner which constitutes a violation or infringement of any act or regulation or of any duty or obligation of M12 Solutions, statutory or otherwise, to any third party

The Customer undertakes to notify M12 Solutions immediately the Customer discovers or becomes aware of the possibility of any fault in any of the Services

The Customer warrants that this contract is entered into in the course of the Customer's business and not for a private individual.

The Customer undertakes to give over to M12 Solutions free of charge and in full co-operation any information reasonably required by M12 Solutions in order to fulfil its obligations under this Contract

The Customer shall give permission to enable access by M12 Solutions or its nominees representatives or agents to any Property where such access is reasonably required by M12 Solutions in order to fulfil its obligations under this Contract

Should the Customer demand that access given in accordance with condition 4.5 falls outside normal working hours then the Customer shall reimburse M12 Solutions for any reasonable extra expense incurred in complying with such request.

The Customer will return any rented equipment to M12 Solutions upon request upon the agreement concluding, or the equipment no longer being required.

## 5. EQUIPMENT

Where M12 Solutions is supplying Equipment to the Customer as part of the Service, any specified delivery date shall be treated as an estimate only and shall not be a term of this Contract. M12 Solutions accepts no liability for failure to meet any delivery date.

Wherever necessary M12 Solutions or its nominee representative or agent shall install the Equipment at the Property. M12 Solutions shall not be liable for any loss, damages or expenses due to any installation or programming, including reprogramming of least cost routing software, if carried out by person other than its nominee representative or agent

The Equipment shall at all times remain the property of M12 Solutions. The Customer shall not let, sell, charge, assign, sub-license, allow use by a third party or, or otherwise encumber the Equipment in whole or in part in any manner whatsoever and shall not prejudice M12 Solutions's rights in such Equipment in any way

The Customer shall be responsible for the Equipment whilst it is in the Customer's custody and shall notify M12 Solutions immediately of any faults, which occur, any repairs, which become necessary or of any loss or damage to the Equipment. The Customer shall indemnify M12 Solutions against any loss or damage to the Equipment

Subject to condition 4.6, M12 Solutions will use its reasonable endeavours to carry out all repairs to the Equipment, which become reasonably and properly necessary to maintain the Service, during normal working hours and without charge to the Customer but M12 Solutions reserves the right to carry out repairs to the Equipment outside normal hours (Customers demanding out of hours service are dealt with in the general right of entry at condition 4.6)

The Customer undertakes not by itself, its agents or its servants or otherwise to carry out any repairs, alterations, modifications or maintenance or make any additions or attachments to or otherwise alter the Equipment without the prior consent of M12 Solutions

M12 Solutions shall not be responsible for faults arising or repairs necessary where such faults arising or necessity of repairs results from: -

Breach of condition 5.6 above;

The Customer's negligence or default;

Failure by the Customer to use the Service in accordance with this Contract or any reasonable or necessary introduction by M12 Solutions;

Any act, omission or fault associated with a telecommunications system other than that of M12 Solutions; or

Any other circumstances outside the control of M12 Solutions prevent the continuing supply of the Service including, but not limited to, any licence held by the Customer ceasing to be valid

The Customer shall be responsible for obtaining and, where appropriate, paying for all necessary licences, consents and approvals required by third parties and for the installation and use of Equipment

The Customer undertakes that any telecommunications equipment supplied or used by the Customer in conjunction with the Equipment is in good working order and complies with all applicable legislation and standards.

Any programming or the local exchange to set up CPS for the customer will be carried out by a third party (typically BT). Any issues with this should be raised to BT directly by calling 152 (business helpline).

All completion dates issued by M12 Solutions Limited are estimated only and we will not be held liable for any costs incurred should the timescales not be met.

## 6. PAYMENTS

The Customer undertakes to enter into a monthly payment agreement with M12 Solutions for the payment of the Call Charges

Unless otherwise agreed, the Customer shall be invoiced monthly in arrears in accordance with the billing cycle notified to it by M12 Solutions for all Call Charges under this Contract plus value added tax. Time of payment of all sums due to M12 Solutions under this Contract shall be of the essence. If payment in full is not received by M12 Solutions by the due date, M12 Solutions shall be entitled at its sole discretion: -

To suspend the Service forthwith until payment in full has been received including any interest payable under condition 6.2.2 below; and

Notwithstanding condition 6.2.1, to charge daily interest on the amount due at the rate of 3% per month on any unpaid overdue balance until such amount is paid in full. In the event that the Customer's invoice/statement shows a credit in any one month payment of that credit will be made by cheque and sent to the Customer's usual business address no earlier than 4 weeks after the date of invoice/statement and no later than 3 months after the date of invoice/statement. Upon receipt of a credit statement the Customer is to send an invoice for the sum stated to M12 Solutions for payment.

