



Corporate Account Terms and Conditions

THIS AGREEMENT is made the

BETWEEN:

- (1) **V4B COMMUNICATIONS LIMITED**, a company incorporated in England and Wales with registered number 6779693 whose registered office is at Communications House, 26 York Street, London, W1U 6PZ (“V4B”); and
- (2) (“Customer”)

This agreement sets out terms and conditions under which V4B will provide telephony services (the "Services") to you, the Customer. By using V4B you agree to the following terms and conditions:

WHEREBY IT IS AGREED as follows:

1. Definitions

1.1. In this Contract unless the context otherwise requires:

<i>Expressions</i>	<i>Meanings</i>
“ADSL”	means the ADSL Broadband service provided by V4B;
“ADSL charge”	means the monthly fee payable for the ADSL currently £23.50 per month excluding VAT;
“Call Charges”	means the amounts payable by the Customer to V4B in respect of the use of the telephony services provided at the current Rates;
“Commencement Date”	means the date the contract is signed by V4B or the date that the telephone numbers are transferred to V4B;
“Contract”	means this agreement and any Schedule(s) hereto as the same may be amended, modified or supplemented from time to time in accordance with these provisions;
“Number Rental”	means the amount payable per month for the rental of each telephone number provided by V4B, currently £ per month;
“Rates”	means the prices set out in schedule B, excluding VAT, as amended from time to time by V4B;
“Trademarks”	means the trademarks owned by V4B and used with the Services.

2. Duration

- 2.1 This contact commences on the Commencement Date
- 2.2 The Contract is for a minimum period of one year and then continues until terminated by either party in accordance with clause 9
- 2.3 The Customer makes no commitment to use the telephone services during the life of the contact

3. Charges

- 3.1 V4B will charge the Customer for voice calls in accordance with the Rates.
- 3.2 There is a minimum charge of 2 pence per call. Services are billed in 1 second increments. Call charges are rounded up to the nearest penny.
- 3.3 The Customer accepts that any supply of Services to any person making telephone calls from the telephone numbers nominated by the Customer is deemed to be authorised by the Customer and that the Customer must pay any charges arising out of that use.
- 3.4 V4B may vary the Rates by giving the Customer 1 months notice

4. Payment

- 4.1 V4B will invoice the Customer at the end of each calendar month for the months Call Charges; the following months ADSL Charge and the following months Line Rental;
- 4.2 The Customer will pay the invoices in full within 21 days of the invoice date.

- 4.3 The Customer must inform V4B within 10 working days of the invoice date of any queries on the invoice.
- 4.4 V4B may charge interest on any overdue amount payable from the due date until payment (whether before or after judgement) at the rate of 4 percent per annum, above the base rate of Lloyds TSB Bank Plc from time to time.
- 4.5 V4B may suspend the Services if invoices remain unpaid at the due date. In the event that the Customer fails to pay by the due date, V4B may require a deposit from the customer prior to resumption of the Services. The deposit will be refunded on termination, or earlier at the discretion of V4B, subject to payment of all outstanding amounts by the Customer.

5. Use of Telecommunication Service

- 5.1 The Customer authorises V4B to request to transfer the nominated telephone numbers to V4B in accordance with instructions from V4B at the locations listed in schedule A
- 5.2 Services are made available to the Customer on condition that the Customer does not use the Services in any way or for any improper, immoral, offensive, fraudulent, illegal or unlawful purpose or for any purpose prohibited by law.
- 5.3 The Customer agrees to indemnify V4B against any claims, losses, damages, costs, liabilities and expenses (including, without limitation, legal costs and expenses) resulting from any improper, immoral, offensive, fraudulent, illegal or unlawful actions in relation to the Services provided to the Customer whether engaged in by the Customer or any other person using the Services.
- 5.4 The Customer agrees that it will not use the Services for any unlawful purposes such as making any offensive, indecent or hoax telephone calls or allowing other persons to do so or using the services fraudulently or in connection with a criminal offence. The Customer will not falsify or use the Services to transmit or intercept any voice, data or e-mail messages or use the service to in any way that may cause detriment or harm to any communication system. The Customer will comply with all reasonable instructions provided by V4B in relation to the Services and will fully indemnify V4B against any expenses, liabilities, losses, costs (including legal costs), action, claims, damages or liabilities howsoever incurred by V4B as a result of the Customers breach of this agreement.

