

## SERVICE AGREEMENT FORM

Contact Name:..... Company Name:.....  
 Billing Address:.....  
 ..... Postcode:..... Company Registration Number:.....  
 Tel:..... Fax:..... Email:..... Mobile:.....

PRODUCTS/SERVICES ORDERED (PLEASE TICK)    NEW LINES     CALLS ONLY     CALLS & LINE RENTAL     MOBILE PHONES     PHONE SYSTEMS

Telephone Number (if CPS) / Type of NGN (0870, 0845...)	Type of line/ number to direct to (if a NGN)	Connection Charge	Monthly Line Rental/ Service Charge	Total payable now (NGN only)Charge
		£	£	£
		£	£	£
		£	£	£
		£	£	£
		£	£	£
		£	£	£
		£	£	£
		£	£	£

SELECT SERVICES FORM COMPLETED     BT BILL ATTACHED (IF APPLICABLE)     MIGRATION LETTER ATTACHED (IF APPLICABLE)

<b>OFFICE USE ONLY</b> Your Premier Call Rates/Rebates						Sub total	£	
							VAT	£
							<b>Total now due</b>	£

UK Local:	NGN Rate:	Special Instructions
UK National:	NGN Rebate:	
UK Mobile:		

### THIS DIRECT DEBIT FORM MUST BE COMPLETED



**ORIGINATORS IDENTIFICATION NUMBER**

**Instruction to your Bank or Building Society to pay Direct Debits.**

**1. Name and full postal address of your Bank or Building Society branch**

To: The Manager Bank or Building Society  
 Address: \_\_\_\_\_  
Post Code: \_\_\_\_\_

**2. Name(s) of account holder(s)**

\_\_\_\_\_

**3. Branch sort code**  
(from the top right and corner of your cheque)

-   -

**4. Bank or Building Society account number**

Banks or Building Societies may not accept Direct Debit Instructions for some types of account.

**5. Reference number (FOR OFFICE USE ONLY)**

\_\_\_\_\_

**6. Instruction to your Bank or Building Society** Please pay Premier Telecom Ltd. Direct Debits from the account detailed in this Instruction. I understand that this instruction may remain with Premier Telecom Ltd. and if so, details will be passed electronically to my Bank/Building Society account.

**Signature(s)** \_\_\_\_\_   
 Date:    /    /

**THE DIRECT DEBIT GUARANTEE**

This Guarantee is offered by all Banks & Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme are monitored and protected by your own Bank or Building Society. If the amount to be paid or the payment dates change, Premier Telecom will notify you 10 working days in advance of your account being debited or as otherwise agreed. If an error is made by Premier Telecom Ltd. or your Bank or Building Society you are guaranteed full and immediate refund from your branch of the amount paid. You can cancel and Direct Debit at any time by writing to your Bank or Building Society. Please forward a copy of your letter to us.

**1/we have read and accept the terms and conditions overleaf:**

Signed..... Name of signatory.....  
 Position..... Date...../...../.....

**PLEASE COMPLETE & RETURN TO PREMIER TELECOM LTD, 253 ALCESTER ROAD SOUTH, BIRMINGHAM, B14 6DT**  
 T: 0330-124-2650 E: info@premiertelecomuk.com W: www.premiertelecomuk.com

# TERMS & CONDITIONS FOR TELEPHONE SERVICES

## TERMS AND CONDITIONS FOR PREMIER TELECOM SERVICES

### 1. DEFINITIONS & MEANINGS

“Agreements” means the legally binding agreement between the Customer and Premier Telecom Ltd made up from the Service Agreement Form, these terms & conditions and Supplement Conditions.

“Cail Costs” means the cost of calling the Customers Telephone Nurnber(s),

‘Charges’ means the Price, the Connection Charge, the Service Charge, the all Costs and any other sums which the Customer must pay under this Agreement,

“Connection Charge” means the amount the Customer must pay for having a Service connected to the Network. “Customer” means the person, firm or corporation specified in the Service Agreement Form. “Service Agreement Form” means the form specifying the Service to be provided to the Customer by Premier Telecom Ltd. “Networks means the public telecommunications system run by the Network Operator and used by Premier Telecom to provide the services.

“Network operator means the organisation running the network.

“Password” means any code word or number unique to the customer allocated for the purpose of identifying a Customer, including but not limited to any personal identification number “Price” means the price a customer must pay for the service as “Service charges’ means the amount the customer must pay at regular intervals for access to the Service(s) as specified in the Service Agreement Form.

