

Midland Network Services Agreement

1. MNS Order Details	Minimum Contract Period – 36 Months
LCR, Line Rental & Non-Geo Service Agreement attached	<input type="checkbox"/>
Leased Line & Ethernet Service Agreement attached	<input type="checkbox"/>
DSL Service Agreement attached	<input type="checkbox"/>
PSTN Service Agreement attached	<input type="checkbox"/>
ISDN2E Service Agreement attached	<input type="checkbox"/>
ISDN30E Service Agreement attached	<input type="checkbox"/>
Direct Debit Form attached	<input checked="" type="checkbox"/>
Terms & Conditions attached	<input checked="" type="checkbox"/>

2. Company Details			
Company Name		Telephone No.	
Company Address			
	Postcode		
Existing BT PSTN Number (if applicable)			

3. Billing Address (if different from above)			
Billing Address			
	Postcode		
Site Contact		Email	
Contact Telephone		Fax	

4. Declaration and Signatures				
<p>I have read and understood the terms and conditions applicable to this contract for MNS to supply telephony services. I agree that I will be liable to pay installation, rental and all other charges commensurate with the applicable MNS Tariff.</p> <p>Information about your lines/ services is held by BT and not Midland Communications. It is your responsibility to check that you are not currently in a contract with BT where you will be liable for cancellation charges.</p> <p>I confirm that I am not currently in a contact with BT where cancellation charges apply.</p>				
Signed		Print Name	Date	
Sales Account Manager		Gavin Moore		

Conditions for Communications Services

Definitions of certain words

'**Agreement**' means the contract between the **Customer** and **Midland Communications Co Ltd.** which consists of the Service Agreement, these Conditions for Communications Services and any further conditions relating to specific Services.

'**BT**' means British Telecommunications Plc.

'**Call**' means a signal, message or communication which is silent, spoken or visual on each line that we agree to provide to you under this agreement.

'**Line**' means a connection to our network or that of our suppliers, whether direct or indirect.

'**Minimum Contract Period**' means the period of service shown on the service agreement you have signed.

'**Service**' or '**Services**' means all or part of the Services explained in paragraph 1 or identified in the service agreement and any related services that we agree to provide to you under this agreement.

'**Service Agreement**' means the document you sign when you become our customer detailing, amongst other things, the Services you wish to receive, the minimum period you wish to receive the services for and the tariff at which you will be charged, which will form part of this Agreement.

'**The Tariff**' means the tariff which forms part of the Service Agreement as signed by the Customer for the services required which may be amended from time to time under clause 14.2 below.

'**We**' and '**Us**' means Midland Communications Co. Ltd '**you**' means the customer named in this Agreement. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.

These terms and conditions apply to new and existing customers and are effective from 1st Feb 2021 or the date of the Service Agreement, whichever is the earlier.

1: Services

The services we supply to you (our Customer) are those services which you have elected to receive as set out in the Service Agreement or which you have subsequently ordered in writing and we have agreed to supply.

These may include (but are not limited to):

- The ability to make or receive a Call (telephone service)
- The provision of a Line or Lines for a rental charge (line rental service)
- The provision of broadband internet access (broadband service)
- Any other Services which we may offer for sale from time to time.
- The rental of Hosted Telephony services.
- In providing the Services we promise to use the reasonable skill and care of a competent communications service provider.

1.1: Changes and interruptions to the Services

We may from time to time carry out work that could affect the Services. If we are required to interrupt the Services we will restore them at all speed.

2: Occasionally we may have to:

- (a) change the code or phone number or the technical specification of the Services for operational reasons;
- (b) interrupt the Services for operational reasons or because of an emergency;
- (c) give you instructions that we believe are necessary for Health and Safety reasons or for the quality of the Services that we supply to you or to our other customers.

3: Telephone number

You have no right to sell or agree to transfer the number(s) provided to you for your use with this Service Agreement during the maximum contract period.

4: Telephone books and directory enquiries

We will automatically put your name, address and the telephone number(s) in the phone book published by BT for your area and make your phone number available to BT's directory enquiries database, as soon as we can. Should you wish this not to have you must indicate so on the appropriate Line Service Agreement form.

If you want a special entry in the telephone book you must let us know. Where we agree to a special entry you may be charged an extra fee and you will need sign a separate agreement for the entry.

5: Call Monitoring

We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services, including complaint handling.

6: Use of your information

On occasions we may want use the information we hold about customers and their use of our Services for marketing purposes. However, you can request us not to do this.

For your information we process your billing data and information about your use of our service (this includes information about your bill, the numbers called and the times) for marketing our own telecommunications products and services. This allows us to better inform you about products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. WE DO NOT DISCLOSE THIS INFORMATION TO ANYONE ELSE OUTSIDE THE GROUP OF COMPANIES OF WHICH WE ARE A MEMBER. We need your consent to continue to give you all the benefits that this processing provides and will assume we have it, unless you tell us otherwise by writing to us at 18 Miller Court, Severn Drive, Tewkesbury Business Park, Tewkesbury, GL20 8DN or any other address we give you.

