

GENERAL TERMS & CONDITIONS

1. Definitions:

“Add-Ons” means additional bolt-ons, features, service or support packages which is added to the Customer’s landline/hosted/broadband/leased line/point 2 point/nts “Line Rental” and is charged for monthly in advance.

“Additional Services” means any additional or support services offered by the Company.

“Agent” under these terms means an authorized business or person, a third party, who contracts with or refers the “Customer” to the “Company” and where the “Customer” subsequently enters into an “Agreement” with the “Company”.

“Agreement” means any airtime/mobile/landline/hosted/broadband/leased line/ point 2 point/nts/rental “Goods”, “Service” and/or “Additional Service “Agreement” or contract with any “Service Provider” (as defined below) with a “Customer”

“Bolt-Ons” means additional local or international calls/text/data bolt-ons which is added to the Customer’s airtime/mobile/rental “Line Rental” and is charged for monthly in advance and/or charged for daily when the Customer travels.

“Cooling Off Period” if applicable, means the number of days the “Customer” must cancel the “Agreement” after the “Connection Date”.

“Connection” means the connection of the “Services” and/or “Additional Service to the “Service Provider”.

“Connection Charge” means the relevant one-off sum to be charged for “Connection” to the “Service” and/or “Additional Service”.

“Connection Date” means the date of connection i.e. the date the “Service” and/or “Additional Service” is enabled or goes live.

“Company” means 360 Telecoms Ltd which is a company registered in England and Wales with the registration number 10395679 and registered address of International House, 24 Holborn Viaduct, London EC1A 2BN.

“Credit Limit” means a monthly financial limit applied for charges incurred under this “Agreement”.

“Customer” means any individual or an authorised/appointed decision maker of an organisation, company or business that wishes to purchase “Goods” and/or connect to a “Service” or “Additional Service” supplied by 360 Telecoms Ltd and accepts these Terms and Conditions.

“Equipment” also referred to as an item in these terms and conditions means any device or handset provided to the “Customer” as part of this “Agreement”.

“Goods” means the products supplied by “the Company” to the “Customer”.

“GSM Gateway” means a separate device which uses one or more “SIM Cards” and allows calls to be routed from a fixed line device which establishes a call using a mobile network.

“Invoice Date” means the date the invoice is raised by the “Service Provider” and is noted on the invoice.

“Line Rental” means the charge for the “Tariff Plan” the “Customer” agreed to and is charged monthly in advance.

“Minimum Term” means the minimum period that applies to the “Agreement”, which will depend on the “Tariff Plan” selected when placing the “Order”.

“Monthly Charge” means the total monthly charge ex VAT for the provision and Connection of the agreed “Goods”, “Services” and/or “Additional Services” with the “Service Provider” as set out in the “Agreement”.

“Order” under these terms means the “Customer’s” instruction for purchasing “Goods” or connecting to “Services” and/or “Additional Services” supplied by the “Company”. The “Customer” should provide the “Company” with an official, signed and dated purchase order on letter-headed paper, detailing the “Tariff Plan”, “Minimum Term” and “Service Provider”.

“Original Packaging” under these terms means the actual product packaging of the “Goods” and does not refer to the external postage packaging.

“Out of Bundle Charges” means the additional usage charges for local and international calls/texts/data outside of the monthly “Line Rental”, “Bolt-Ons” and/or “Add-Ons”. Out of bundle rates are subject to change and fluctuation without prior notification.

“Services” under these terms and conditions means any telecommunication “Service” provided by the “Service Provider”.

“Service Provider” under these Terms and Conditions means any airtime/landline/hosted/broadband/leased line/point 2 point/nts/rental “Goods”, “Service” and/or “Additional Service” “Agreement” with any service provider, network and/or airtime provider.

“SIM Card” means the subscriber identity module, which is a unique card containing information and is inserted into the mobile phone or tablet, enabling access to the “Service” provided by the “Service Provider”.

“Tariff Plan” means the tariff agreed to by the “Customer” for the “Goods”, “Service” and/or “Additional Service”, and includes the monthly “Line Rental”, “Bolt-Ons” and/or “Add-Ons”, “Out of Bundle rates”, any benefits included and the “Service Provider” for the “Minimum Term”.

“Telecoms Terms and Conditions” means additional terms and conditions specifically related to the “Company’s” landline/hosted/broadband/leased line/point 2 point/nts “Goods”, “Services” and/or “Additional Services” and forms part of the “Company’s” general terms and conditions which can be found on the “Website”. Select the following link to be directed to the full [telecoms terms and conditions](#).

“Termination Fee” will be charged to the “Customer” for early termination of this “Agreement” from the “Service Provider” (contract buy-out). The “Termination Fee” is the calculation of the remaining monthly “Line Rental”, “Bolt-Ons” and/or “Add-Ons” to the end of the “Minimum Term”, the average monthly revenue to the end of the “Minimum Term” and if appropriate any additional fees which may arise from “Service Provider” charges.

“Termination Notice” or disconnection notice means the notice to terminate this “Agreement”, including the “SIM Card” or “Equipment”, which should be submitted in accordance with clause 14; Terminations, or as may otherwise be made available to the “Customer” by the “Service Provider”.