“Senlice Provider” means any third party used by Premier Telecom to provide the Service(s) but excluding a Network Operator, “Services” means all telecommunications services, intern& services and any other services to be supplied by Premier Telecom under this Agreement as specified in the Customer Agreement Form or otherwise agreed by the parties from time to time.

“Supplemental Conditions” means any further conditions or limitations to the use of the Serme(s) contained in any information brochure or other document referred to in the Service Agreement Form\_

### 2. INTERPRETATION

In these terms & conditions:

1, Words denoting the singular include the plural and vice versa.

2, Words denoting persons include natural persons, bodies, corporate, ernincorporated associations and partnerships,

3. Fieferences to any statute or statutory provision includes amending legislation.

4. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

### 3. AGREEMENT

Premier Telecom agrees to supply the Services to the Customer subject to these terms and conditions.

### 4. DURATION

This Agreement shall commence on the date specified in the Service Agreement form and shall continue (subject to the to provisions set out above) for a rnrinOrnurn period of 36 months unless stated otherwise on the agreement\_

### 5. CANCELLATION/TERMINATION

1. Premier Telecom may cancel this Agreement at any time before the Services are activated.

2. If the Agreement is cancelled under this clause Premier Telecom will repay the Charges to the Customer.

3. Prerriier Telecom may suspend the service in whole or in part or disconnect the Service at any time (without being liable to compensate the Customer in any way) if: the

Telecommunications network or any pert of it breaks down or requires modification or maintenance, or if any third party providing the seneces to Premier Telecom for any reason fails or is unable to or is unwilling to continue to (for any reason) provide the Service(s), or if the customer ls in breach of the terms of this Agreement, or any other agreement with Premier Telecom or exceeds (or is reasonably believed by Premier Telecom to have exceeded) any financial limit imposed under this Agreement, or the Customer acts in such a way that in the reasonable opinion of Premier Telecom the operation of the services or any part of the Telecommunications may be jeopardised or impaired.

4. The Customer remains liable for all charges during the period of suspension

5. Premier Telecom reserves the right to charge £50 for each reconnection of any service in circumstances where a Service has been disconnected due to non or late payment of services provided. 6. It is the Customer’s sole resp-onsibility to ensure they are not currently under contract prior to the transfer of any services to Premier Telecom. If the Customer wishes to cancel any service with Premien-Telecom within the first month after transfer due to existing contractual terms. then Premier Telecom are entitled to charge an administration fee of £100 as well as bill the Customer for any services utilised within this period.

7. Any Customer wishing to cancel their Agreement with Premier Telecom must give one month written notice. An early termination charge of £395 in addition to the outstanding balance for service charges will be incurred to cancel the Agreement at any time during the contract period, This charge will be added to the Customers final bill and be subject to the normal terms and conditions relating to payment. Any customer who resigns to Premier Telecom up to 3 months after cancelling their Agreement will not have to pay any Connection Charges,

8. Premier Telecom may terminate any of the Service(s) by giving at least 14 days prior written notice to the Customer to expire at any time. If the Customer wishes to terminate the Agreement once signed, the Customer remains liable for any recurring charges including any equipment hired charges for the remainder of the contract.

9. After the expiry of the ‘initial term’ this contract will be automatically renewed on a 3 years basis unless either of the party gives the other written notice of termination not less than one month notice prior to the completion of the ‘initial term’, You will be liable to pay for a whole month in the event that you fail to provide a full month notice\_

10. If you relocate premises. you may have to pay Premier Telecom for the remaining term of your contract with us as your Service(s) relates most of the time to a spedfic telephone line and number, it is not always transferable. If you require further information. contact us.

### 6. CUSTOMER RESPONSIBILITIES

1. The Customer shall not use the Services or permit the Services to be used:

a. For any improper, immoral, fraudulent or unlawful purpose;

b. For the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing character;

c. In a manner which infringes the rights of any third party;

d. In a manner which may injure or damage any person or property or cause the quality of the Services to be impaired.

2. The Customer shall not obtain or attempt to obtain the Services by any device with intent to avoid payment.

3. All Premier Telecom Customers must keep secure and use all security passwords. Failure to do so may result in denial to private account details, This inciudes access to the billing website www.premiertele.co.uk

4. The Customer shall not advertise any Telephone Number in or on a public to or telephone box.

5. The Customer shall comply with aPl reasonable instructions issued by Premier Telecom from time to time in relation to the Services.