7: Commencement of the Services

The Contract and Minimum Contract Period will commence as of the date of the 1st full Months rental invoice for the complete services.

We will use all reasonable endeavours to provide you with the Services by the date we agreed and to continue to do so until this Agreement is terminated. However, we will not be liable for any form of compensation should the Services not commence on the agreed date or should they be interrupted from time to time.

8: Repairing faults

We cannot guarantee that the Service will never be faulty. We will work on any fault that is reported to us according to our fault procedures for the Service in question (which are available on request).

When we agree to work on a fault outside the hours covered by our fault procedure, you may be charged extra according to our tariffs in force at the time.

If you report a fault in Service to us and we find either that it is not a fault or that someone at your premises has caused the fault, we may charge you for any work we have done to try and find the fault or to repair it.

Your Obligations

9: Paying your charges for our Services Charges

You will be required to pay the charges for the Services according to the tariff which we have agreed with you. This applies whether you use the Services or someone else uses and whether the Services are used with your full knowledge and consent or otherwise. We can change the charges as explained in paragraph 14.2 (this means by way of example but not by way of limitation that you are liable to pay for all calls made as a result of 'Rogue Diallers' and unbarred premium rate numbers).

Conditions for Communications Services

9.1: Invoices

We will send you your first invoice at the beginning of the month after the Services commence and thereafter on a monthly basis, but we may send you an invoice at any time. We will include all charges on the next invoice where possible, and in any event as soon as we can. We will send all invoices and other correspondence to the address nominated by you.

9.2: Rental and Call Charges

You will incur charges from the time any part of a Service is used or received except in the case of Services subject to a periodic rental, in which case you will incur charges from the date the Service is ordered. We will usually ask you to pay the rental in advance and your first invoice will include both one month's rental in advance and a charge for a part month's rental from the beginning of the agreement up to the beginning of the first complete month, where appropriate. Call and other charges will be invoiced in arrears. We will calculate the charges for Calls using the details recorded by our network.

9.3: Payments in advance and deposits

- (a) We may ask for a payment before it is normally due. This will not be more than our best estimate of your following month's invoice.
- (b) We may ask for a deposit at any time, as security for payment of our invoices if it is reasonable for us to do so. Our procedures for deposits will be explained to you at the time.

9.4: Terms of payment

You must pay all charges and rentals within our credit terms; there may be times when we need a deposit and will agree payment at the time. Our standard credit terms are payment within 14 days of date of invoice by direct debit. These are the credit terms which will apply to this Agreement unless we have agreed otherwise in writing.

10: Your other responsibilities

Entry to your premises

- (a) If our engineers or our appointed sub-contractors have to enter your premises you must let them do so within normal working hours or at other times to be agreed with you in advance. We will meet your reasonable requirements about the Health and Safety of people whilst on your premises and we would expect the customer to reciprocate.
- (b) If we need someone else's permission to cross or put our equipment on their premises, you must get that agreement for us and make any necessary arrangements confirming in writing.
- (c) When our work is completed, you will also be responsible for putting items such as furniture back in position and for any necessary re-decorating.

10.1: Misuse of the Services

Nobody must use the Services:

- (a) to make abusive, defamatory obscene, offensive, indecent, menacing, nuisance or hoax Calls or Calls in breach of privacy or any other rights;
- (b) to send, knowingly receive, upload, download, use or re-use material which is abusive, defamatory, obscene, offensive, indecent, menacing or in breach of copyright, privacy or any other rights;
- (c) fraudulently or in connection with a criminal offence or in a way which does not comply with the terms of any legislation; it is the customers responsibility to insure this does not happen. The action we can take should this happens is explained in paragraph 13. If a claim is made against us because the Services are misused in this way, you must reimburse us in respect of any sums we are obliged to pay.

10.2: Indemnity

If you use the Services for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Services are faulty or cannot be used by them.

10.3: Line rentals

When we provide you Line rentals, Midland Communications will route your calls through our network. No other service provider may route these calls or attempt to, and if they do we reserve the right to bar these calls.

11: Liability

11.1 We accept liability if you are injured or die as a result of our negligence. We do not limit that liability and paragraphs 11.2 and 11.3 do not apply to that liability.

11.2 We have no liability for any loss of business, revenue or savings you expected to make, wasted expense, financial loss or data being lost or harmed nor any liability for any loss that is not reasonably foreseeable or for any indirect or consequential loss.

11.3 Any liability we have of any sort (including any liability because of our negligence) is limited to £100,000 for any one event or any series of related events, and in any 12 month period to £500,000 in total.

11.4 Each part of this Agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

12: Matters beyond our reasonable control

If we cannot fulfil our obligations under this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving our employees), we will not be liable for this.