“Website” means www.360telecoms.com.

2. Orders, Agreement and Charges:

Availability and Pricing

- i. In addition to its own Goods, Services and/or Additional Services, the Company resells Goods, Services and/or Additional Services from various Service Providers and manufacturers of devices, software and

accessories. The Customer accepts that there is sometimes a delay in the provision of information or in its accuracy in respect to availability and pricing.

- ii. In good-faith, the Company will represent what it understands to be current availability and pricing however all information, including but not limited to web-based materials, may be subject to change.
- iii. All Goods, Services and/or Additional Services are promoted subject to their availability. No price, or other information provided will bind the Company until the Order is accepted.
- iv. An Order is deemed to be accepted when the Agreement is issued to the Customer. The Agreement will confirm the Tariff Plan and product information.
- v. The price charged will be the price in force when the Agreement has been issued. At all times the Customer will be advised of any changes to pricing or availability, before the Company's acceptance of the Order and the Customer will have the option to reject any such changes by cancelling their Order request prior to the Company issuing the Agreement.
- vi. Once the Agreement has been issued, both parties are agreeing to the Tariff Plan and information contained therein.

Placing an Order

- i. The proposal or information provided is for the purposes of allowing Customer's to evaluate the Company's Goods, Services and/or Additional Services.
- ii. Any purchase Order sent to the Company is understood by all parties to be an offer to purchase specific Goods, Services and/or Additional Services however, the Company is not obligated to accept the Order.
- iii. Should the Company accept the Order; an Agreement will be created and sent or given to the Customer confirming the Order and the terms thereof.
- iv. The Customer gives the Company and its representatives, authority and access to all information held by their current Service Provider by agreeing to complete and submit a third-party form, which includes access to all billing information.

Credit Checking

- i. An Order will only be accepted from Customers aged eighteen (18) years or older with a recognised address.
- ii. It is the Customer's sole responsibility to provide a genuine name, address, phone number, email address and the Customer must possess a valid debit or credit card.
- iii. For a business Agreement, the Customer must be employed and be a fully authorised representative of the company for whom they are placing an Order.
- iv. It is accepted that a credit check may be undertaken on the person raising the Order, if a business Agreement; the directors of the Customer and the Customer itself before any Order may be accepted.
- v. The person raising the Order request acknowledges this and agrees to all parties mentioned in clause iv above to be included in the credit check process.
- vi. The Company has the authority to collect information necessary for the credit check and to communicate this onto relevant and required third parties in pursuit of the credit check process.
- vii. The Company reserves the right to perform additional security checks where required.

Service Provider Agreement

- i. Where a Customer signs an Agreement with a Service Provider for the supply of Goods, Services and/or Additional Services, the Customer acknowledges and agrees that the terms and conditions of sale of the Service Provider will also apply to the transaction in addition to the Company Agreement.

The Agreement and Minimum Term

- i. The Agreement is contractual for at least the Minimum Term.

- ii. The Customer must specify the correct Minimum Term on the purchase Order.
- iii. Failure to pay the monthly bill will be considered breach of Agreement and charges may apply to the Customer.
- iv. If the Customer terminates all or part of this Agreement, disconnects from the network, downgrades the tariff to a lower amount, transfers or migrates the account to another Service Provider and the Minimum Term has not ended; the Customer acknowledges and accepts that the Company and/or Service Provider, as applicable, will recover the full amount of the Termination Fee or tariff reduction from the Customer. The Customer acknowledges and agrees that the Company will charge the Customer an administration fee of fifty pounds (£50.00) per number for both early terminations and terminations after the Minimum Period. In addition, the cash back/line rental offer/free gift/hardware credit/equipment agreement will become void and no longer valid.
- v. For the Company's Telecoms Services, Customers with 10+ employees accept that the Agreement will automatically roll over at the end of the Minimum Term; for the same period originally entered; unless the Customer provides ninety (90) days written notice to terminate as per clause 14; Terminations (vii).
- vi. The Customer acknowledges and accepts that the Agreement outlining the Tariff Plan, Goods, Services, Additional Services, Minimum Term and all other necessary information including referencing the Company's full terms and conditions may be produced as a hard copy or in digital format sent to the Customer's postal address or email address for signature. The Customer further accepts that failure to sign (manually or digitally) does not deem the Agreement as null or void.

Network Coverage, Call Quality and Features

- i. Service Providers will take all reasonable steps to ensure their Service and/or Additional Service is available to the Customer. The Service Providers, although strive for, cannot guarantee a fault free service.
- ii. The Customer accepts that the Service and/or Additional Service is not fault free and may be impaired through atmospheric and geographic conditions, both scheduled and unscheduled maintenance, acts of war, terror and acts of God.
- iii. The Customer acknowledges that the Company cannot take responsibility or liability for any problems surrounding network coverage, call quality or features.