If the Customer's Call Charges exceed the Credit Limit the Customer's Services may be suspended and M12 Solutions shall have the right to demand immediate payment of the full amount owing including any money in excess of the Customer's usual business address no earlier than 4 weeks after the date of invoice/statement and no later than 3 months after the date of invoice/statement. Upon receipt of a credit statement the Customer is to send an invoice for the sum stated to M12 Solutions for payment.

M12 Solutions will use its reasonable endeavours to give Customers advanced warning of a breach of their Credit Limit during any particular month, however, M12 Solutions gives no warranty or assurance that it will ensure that such a warning shall be given.

All Call Charges payable under this Contract shall be calculated by reference to data recorded or logged by M12 Solutions or their nominee and not by reference to data recorded or logged by the Customer

M12 Solutions shall charge an Extra Charge for any Equipment supplied to the Customer in the event that this Contract is terminated for any reason (other than breach of this Contract by M12 Solutions) within the Minimum Period.

All charges relating to any number provisioning shall be payable in advance of this service being provisioned unless otherwise agreed in writing.

Any other charges shall be payable within the strict timescales laid out in the side agreement applicable for such services.

M12 Solutions reserve the right to amend any prices within this agreement, inline with changes within the telecommunications industry, giving no less than 30 days notice.

A minimum monthly charge of £10 plus VAT shall be applicable on all accounts.

All payments from the customer should be via Direct Debit unless stated in writing by M12 Solutions Limited and attached to the acceptance document.

## 7. LIABILITY AND INDEMNITY

Subject as expressly provided in this Contract all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law

The Customer expressly affirms that it is not relying on any warranty, condition or representative not contained in this contract

M12 Solutions's entire liability and the Customer's sole remedies in respect of any Default (defined in condition 7.3 here) shall be set out in this condition 7. The Customer's remedies against M12 Solutions for any Default shall be limited to damages

Subject only to condition 7.4, M12 Solution's aggregate liability to the Customer for damages in respect of negligence, breach of contract, tort, misrepresentation or any other legal liability in connection with or related to the subject matter of this Contract ('Default') shall in no circumstances exceed £1,000 in respect of any one incident or £2,000 in respect of a series of incidents arising from a common cause whether successive or concurrent

M12 Solutions does not exclude or limit liability for death or personal injury arising from negligence of M12 Solutions, their employees, agents and authorised representatives

In the event of any failure in the Service which, using its reasonable endeavours M12 Solutions could not have prevented, M12 Solutions shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its voice and/or data traffic, as applicable, to another carrier

M12 Solutions will only accept liability for direct damage to the Customer's physical property where such damage results from the proven negligence of M12 Solutions in the performance of this Contract up to a limit of £1,000 in respect of one incident or £2,000 in respect of a series of incidents arising from a common cause whether successive or concurrent

Subject only to condition 7.4, M12 Solutions shall not in any event be liable for any indirect, consequential, incidental or special damages or any loss of profits, revenue, goodwill or anticipated savings whether sustained by the Customer or any other party even if advised of the possibility of such loss or damages.

The Customer agrees to indemnify and hold harmless the Wholesale Provider and its parent, subsidiaries, affiliates, officers and employees from any claim or demand whatsoever, including any made by a third party, arising out of the User's use of the Service or any interference with the Intellectual Property Rights. The customer agrees not to hold the Provider or the Wholesale Provider or its parent, subsidiaries, affiliates, officers and employees responsible for any direct or indirect damage resulting from the use of the Service, in any manner, but not limited to: the use or impossibility to use the Service, confidence in information obtained through the Service, errors and omissions, defects, viruses, delays in transmission, interruption of Service or loss of data. Further the Provider and the Wholesale Provider disclaims, and the User agrees, any responsibility for the performance of its messaging, or telephones Services, and any other internet sites accessible through the Service.

## 8. CUSTOMER LIABILITY

The Customer undertakes to indemnify and hold harmless M12 Solutions and its wholesale providers against all liabilities, claims, damages, losses, costs and proceedings arising in connection with the Customer's breach of its undertakings under this Contract (including but not limited to undertakings under conditions 3 and 4 hereof).