13: Breach of the Agreement

13.1 We can suspend the Services or end the Agreement (or both) at any time without telling you if

- (a) you break this Agreement or any other agreement you have with us and fail to remedy the breach within a reasonable time of being asked to do so
 - (b) we believe that the Services are being used in a way forbidden by paragraph 10.1. This applies even if you do not know that the Services are being used in such a way;
 - (c) bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a court on time, or you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.
- 13.2 If you fail to pay our invoice by the due date or our direct debit request is rejected by your bank we will write you a letter requesting payment within seven days or informing you that our direct debit request will be re-submitted in seven days. If we still fail to receive payment after seven days we will be entitled to suspend the Services immediately; you will be informed in writing and it will take immediate effect. After the suspension of service; there will be a reconnection charge of £100.00

13.3 We reserve the right to charge interest at the rate of 8% per annum on any charges not paid by the due date from the date when the charges should have been received until the date when they are received by us.

13.4 If we suspend the Services, we will not provide them again until you carry out the agreed procedure, or satisfy us that you will do so in future or that the Services will not be used in a way that is forbidden by paragraph 10.1

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13.5 If we suspend the Services because you break this Agreement, the Agreement will still continue. You will be responsible and will be charged rental until we end the Agreement by giving notice under paragraph 13.2 or you or we end the Agreement by giving notice under paragraph 17.1

Changing and Ending the Agreement

14: Changing the Agreement

14.1: In general

If you ask us to make any change to the Services we will ask you to confirm your request in writing. No action will be taken by us to carry out the change until we have received your written confirmation. If we agree to a change, this Agreement will be changed when we will confirm the changes to you in writing.

14.2: Conditions

We can change the conditions of this Agreement including our charges at any time if we give you 14 days notice. We will notify you of any changes in writing with your monthly invoice.

15: Transferring the Agreement

You cannot transfer or try to transfer this Agreement or any part of it to any other party.

16: Cancelling the Services before they are provided

You may cancel the Services or an individual Service within 14 days of signing this Agreement or of ordering the Service. However, if you have ordered the Service(s) for business use you must pay for any work we have done or expenses incurred by us in connection with the cancelled agreement.

17: Ending the Agreement after the Services are provided

17.1 This agreement or termination of individual services within the agreement can be ended by either party by giving the 90 days notice in writing provided that the end of the notice period coincides with the end of the Minimum Period or any later date.

17.2 If we give you notice you must pay rental up to the end of that notice. If you give us notice, you must pay rental until 90 days from the date we receive your notice, or until the end of the notice if that is later. The 90 day notice period will not apply if we are terminating services with immediate effect in accordance with paragraph 13.

17.3 If you give notice that terminates the agreement or any part of the agreement prior to the end of the Minimum Period (other than because we have materially altered the conditions of this Agreement) then we will levy a cancellation charge in accordance with the following:-

- Rental of any products described in the quotation, Examples, Lines, *DSL, Lease Lines, MPLS, Hosted Telephony, Licences, Domain names, IT Services wall, Hosted IT, – number of months remaining on agreement (Minimum Contract Period) multiplied by the monthly rental.
- Call Spend – number of months remaining of the agreement (Minimum Contract Period) multiplied by the average spend for the previous 6 months.

17.4 If you have paid any rental for a period after the end of the Agreement, we will either repay it or put it towards any money you owe us.

17.5 You must pay all charges for the Services until the date on which we stop providing the Services to you.

17.6 We can end this agreement at any time without telling you if paragraph 13.1 applies.

18: ADDITIONAL TERMINATION CHARGES

18.1 If you fail to reach the annualised minimum monthly spend commitment as outlined in any agreed tariff plan or the service agreement then we reserve the right to bill the difference between achieved and committed spend in the month following expiry of the agreed term

18.2 If notice is given during the term of the agreement and free install of ADSL and or line rental was given as part of the tariff or otherwise, then we reserve the right to impose a termination charge equal to the install cost divided by the number of the months in the term, multiplied by the number of months remaining in the term.

19: Giving notice

Any notice given under this agreement must be delivered by hand or sent by email or prepaid post as follows:

- (a) to us at the address shown on the Service Agreement form or on your last invoice, or at any other address we give you;
- (b) to you at the address you have asked us to send invoices to

20: Other documents

20.1 These conditions, the documents referred to in them, the Service Agreement form and any conditions relating to specific Services set out the whole agreement between you and us for the Services.

20.2 Where we publish separate conditions for specific Services, those conditions will take precedence over these conditions in the event of inconsistencies or anomalies between the sets of conditions.

21: Third Party Rights

A person who is not a party to this agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that act.



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form and send it to:

Midland Communications Co Ltd
18 Miller Court,
Severn Drive,
Tewkesbury Business Park,
Gloucestershire,
GL20 8DN

Originator's Identification Number

7	6	3	4	6	6
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Name(s) of account holder(s)

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Reference Number

O	F	F	I	C	E		U	S	E		O	N	L	Y					
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Bank/Building Society account number

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Branch sort code

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Instruction to your Bank or Building Society

Please pay Midland Communications Co Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Midland Communications Co Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Signature(s)
Date

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



This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee

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