Charges

- i. The Customer agrees and commits to pay the Monthly Charges as detailed in the Service Provider Agreement by the due date.
- ii. The Customer may be required to pay a security deposit following the credit check.
- iii. The Customer may request the return of the security deposit at the expiry of the Minimum Term however the decision to return the security deposit prior to the expiry of the Minimum Term will be at the sole discretion of the Company.
- iv. The Company reserves the right to set off the security deposit against any charges due or outstanding by the Customer.
- v. Without prejudice to any other rights of the Company, in the event of the Customer failing to pay any sums due to the Company on time or at all, notwithstanding the delivery of written reminders to the Customer, the Company shall be entitled to:
 - a. Reclaim from the Customer all costs and expenses (including legal costs) incurred in the collection of overdue amounts,
 - b. Suspend the provision of the Service and/or Additional Service and disconnect Equipment from the wireless service, Service and/or Additional Service; until all payments due including any interest incurred has been paid and satisfied in full,
 - c. Reserve the right to review any Credit Limit, if any, applied to this Agreement.

- vi. All billing queries must be raised within thirty (30) days of receipt of invoice. It is at the Company's sole discretion as to whether a rebate is granted, after the thirty (30) day period has lapsed.
- vii. The Company reserves the right to withhold or withdraw discounts on any invoices that remain unpaid for a period of ninety (90) days.
- viii. The Customer agrees to pay interest on late payments as per clause 3; Payment Terms (ii) and accepts that where continuous late payments are made, the Service and/or Additional Service may be suspended or terminated. In addition, the Company reserves the right to charge an administration fee of twenty pounds (£20.00) per number for late payments.

Fair Usage Policy (FUP)

- i. The Fair Usage Policy (FUP) is in place to ensure that all Customers receive a fast and reliable service.
 - ii. Should the Company and/or Service Provider find that the Customer is abusing the Service in any way, or exceeding the fair use policy, the Company and/or Service Provider may request that the Customer reduce their usage and in extreme cases the Company and/or Service may limit the Service, restrict or block access or disconnect the Customer.
 - a. United Kingdom:
 1. The Customer agrees and accepts that the all the Company's and/or Service Provider's unlimited UK Tariff Plans including unlimited mobile bundles, packages and bespoke offers include a fair usage policy.
 2. The fair usage policy for a 360 Telecoms Mobile Customer is 15,000 minutes for unlimited UK landline or mobile calls and 15,000 unlimited UK texts per month.
 3. The fair usage policy for non-360 Telecoms Mobile Customer's vary depending on the network the Customer is connected to. The Customer is advised to contact the Company for the most up to date fair usage information or check their network's website.
 - b. European Union:
 1. Customers can use their UK minutes, text and data allowance when travelling through the European Union, including receiving calls free of charge whilst roaming.
 2. Customers are advised that this may not apply to all 360 Telecoms Mobile bespoke tariffs, as all types of International Direct Dial (IDD), International Text and Non-Geographical (NGN) allowances; whether integrated into a tariff or as an additional bundle; are excluded from the inclusive EU Roaming.
 3. Non-360 Telecoms Mobile Customers are requested to contact the Company prior to travelling to check their fair usage policy based on the network they are connected to.
 4. 360 Telecoms Mobile Customers are advised that there is a fair usage policy on mobile data when roaming in the EU, depending on their data bundle. Once the fair usage threshold has been reached, Customers will be charged an out of bundle, roaming rate.
 5. Customers are advised that if they use more than 50% of their 360 Telecoms Mobile tariff allowance in the EU; whilst roaming, for four consecutive months (otherwise known as continuous roaming), a charge will be applied retrospectively for roaming consumption.
 6. 360 Telecoms Mobile and non-360 Telecoms Mobile Customers agree that excessive usage for the European Union will be based on the pre-set rules of what is considered as 'reasonable travel'. As a rule, Customers should use their mobile phone more at home, within the UK, than abroad to retain the domestic rates.
- 3. Payment Terms:**
- i. All Company invoices must be paid within fourteen (14) days from the Invoice Date.
 - ii. Late payment of an invoice will attract interest charges calculated at the Bank of England Base Rate plus 5%. The Company will calculate late payments daily until the full payment, including any interest