6. The Customer must:

a. Obtain, maintain and pay for any equipment and other services required for Premier Telecom to provide the Customer with the Services,

b. Ensure that any such equipment and/or services conform at all times with all applicable laws and regulations.

c. The Customer must immediately give Premier Telecom written notice if it changes its name or address or if there is any change to the details or conditions of the direct debit or payment card account by which the Customer pays the charges,

d. The Customer shall notify Premier Telecom in writing of any period in which (and the extent to which) any telephone number(s) is likely to receive high volumes of simultaneous calls, such notice must be given at least 14 days in advance to enable Premier Telecom to notify the relevant Telecommunications system operator pursuant to the terms of Premier Telecom’s Agreement with that operator.

7. Premier Telecom will use all reasonable endeavours to supply your Sentjce within the indicated time frames al order placement. We cannot however guarantee the install date as we and all other providers in the UK rely on third party’s to provide constituent parts of the Service. Any changes in installation date will be provided to the Customer at the earliest possible occasion.

### 7. INDEMNITY

The Customer agrees to indemnify Premier Telecom against all liabilities, claims, damages, losses, expenses and proceedings arising from or in any way connected with any breach of this Agreement by the Customer. This condition will survive termination of this Agreement.

### 8. SUPPLY OF THE SERVICES

1. Premier Telecom shall use all reasonable endeavours to provide the Services to the Customer.

2. It is technically impracticable to provide the Services free of faults and Premier Telecom does not undertake to do so although Premier Telecom shall use reasonable endeavours to provide reFiable Services.

3. Premier Telecom will endeavour to provide the specific Service requested and to connect the Service to the Network but cannot guarantee it will be possible to do so and does not warrant or represent that it can do so.

& Requests for additional Select Services to be installed will be carried out within 5 working days.

5. Premier Telecom may for statutory, regulatory or technical requirements change any codes or the Telephone Number(s) allocated to the Customer provided it shall give as much notice as is reasonably practicable.

6. Premier Telecom may suspend the provision of the service:

a. If the Customer fails to comply with any of these terms and conditions.

b. If the Customer fails to pay any sum due to Premier Telecom by the due date (under this Agreement or otherwise) or a direct debit Instruction is cancelled or refused.

c. if the Customer exceeds any monthly financial limit imposed by Premier Telecom.

d. If Premier Telecom or the Network Operator or the Service Provider suspects that the Services are being used illegally.

e. If Premier Telecom cannot make contact with the Customer through the address or telephone number provided.

f. For the maintenance or repair of the Network.

g. Please do not advertise or print your numbers until connected, tested and confirmed.

7. Premier Telecom may transfer all Its rights and obligations under this Agreement:

### 9. CHARGES AND PAYMENTS

1. The Customer shall pay to Premier Telecom the Charges, plus VAT

2. Should the Customer choose to pay for the services other than Direct Debit Premier Telecom reserves the right to charge an additional manual billing fee providing Premier Telecom gives the Customer notice of such charge.

3. Payrment is due when the Customer receives the bill, If payment is not made by the due date Premier Telecom may cancel or suspend the services and charge interest on all sums outstanding at the rate of 5% above the base rate of Lloyds Pic. The interest rate used will be applied from the bill date to the date of actual payment. If a Customer wishes to dispute any charges on the bill such dispute must be notified in wnting to Premier Telecom within 14 days of the date of the bill. failing which the Customer shall be deemed to have accepted the correctness of the bill.

4. Premier Telecom reserves the right to charge £35 plus VAT for each Direct Debit /cheque payment that fails to process automatically, Premier Telecom accepts no responsibility for charges incurred as a result of inaccurate information given by the customer in relation to bank and account details.

5. The cost of the Services is determined by the Telecommunications system operator and not Premier Telecom and wirl be subject to change in cost and rate at any time without notice.

6. The Customer must rely on their own information as to the call charges to make a call to the numbers/services supplied overleaf which are charged by the public switched network operators, and the customers to inform their callers thereof.

### 10. Premier Telecom’s LIABILITY

1. Premier Telecom accepts liability without limitations to death or personal injury resulting from its negligence and, where the Customs: is a consumer (as defined in section 12, Unfair Contracts Terms Act 1977) for any breach by it of any obligation Implied by statute to use reasonable skill and care in the proves on of the services, Premier Telecom also accepts liability up to a maximum of One Thousand Pounds (£1,000,00) for direct physical damage to or loss of property resulting from its negligence.

2. The Customer must notify Premier Telecom of any such claim as reasonably practicable and in particular. within ten days of suffering any alleged physical damage to or loss of property. The Customer must fully cooperate with Premier Telecom and provide all necessary information required by Premier Telecom to consider a claim.