6. Liabilities

- 6.1 V4B does not exclude or restrict its liability for death or personal injury caused by its negligence or that of its agents, or for any liability arising under Part 1 of the Consumer Protection Act 1987 and nothing in this clause 7 limits or restricts this liability.
- 6.2 V4B will not be liable to the Customer either in contract or tort (including negligence) or otherwise for any damage, cost or expense, loss of or corruption of data, loss of profits or production, loss of operational time, goodwill, contracts or anticipated savings or any indirect or consequential loss caused by the interruption, delay, suspension, non-delivery, caused by the interruption of the Services, negligence on the part of V4B or any event beyond V4B's control including the act of any network operator, V4B agent or contractor or third party.
- 6.3 Subject to clause 6.1 V4B:
 - 6.3.1 make no warranties, conditions, guarantees or representations as to quality or fitness for a particular purpose of the Services or other warranties, conditions, guarantees or representations whether express or implied, oral or in writing, except as expressly stated in this Contract; and
 - 6.3.2 V4B shall not be responsible for any delay or failure to carry out its responsibilities under this Contract for reasons beyond its reasonable control, including for example acts of God, exceptionally severe weather, industrial disputes, failure or shortage of power supplies, act of terrorism or riot, war, default or failure of a third party (including any network operator or service provider) or their telecommunications systems, or government actions.
- 6.4 Subject to the limitations in this agreement V4B's total liability to the Customer shall be limited to the £25,000 for any one incident and £50,000 for all incidents in any 12 month period. The Customer agrees that the limitation of liability in this agreement is appropriate.
- 6.5 If any part of these terms and conditions is unenforceable (including any provision in which V4B excludes its liability to you) the enforceability of any other part of these terms and conditions will not be affected.

7. Breaches of Contract

- 7.1 Either party may terminate this contract immediately, on notice if the other;
- 7.1.1 commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within 21 days of written notice to do so; or
 - 7.1.2 commits a material breach of this contract which cannot be remedied; or
 - 7.1.3 is repeatedly in breach of this contract; or
 - 7.1.4 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 goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over the assets
 - 7.1.5 If either party delay. The laws of England and Wales apply to this contract on 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;

8. Termination

- 8.1 Following the minimum period, either party may terminate the Contract for any reason by giving 30 days written notice.
- 8.2 Upon termination all unpaid invoices and services not invoiced become payable immediately.

9. Notice

- 9.1 Notice given under this Contract must be in writing and may be delivered by hand or sent by pre paid post to.

9.1.1 To the Customer;

9.1.2 To V4B: V4B Communications Ltd
 Communications House
 26 York Street
 London
 W1U 6PY

10 Variation of Terms and Conditions

- 10.1 V4B may from time to time change the terms and conditions of this Contract. V4B will publish details of any changes on its website or directly to the Customer as soon as possible and in any event not less than 1 month before any change is due to take effect.

11 Third Party Rights

- 11.1 A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Contract but this does not affect any rights or remedy of a third party which exists or is available apart from that Act.

12 Assignment

- 12.1 The Customer cannot assign this Contract without the written permission of V4B.
- 12.2 V4B may assign this Contract to a third party provided the Rates are in line with the current Rates charged by V4B.

13 Whole Agreement

- 13.1 This Contract represents the entire agreement between V4B and the Customer. All other prior or contemporary written or oral agreements, understandings, communications or practices shall be superseded and of no effect.

14 Jurisdiction

- 14.1 The laws of England and Wales apply to this Contract.

SIGNED for and on behalf of **V4B COMMUNICATIONS LIMITED**

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Name.....

Date.....

SIGNED for and on behalf of The Customer

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Name.....

Date.....