- accrued, is made. In addition, the Customer will be charged an administration fee of twenty pounds (£20.00) per number.
- iii. The Customer can pay Company and/or Service Provider invoices by direct debit, cheque or credit card. Please note a surcharge of three pounds and fifty pence (£3.50) will be charged for non- Direct Debit payments.
 - iv. The Company sends itemized invoices by email each month however should the Customer elect to receive their invoices as a paper bill, an additional one pound and fifty pence (£1.50) per account will be charged to the Customer.
 - v. Should the Customer request a copy of an invoice where the original has already been sent out, a charge of two pounds and fifty pence (£2.50) per invoice will be charged to the Customer's account.
 - vi. Should the Customer elect to pay by credit card and the invoice is not paid by the due date, the Company is authorised to debit the Customer's nominated credit card company with all charges due and payable to the Company.
 - vii. The Customer agrees to pay the Company in full, without any offset, all sums due to the Company under this Agreement.
 - viii. The Customer agrees to pay all invoices from the Company or relevant Service Provider for any Goods, Services and/or Additional Services including; but not limited to; Line Rental charges, Bolt-Ons, Add-Ons and Out of Bundle charges in accordance with the Company and/or Service Provider contract.
 - ix. Out of Bundle and/or usage charges are invoiced monthly in arrears and Line Rental, Bolt-On and Add-On charges, including any applicable charges, are invoiced monthly in advance.
 - x. If any payment is cancelled or returned unpaid by the Customer's bank or if the Customer fails to discharge any invoice within fourteen (14) days of its Invoice Date, then without prejudice to any right or remedies under this Agreement, the Company may, from the time of such failure:
 - a. Charge the Customer interest, of 5% above the base rate of the Bank of England plus the Customer agrees to pay an administration fee of twenty pounds (£20.00) per number, as per clause ii above.
 - xi. If the Customer fails to pay the invoice within thirty (30) days from the Invoice Date the Company reserves the right:
 - a. To charge further interest at the rate of 2% above the Bank of England Base Rate plus 5%, as per clause ii above, calculated from day thirty (30) until the date payment is made.
 - xii. For the avoidance of doubt, failure to pay on time for three (3) consecutive months or the cancellation of a direct debit shall be considered breach of contract allowing the Company:
 - a. To suspend or terminate this Agreement immediately until full payment has been made including any interest accrued,
 - b. Withhold or withdraw discounts and provide Services and/or Additional Services at the standard published Line Rental, Bolt-On, Add-On and Out of Bundle rates.
 - xiii. The Customer acknowledges that they will pay all the Company's costs, charges, expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of outstanding invoices.
 - xiv. Should the Customer have a dispute with regards to the Line Rental charges, Bolt-On charges, Add-On charges, Out of Bundle Charges or any other charges, the Customer shall give the Company written notice within thirty (30) days of the Invoice Date stating the amount in dispute and the reason for the dispute.
 - xv. Any rectification or amendment of disputed charges is limited to the six (6) months prior to the written notification being received by the Company and remains at the Company's sole discretion.
 - xvi. The Customer remains liable for all charges, whether the Customer or someone else used the Services and/or Additional Services and whether the Services and/or Additional Services were used with the Customer's knowledge and consent or otherwise including and not limited to calls made by rogue callers and calls made by any third party who has gained unauthorized access to the Customer's system.

- xvii. 360 Telecoms Ltd retain the right to change the charges set out in the tariff sheets at any time. At times, these changes may be implemented without prior notification to the Customer. Whilst the Company will endeavor to publish prior notification of these changes, the Customer accepts that by continuing to use the Service and/or Additional Service, this will be deemed by the Company as acceptance of these changes, as per clause 3; Variations (i, ii, iii).
- xviii. The Customer will be charged a carriage fee for any Orders sent by delivery. Prices are subject to change.

Variations

- i. The Company may vary all or any of its charges, whether an increase or decrease; for any Goods, Services and/or Additional Services it offers. Such variances will take immediate effect under this Agreement unless otherwise stipulated. The Company may vary the conditions of this Agreement in consideration of changes made by suppliers, new legislation, statutory instrument, government regulations, licenses or similar matters. At times, these variations may be implemented without prior notification to the Customer.
- ii. It is the policy of the Company to continually review its Tariff Plans (including Line Rental charges, Bolt-On charges, Add-On charges and Out of Bundle charges), its service charter and terms upon which it contracts with Customers to maintain a competitive advantage over other providers of similar service. The Company accordingly reserves the right to vary its Tariff Plans (including Line Rental charges, Bolt-On charges, Add-On charges and Out of Bundle charges), its service charter, the process or these terms from time to time; for any of the Goods, Services and/or Additional Services it offers; to the benefit of most of its Customers. At times, these variations may be implemented without prior notification to the Customer.
- iii. Wherever possible the Company will endeavor to publish prior notification for the above Variations; however, the Customer agrees and acknowledges, that by accepting this Agreement the Customer also accepts that the Company reserves the right to make these changes, without prior notification to the Customer and that the Tariff Plans (including Line Rental charges, Bolt-On charges, Add-On charges and Out of Bundle charges) may result in either an increase or decrease.
- iv. Each year in April or August, the Company may increase your monthly Tariff Plan including Line Rental charges, Bolt-On charges, Add-On charges and Out of Bundle charges, by an amount equal to the Retail Price Index rate published by the Office for National Statistics in January (RPI rate) plus an additional 3.9% on top of the RPI rate. This will be applied from the April or August invoices. In the event that the RPI rate is negative, this will be ignored but the additional 3.9% may still apply.

4. Suspension of the Services:

- i. The Company shall be entitled, for business, operational or technical reasons to suspend a Customer's Services and/or Additional Services when the Customer is in breach of certain terms.
- ii. If the Customer is in breach of a material term of this Agreement the Company may at its sole discretion and upon giving the Customer written notice to suspend, without compensation, the provision of Services and/or Additional Services for a period not exceeding fourteen (14) days.
- iii. If the breach is capable of remedy and is remedied by the Customer within the fourteen (14) day period, then the Company shall recommence the provision of Services and/or Additional Services.
- iv. If the breach is not capable of remedy or if not remedied within the period of fourteen (14) days, then the Company shall have the option of either terminating this Agreement under the provision of clause 14; Terminations or of continuing the Services and/or Additional Services.