## 9. TERMINATION

Without prejudice to the rights of the parties under this Contract, either party may terminate this Contract forthwith in the event that:

The other party is in default in its performance or observance of any of its obligations under this Contract or any other agreement between the parties and, in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non-defaulting party in its written notice to do so; or

An interim order is applied for or made, a petition for a bankruptcy order is made or a voluntary arrangement is approved or an administration order is made, or a receiver is appointed in respect of any of the other party's assets or a resolution or a petition to wind up the other party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle a Court or a creditor to appoint a receiver, an administrative receiver or an administrator, or to present a winding up petition or obtain a winding up order

Without prejudice to its other rights, M12 Solutions shall have the right to terminate this Contract forthwith in the event that: -

The Customer fails to make any payment when it becomes due;

The provider of the Services ceases to hold a licence granted to it pursuant to section 7 of the Telecommunications Act 1984, or any other requisite licence;

The Customer fails to use the Service for at least three months - after the minimum period has elapsed; or

Any other circumstances outside the control of M12 Solutions prevent the continuing supply of the Service including, but not limited to, any licence held by the Customer ceasing to be valid

If the Agreement is terminated by either party for any reason then all sums due under this Contract shall become immediately due and payable by the Customer

In the event of termination of this Contract by either party for any reason, including if the Customer fails to give notice of termination in writing, M12 Solutions shall be entitled to recover from the Customer all Equipment or the cost thereof as appropriate, including but not limited to the cost of removing the Equipment from the Property, and except in the event of termination by the Customer under condition 9.1 above all liabilities, claims, damages, costs, losses and expenses incurred by M12 Solutions.

In the event of M12 Solutions ceasing trading, in order to guarantee continuity of service, Opal telecom have the right to place all existing network customers with an appropriate alternate reseller. The full force and all the rights to this contract will remain in place and be transferred to new providers or reseller.

9. SUSPENSION OF SERVICE

Notwithstanding conditions 6.2 and 9 above, M12 Solutions may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that: -

The Customer is in breach of any term of this Contract

The Customer delays necessary or pre-arranged maintenance or prevents it from being carried out; or

The Customer is suspected, in M12 Solution's reasonable opinion, or involvement with fraud or attempted fraud in connection with the use of the Service of this Contract.

## 10. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

All intellectual property rights subsisting in the Numbers shall remain the property of M12 Solutions or its licensor. M12 Solutions grants to the Customer a non-exclusive and non-transferable licence to use the Numbers provided that at the termination of this Contract any extra Intellectual Property which may have accrued in the Numbers (which shall include any goodwill) shall be deemed to be assigned to M12 Solutions or its licensor

M12 Solutions will use its reasonable endeavours to ensure that any software which forms or is part of the Equipment provided by M12 Solutions shall remain the property of M12 Solutions or its licensor. M12 Solutions grants to the Customer a non-exclusive and non-transferable licence to use the software in or which forms or is part of the Equipment solely for the operation of the Equipment pursuant to this contract

On termination of this Contract for any reason, any software licence granted to the Customer under this Contract will terminate forthwith. The Customer agrees that it will return or destroy, at M12 Solution's request, and erase all copies thereof from its computer equipment, the software that forms the Equipment or part thereof. On request by M12 Solutions the Customer will certify that it has complied with the provisions of this clause 11.3. The Customer shall not reproduce, own nor allow any third party to use, nor modify the software.

M12 Solutions does not warrant that any software supplied to it forming the Equipment will not be copied, disclosed or used except for the purpose for which they are supplied, without the prior written consent of M12 Solutions. The Customer shall ensure that its employees comply with the obligations of this clause 11.6.

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the Customer the maximum period of notice in writing thereof practicable in the circumstances

13.6 The Customer shall notify M12 Solutions no less than 30 days written notice (or such other notice as may be agreed between parties from time to time) in the event that an above average increase in the usage in any part of the Service is likely to occur, for example due to, including but not limited to a promotional campaign through radio, TV or print media. M12 Solutions shall have no liability whatsoever to the Customer in respect of any failure by M12 Solutions to deliver any part of the Service should notice not be given by the Customers in accordance with this.

**Duly Agreed by the parties:**

**M12 Solutions**      **Signed**  
8 Manor Court, Barnes  
Watts Road, Farnham.

SIGNED FOR ON BEHALF OF M12 SOLUTIONS.

PO18 5TH  
Name \_\_\_\_\_ Date \_\_\_\_\_

**The Customer**      **Signed**

Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_

Postcode \_\_\_\_\_