3. The Customer acknowledges that Premier Telecom cannot reasonably foresee the consequences to the Customer of any difficulties in the use or operation of the Services and therefore the Customer agrees that this clause 10 specifies Premier Telecom’s entire liability to the Customer (including liability for negligence). Except as provided above, Premier Telecom shall not be liable for any loss, damage or injury to the Customer whatsoever direct or indirect, consequential or contingent and whether foreseeable or not\_ Without limiting the foregoing Premier Telecom shall not be tiable for any financial loss of business, profit. suing, revenues, use or goodwill.

All other statutory. express implied or collateral terms and conditions or warranties are negated and excluded to the fullest extent permitted by raw, 4. The Customer is required to indemnify Premier Telecom in respect of any claims, costs and legal fees incurred by Premier Telecom as a result of the Customers breach of this Agreement\_

### 11. GENERAL

1. This Agreement is the complete and exclusive statement of the Agreement between Premier Telecom and the Customer. It supersedes all understandings or prior arrangements whether oral or written, and a representations or other communications between the Customer and Premier Telecom\_

2. Premier Telecom cannot be held responsible for any false or misleading information given by any dealer, agent or any other representative or intermediary.

3. Premier Telecom or its agents cannot be held responsible for any alphanumeric interpretatron of number combinations\_ Any such derivations are the sole responsibility of the Customer, Telephone keypads increasingly conform to European Standards. however, not air keypads conform to this Standard\_

4. Premier Telecom may vary the terms and conditions of this Agreement if Premier Telecom considers that changes to legaisations. statutory instruments or other governmental regulations or license make it desirable, and Premier Telecom may vary its charges at any time and give 14 days notice thereof to the Customer. The Customer may not assign or try to assign any or all of the rights and responsibilities under this Agreement but Premier Telecom may assign any or all of Premier Telecom’s rights and obligations without the Customers consent.

5. Premier Telecom may port any Service(s) to another or any telecommunications system operator if and when it seems fit, the Customer hereby agrees the Customer shall have no objection in this regard whatsoever,

6. Payphone levy: some Service Providers like BT make a surcharge for calls originating from their pa phones to 0800 freephone services. This levy gets charged to Premier Telecom for any service provided via Premier Telecom and consequently these extra levies will be passed on to the 0800 number holder(s).

7. All usage charges will be calculated by data supplied by the telecommunications system operator and not by any data supplied by the Customer.

8. All mobile phone customers of Premier Telecom are subject to the Terms and Conditions imposed by the relevant mobile network operator. Premier Telecom accepts no responsibility for any aspect of service provided by the networks\_

### 12. TRANSFER OF SERVICES

1. If on entering this agreement you transfer a service from another service provider to Premier Telecom you will be responsible for any charges imposed by the other provider including any cancellation charges or fees which continue to be due to that other provider for- the remainder of any contract you have with that other provider.

2. In most circumstances you can transfer your service to another provider (subject to the terms of this agreement regarding termination and the initial term); this may not be seamless and could in certain circumstances require that your current service ceases prior to your new service going live. This would result in a loss of connectivity for an unspecified period, You may be charged for transferring your service to another service provider by Premier Telecom and also by the other provider. The cost of transfer depends on the type of service.

Any service is not transferable without the express written confirmation by the current Customer on this Agreement on company letterhead.

2. The Customer agrees to the disclosure to any telecommunications company, debt collection agency, credit reference agency, security agency, or financial institution, of any information relating to this Agreement and the Account or such other disclosure as may be within Premier Telecom’s Data Protection Act registration.

### 3. DATA PROTECTION

1. Perner Terecom agrees to process any personal data collected from the Customer in accordance with the Data Protection Act 1998.

2. Lintess the Customer advises Premier Telecom in writing to the contrary the Customer agrees that Premier Telecom may use any personal data collected from the Customer for marketing purposes including amongst other things to offer by phone, fax, post, mobile phone, ernaif or other means any further products and/or services Premier Telecom thinks might be of interest to the Customer.

### 14. REGULATORY

1. Premier Telecom may also vary the terms and conditions of the Agreement if new legalisations, statutory instruments or other governmental regulations or licenses make it necessary and Premier Telecom will not be held responsible or liable for any subsequent prefix or other numbering charges imposed by OFCOM or any other regulatory body.

2. This Agreement shall be governed construed and shall take effect in accordance with the laws of England and Wales. It shall be subject to the jurisdiction of the English Courts. The invalidity, unenforcaallity of itlegality of any part of this Agreement shall not affect the validity or continuation in force of the remainder of this Agreement.