5. Responsibilities:

Customer

- i. The Customer accepts that this Agreement shall commence when the Agreement has been sent to the Customer and/or on the Connection Date of each number and shall continue thereafter unless terminated.
- ii. The Customer must give the Company not less than **90 days written notice** of termination after the Minimum Term.
- iii. The Customer will undertake with the Company that throughout the Minimum Term it will:
 - a. Not permit or suffer its employees to act or omit to act in any way, which may injure or damage any persons' property, which may cause the quality of the wireless service, Service and/or Additional Service to be suspended,
 - b. Not use or allow its employees to use the Equipment or have access to the wireless service, Service and/or Additional Service for improper, immoral or unlawful purpose,

- c. Not use or operate a GSM Gateway; either directly or through a third party; by using a device to route or re-route voice, data or other Services on, from or to the Service Provider. The Customer agrees that they will accept and pay any penalty charges issued by the Company if a GSM Gateway has been used. Penalty charges will be determined following an investigation and will be based on the number of calls made over the period; at ten pounds (£10.00) per number dialed,
- d. Comply with all statutory requirements in relation to the use of the Equipment and the wireless service, Service and/or Additional Service,
- e. Provide the Company with information as the Company reasonably requests in connection with this Agreement,
- f. Not use the Equipment and the wireless service, the Service and/or the Additional Service for any purpose other than that for which it was designed or intended,
- g. Notify the Company immediately (and confirm in writing) on becoming aware that any Equipment has been lost or stolen or that any person is making improper or illegal use of the Equipment or the wireless service, the Service and/or the Additional Service,
- h. Will be responsible for any charges incurred resulting from the unauthorised use of any Equipment, SIM Card(s), or the information contained within a SIM Card, until the Company has suspended the Service and/or Additional Service,
- i. Not damage or tamper with the Equipment to invalidate any warranty provided by the manufacturer and to pay the standard charges levied by the Company for repair work on Equipment which is outside (in scope or time) the warranty provided by the manufacturer,
- j. Not damage or tamper with any software to invalidate any warranty provided by the supplier,
- k. Use the Equipment and any software in accordance with the user guide or other reasonable instructions of the manufacturer, supplier or instruction of the Company and not to copy (save as permitted by law) reverse engineer or modify the software in any way,
- l. Agree that this term shall also apply to any Orders placed by any subsidiaries or group companies of the Customer (unless the parties agree in writing otherwise). The Customer agrees that it is the authorised agent of its subsidiary and group companies and will be liable to the Company for all claims, losses and expenses arising out of breach of the term of this Agreement by any subsidiary or group companies,
- m. Agree that these terms and conditions along with the Agreement shall govern the Agreement between the Company and the Customer to the exclusion of any other terms and conditions oral or written and all representations for communications between the parties regarding the Agreement,
- n. Agree that where a Customer has contracted with an Agent of the Company or via referral, the Customer acknowledges and understands that they will be liable to the Company and accepts these terms and conditions along with the Agreement,
- o. Promptly advise the Company of any change of address in writing, either by email or letter sent to the Company's registered address by recorded delivery. Any notice hereunder sent by the Company to the Customer will be deemed as served to the Customer 48 hours of posting to the last address the Customer provided to the Company in writing.

Agent

- iv. By being an Agent of the Company as a dealer, reseller, partner or any other form of correlated relationship, the Agent hereby agrees and acknowledges they are an ambassador for the Company and its affiliates and expectations as such are to promote, respect and represent the Company, its staff members, directors and shareholders in a positive light only.
- v. In the event of a breach to this term, the Company reserves the right to withhold any commission whilst the breach is being investigated. Should the outcome of the investigation prove that the Agent is in breach of the agreed terms; the Agent accepts and agrees that the Company:
 - a. Will hold back all pending payments as well as remuneration or any other benefit due, for an indefinite period,
 - b. Reserves the right to claw-back any financial or other remuneration from day one of the Agent's agreement with the Company,
 - c. Will undertake legal action against the Agent should this be deemed as necessary.

Conditions of Tariff

- vi. The Customer understands that the line(s), telephone number(s), SIM Card(s), Service and/or Additional Service should remain connected until the expiry of the Minimum Term.
- vii. The Customer must fulfill the Minimum Term of the Agreement.
- viii. The Customer understands that the payment terms must be strictly adhered to throughout the term of the Agreement.
- ix. Where a tariff change is implemented, prior to expiry of the Minimum Term, the connection will be re-contracted for a new Minimum Term and the balance of the previous Minimum Term will be added to it.

6. Cash Back / Line Rental Offers / Free Gifts:

- i. Where the Company has offered a cash back/line rental /free gift offer to the Customer, certain additional terms and conditions apply which the Customer should note.
- ii. Customers will be charged the full price of the tariff for the Minimum Term and the Company will issue a cheque for the cash back value upon receipt of the redemption form and month six (6) bill, provided the Customer has remained on the same or higher value tariff.
- iii. The cash back/line rental/free gift offer will become invalid should the Customer or Service Provider reduce the tariff to an amount lower than the original Agreement or the Agreement has been disconnected prior to the Minimum Term as stipulated in the Agreement.
- iv. The Company will send a redemption form within thirty (30) days of Connection Date to the Customer's e-mail address used during the purchase or provide the Customer with a redemption form during the purchase.
- v. The redemption form will need to be completed, signed and returned via post, along with the month six (6) bill. The form must be received no later than seven (7) months from the Customer's Connection Date.
- vi. The month six (6) bill must show that the Customer is on the same or higher value tariff. Cheques will be made payable to the individual who placed the original Order.
- vii. A cheque will not be dispatched, if a refund has been issued to the Customer.

7. Contract Buyouts (Mobile):

- i. As part of the Agreement, the Company may pay part, or the total contract buy-out costs charged by the previous mobile Service Provider. The Customer must provide evidence which, in the Company's sole opinion, is satisfactory to demonstrate that the agreed amount is owed by the Customer to the previous mobile Service Provider within fourteen (14) days of receiving the invoice from the mobile Service Provider. If the amount owed is lower than the amount agreed, the Customer acknowledges that the Company shall pay the lesser amount as owed by the Customer to the previous mobile Service Provider.

8. Hardware credits (Mobile):

- i. As part of the Agreement, the Company may offer a hardware credit in lieu of Equipment, accessories and ancillary Equipment for each SIM card connected to the mobile Service Provider. This credit may only be used as a credit against invoices issued by the Company in respect of the provision of Equipment and accessories and has no other monetary value whatsoever.

9. Equipment:

- i. Acceptance of the Equipment by the Customer shall take place when the Customer takes delivery or possession of the Equipment.
- ii. Where Equipment is provided to the Customer on a free of charge basis as part of the Agreement then notwithstanding delivery and acceptance of the Equipment title, the Equipment shall remain the property of the Company until the Minimum Term is served. Following any upgrade of Equipment or disconnection of the Equipment from the wireless service, Service and/or Additional Service, the Company shall reserve the right to request the safe return of the Equipment from the Customer to the Company. The Customer shall keep the Equipment in good working order during the period of use by the Customer.

- iii. The Company reserves the right to charge the Customer any applicable replacement or repair charges as per current pricing for any Equipment that is not returned to the Company in accordance with the provisions of this clause.

10. Transfer of Liability & Assignment:

- i. The Company may at any time assign its rights under this Agreement to any third party and may subcontract the performance of all or part of the same Agreement.
- ii. The Customer cannot transfer their obligations to pay charges under this Agreement without the Company's express consent. Any proposed transfer should be notified to the Company in advance.
- iii. The Company's acceptance of payment from another person other than the Customer does not imply that the Company has amended any of its rights or obligations of the Customer.
- iv. The Customer shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of the Company.

11. Delivery and Fulfilment:

- i. Should the Customer specify they want their delivery via courier, a carriage charge will be added to the Order.
- ii. The Company endeavours to operate a next day delivery policy, however where next day delivery is not possible, the Order will be delivered within a reasonable time frame.
- iii. Payments made by cheque, postal order or credit card will need to be cleared in the Company's bank account before Orders are despatched for delivery.
- iv. The Company will only deliver to the address of the person or company placing the Order and all Orders will be delivered on a weekday.
- v. It is the Customer's responsibility to:
 - a. Check the packaging at point of delivery and only accept Orders where the packaging is intact,
 - b. Immediately check that the Order is correct, and if it is not correct to notify the Company on the same day of delivery.
- vi. The Company does not accept liability for any delays in delivery outside of their control. These include, but are not limited to, delays caused by delivery companies, Service Providers, credit searches or suppliers failing to deliver stock. The Customer will be advised of expected delays wherever possible.
- vii. Where deliveries have been returned by the delivery company to the Company, after attempts of delivery have been made, delivery charges will not be refunded, and the Customer may incur additional postage or delivery charges when arranging a re-delivery.
- viii. Risk of the Equipment will pass to the Customer upon delivery, who will then become liable for any loss or damage, from the time the Equipment is delivered to the delivery location (specified in the Order), unless the damage is caused by the negligence of the Company or any third party used by the Company.

12. Cooling Off Period:

- i. Consumer: For non-business transactions, the Customer has a fourteen (14) day Cooling Off Period, from the day the item has been received (this will be noted from the time the delivery has been signed for). Please note: Goods, Services and/or Additional Services sold by the Company is not sold via distance selling.
- ii. Business: There is no Cooling Off Period for any business transactions.
- iii. Broadband: The Customer has a seven (7) day Cooling Off Period however the Customer will need to pay the installation fee and Connection Charge if the Customer cancels the Agreement within the Cooling Off Period; even if advertised as free as a condition of the Customer keeping the contract.

13. Returns Policy:

- i. Once the Customer's line(s), telephone numbers and/or SIM cards are live on the network, there are no returns and the Customer will be bound by the Company and/or Service Provider Agreement for the Minimum Term. (Please check full terms and conditions of the Service Provider Agreement).
- ii. Should the Customer wish to disconnect their services for any reason; the Company and/or Service Provider will charge the Customer a Termination Fee to leave the network. In addition, the Customer will be required to pay any usage costs incurred whilst using the Service and/or Additional Service. The Service Provider will issue an invoice for the usage costs and the amount is payable directly to the Service Provider. The Company reserves the right to charge the Customer an administration fee of fifty (£50.00) pounds per number when the Agreement ceases, and the numbers are moved to another Service Provider.
- iii. Equipment exchanges are subject to stock availability and if there is a price differential, the Customer will either be charged the difference, or the Company will offer a store credit for the difference in accordance with the Company's refund policy. The original Equipment and accessories must be returned to the Company in an 'as sold' condition, with the Original Packaging (box) intact, receipt and any items that were included in the transaction, including promotional items. The Company reserves the right to not accept any returns on used items.
- iv. The Company will charge an administrative fee of ten pounds (£10.00) per handset on all returns, payable on the day the Equipment is returned (except where Orders are placed through the website).
- v. If the item received is not the one ordered, the Customer should return all the item(s) in its Original Packaging (box) and return to the Company in an unused, undamaged condition including all accessories and parts within seven (7) days of the original delivery. The Original Packaging (box) should still be sealed and intact.
- vi. If the Customer receives a faulty item(s), the Company will replace the item(s) (subject to availability), arrange for a repair or offer a store credit, provided the Customer notifies and returns the item(s) to the Company within seven (7) days of the delivery date for Business Connections and thirty (30) days of the delivery date for Consumer Connections.
- vii. For faulty item(s) outside the seven (7) days of delivery date (Business Connections) and thirty (30) days of the delivery date (Consumer Connections), the Company will offer a repair where possible or a suitable alternative will be offered.
- viii. Should the Company not be able to fulfil the Order within a reasonable time frame within their control; a full refund or store credit; as appropriate; will be issued, provided the Equipment is returned within seven (7) days of delivery in accordance with the Company's returns policy. The item(s) must be returned unused, undamaged and in its Original Packaging with all relevant parts and accessories. The Original Packaging (box) should still be sealed and intact.
- ix. It is the Customer's responsibility to return unwanted Orders to the Company using an insured delivery method within seven (7) days of the delivery date. The Item(s) must be returned unused, undamaged and in its Original Packaging with all relevant parts and accessories. The Original Packaging (box) should still be sealed and intact.
- x. The Company will not be liable for loss or damage that arises while the returned item(s) are in transit.

14. Terminations:

- i. Termination Notice may be given to the Customer at any time claiming that:
 - a. The Customer has persistently failed to pay invoices due to the Company under this Agreement,
 - b. The Customer is otherwise materially or persistently in breach of the Agreement,
 - c. Bankruptcy or insolvency proceedings are brought against the Customer, or if an agreement with creditors is made, or a receiver or administrator is appointed over any of the Customer's assets, or the Customer goes into liquidation,
 - d. The Service and/or Additional Service becomes unavailable due to the termination of the Customer's Agreement with the Service Provider(s).
- ii. Without prejudice to any other claims or remedies which the Company may have against the Customer, the Company may terminate this Agreement by giving notice to the Customer with immediate effect in any of the following circumstances:

- a. If the Customer does or allows anything which, in the Company's opinion, may jeopardise the operation of the Service and/or Additional Service,
 - b. If the Customer provides false or misleading information.
- iii. Upon the termination of this Agreement the Company shall disconnect the line(s), telephone number(s) and/or SIM Card(s) from the Service Provider. If the Company, at their sole discretion, agrees to reconnect the Customer following a disconnection the Customer shall be liable for a re-connection charge equal to the Connection Charge and this Agreement shall continue.
- iv. On termination of this Agreement, before the Minimum Term, the Company and/or Service Provider reserves the right to charge the Customer any applicable Termination Fee plus an administration fee of fifty pounds (£50.00) per number when the contract ceases, and the numbers are moved to another Service Provider.
- v. The Company reserves the right to add reasonable costs incurred in receiving any outstanding debt due from the Customer.
- vi. The Customer agrees that should an early termination of the Agreement be requested; the Customer will be liable to pay the Termination Fee for the remaining Minimum Term. For the avoidance of doubt, the Termination Fee will include the remaining monthly Line Rental, Bolt-Ons and Add-Ons to the end of the Minimum Term plus the average monthly revenue to the end of the Minimum Term plus appropriate additional fees which may arise from Service Provider charges. The average monthly revenue is calculated by taking the total monthly invoice less the Line Rental, Bolt-Ons and Add-Ons which equals the Out of Bundle Charges - this is calculated from the start of the Agreement to the date of the early termination request. The amount is divided by the number of months the Customer has been invoiced during the Minimum Term.
- vii. Should the Customer wish to terminate their Agreement or transfer to an alternative supplier for the following Services; Fixed Line, Hosted, Broadband, Leased Line, Point 2 Point, NTS or 360 Telecoms Mobile; ninety (90) days written notice must be provided by post or by email to telecoms@360telecoms.com. In the event where ninety (90) days written notice has not been supplied; the Company reserves the right to charge the Customer full Line Rental charges, Bolt-On charges, Add-On charges, and Out of Bundle Charges for ninety (90) days. This condition does not remove liabilities of contractual terms entered.

15. Call Recording:

- i. By engaging with the Company; the Customer agrees that the Company reserves the right to record calls for the following purposes:
 - a. For training,
 - b. To ensure quality standards are maintained,
 - c. To ensure targets are met,
 - d. For supervision,
 - e. To provide evidence of a business transaction,
 - f. To ensure that the Company complies with regulatory procedures,
 - g. To investigate the unauthorised use of the Company's telephone system,
 - h. To secure the effective operation of the telephone system.
- ii. All Company employees have been advised that calls may be recorded, silently monitored or intruded into at any time and will endeavour to advise the Customer or Agent accordingly.
- iii. The Company is under no obligation to inform Customers or an Agent, that calls may be recorded; provided calls are not shared with a third-party company and are used for the purposes detailed in clause i above.
- iv. By engaging with the Company, the Customer and Agent acknowledges and accepts that it is considered unethical to bug the Company, Customer or anyone else's office or telephone lines to learn commercial secrets. UK law rightly makes such third-party interception, where neither party to the call knows that the call is being recorded, illegal.

16. Fraud Monitor Service (Telecoms):

- i. The Customer acknowledges and accepts that the 360 Telecoms Ltd Fraud Monitor Service enables the Company to identify fraudulent activity sooner however it cannot prevent the initial fraud from taking place nor reduce its financial costs to the Customer. For the avoidance of doubt, the Customer will remain liable for all the costs resulting from fraudulent activity.
- ii. The Customer recognises that should fraudulent activity be identified; the Company will manually intervene within seventy-two (72) hours. The Customer further accepts that fraudulent activity may only be identified after prolonged monitoring of unusual call patterns.
- iii. The Customer accepts and agrees that the Company can make changes to the Fraud Monitor Service and these terms and conditions at any time without prior notification to the Customer.

17. Severance:

- i. If any part of the terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions of the terms.
- ii. In any such circumstances the parties shall negotiate, in good faith, to agree the terms of mutual satisfactory provision, achieving as near as possible the same commercial effect, to be substituted for the provision, which is found to be invalid, illegal or enforceable.

18. Waiver:

- i. No waiver by the Company shall be construed as a waiver of any proceeding or succeeding breach of any provision.
- ii. The failure or delay by either party to this Agreement, to exercise or enforce any right, power or remedy under this Agreement, shall not be deemed to operate as a waiver of any such right, power or remedy, nor shall any single or partial exercises by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

19. No Third-Party Rights:

- i. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement however this does not affect any right or remedy of a third party which exists, apart from by the Act.

20. Indemnity:

- i. The Customer agrees to fully indemnify, defend, and hold the Company, its officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms by the Customer, or any other liabilities arising out of the Customer's use of the Company's Goods, Services and/or Additional Services and Website using the Customer's personal information.

21. The Company's Liability:

- i. The Company acts as a broker between the Customer and the Service Provider who supplies the Services.
- ii. The Customer accepts that it is Company policy to not provide references to external IT, cabling or door entry system technicians or similar.
- iii. The Customer accepts and acknowledges that the Company shall not be held liable for any default by the Service Provider.
- iv. The Company will not and cannot be responsible to the Customer in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or for any indirect or consequential loss however arising.
- v. The Customer accepts and agrees that the Company cannot be held liable or accountable in the below scenarios which is out of their control. The Customer understands and accepts that in these types of scenarios the liability and accountability fall on the Service Provider and not on the Company. This includes but is not limited to:

- a. A scenario where the Customer suffers a loss in Service and/or Additional Service whether ceased/disconnected/interrupted by the Service Provider for whatever reason,
 - b. Where a loss in Service and/or Additional Service as per clause above results in the Customer's number(s) not being reconnected by the current Service Provider for whatever reason and where the Service Provider is unable to authorise the Customer's number(s) to be ported to an alternate Service Provider.
- vi. This does not affect the Customer's statutory rights or purport to exclude liability for personal injury or death arising out of the Company's negligence.
- vii. This Agreement constitutes the entire Agreement between the parties along with the Service Provider Agreement and supersedes all prior negotiations, representation, proposals and agreements; whether written or oral; relating to the matter of this Agreement.
- viii. The Customer agrees that these terms and conditions shall govern this Agreement between the Company and the Customer and that these may be amended by the Company at any time without prior notification. Amendments will be communicated via e-marketing, Website or posted letter.
- ix. Provision of the Services constitutes acceptance of the terms of this Agreement. All Services connected by the Company to the Service Provider shall be governed by the terms and conditions hereunder. This Agreement shall be deemed to commence when the Agreement has been issued to the Customer or on the Connection Date of each Service and/or Additional Service.
- x. The Customer must promptly advise the Company of any change of address in writing, either by email or letter sent to the Company's registered address by recorded delivery. Any notice hereunder sent by the Company to the Customer will be deemed as served to the Customer within 48 hours of posting to the last address the Customer provided to the Company in writing. The entire Agreement between the Customer and the Company will commence only after appropriate credit checks are completed.

22. Disputes and the law:

- i. This Agreement is governed by English Law. Should the Customer have a complaint regarding the Company's service they should refer to clause 24; Complaints Procedure; below or contact the Company's registered address and request a copy of the complaints procedure. This document can also be found on the Company's Website. Should the Customer not be happy with the way the complaint has been handled and wish to proceed in court, this must be done within England and Wales.

23. Privacy Policy & Data Protection:

- i. Please refer to [Privacy Policy](#)

24. Complaints Procedure:

- i. Please refer to [Complaints Procedure](#)