

# NUMBERSALES.COM TERMS & CONDITIONS FOR TELEPHONE SERVICES

## 1. DEFINITIONS

Words and expressions that appear in these terms and conditions shall have the following meanings:-  
"Account" means the record of all Charges due from a customer.  
"Agreement" means the agreement between Numbersales.com and the customer in respect of the service incorporating these terms and conditions.  
"Charges" means the charges payable in respect of the Services (as amended from time to time in accordance with clause 5.6 below) as set out in the Price List and the Diversion Charges.  
"Customer" means the party named as such on the Customer Order Form to whom Numbersales.com agrees to provide Services and by whom Charges are payable.  
"Customer Order Form" means Numbersales.com's current customer order form as amended from time to time.  
"Diversion Charges" means the sum of £50 payable in accordance with clause 5.3 below, as amended from time to time in accordance with clause 5.6 below.  
"Numbersales.com" means Numbersales.com.  
"Order" means a Customer's order for services made on a Customer Order Form or otherwise notified to Numbersales.com by the Customer.  
"Price List" means Numbersales.com's current published list of Charges as amended from time to time in accordance with clause 5.6 below.

"Services" means connection to the Telecommunications Network, provision of Telephone Numbers, provision of a call diverting system, a messenger service and a pager service and as set out in one or more Customer Order Forms for that Customer or otherwise notified in writing by Numbersales.com to the Customer from time to time.  
"Telecommunications Network" means the public telecommunications system by which the Services are made available and the communication system operated by Numbersales.com or any telecommunications system operator.

"Telephone Number" means the telephone number allocated to a customer which enables access to the services.

## 2. PROVISION OF SERVICES

2.1 Numbersales.com agrees to provide Services to the Customer on the terms and conditions of this Agreement once Numbersales.com has accepted the Customer's Order. Numbersales.com will have accepted the order when Numbersales.com first provides the Services to the Customer.

2.2 Each of the Services referred to in the Services provided by Numbersales.com to the Customer may be treated by Numbersales.com as separate agreements (on these terms and conditions) between Numbersales.com and the Customer for the provisions of that particular service. These terms and conditions will continue to apply to any remaining or new services provided notwithstanding the nonavailability, suspension or termination of any of the individual services, unless Numbersales.com advises the Customer otherwise in writing.

2.3 The minimum period for the Services is 12 months (beginning on the day when the Services are first made available to the customer (the "Minimum Period"). After the expiry of the Minimum Period, this Agreement will continue unless and until it is terminated by either party giving the other at least one month's written notice to terminate or the Agreement being terminated in accordance with the provisions of clause 9 below.

## 3. NUMBERSALES.COM'S OBLIGATIONS

3.1 Numbersales.com shall use all reasonable endeavours to maintain the Services 24 hours in every day of the year but Numbersales.com shall not be liable for any failure to maintain the Services because of factors outside Numbersales.com's control including any technical or other failure (including, without limitation, failure due to fire, flood, land heave and subsidence, physical obstructions, atmospheric conditions, acts of God, industrial action, default or failure of a third party, governmental action or faults in the Telecommunications Network). Numbersales.com does not warrant that the Services will be fault free or free of interruptions.

3.2 Numbersales.com reserves the right from time to time to improve or alter the Services as it deems appropriate, provided that such changes do not substantially change the nature of the Services.  
Further, Numbersales.com reserves the right to suspend and/or alter the operation of the Services for the purposes of remedial work or preventative maintenance or improvement of the Services provided that Numbersales.com shall use all reasonable endeavours to keep such suspension to a minimum.

## 4. CUSTOMER RESPONSIBILITIES

4.1 The customer shall at all times throughout this Agreement:-

4.1.1 Comply with any reasonable directions or instructions issued from time to time by Numbersales.com in connection with the Services or any of them;

4.1.2 ensure that the Services are not used for the transmission of any material which is or is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character, or which is likely to bring the Services or Numbersales.com into disrepute or may be prejudicial to Numbersales.com's commercial interests;

4.1.3 ensure that the Services are not used in any manner which will or may constitute an unlawful or criminal act (including in particular but, without limitation, deception and/or fraud) or a violation or infringement of the rights of any person, firm or company (including, but not limited to, rights of confidentiality and copyright) or a violation or infringement of any statutory duty or obligation in contract, tort or otherwise to any third party;

4.1.4 Not act, omit to act or allow the Services to be used in any way which will or may injure or damage any persons (whether or not employees, agents or representatives of Numbersales.com), property or the Services or howsoever cause the quality of the Services to be impaired;

4.1.5 Provide to Numbersales.com such assistance and/or information as Numbersales.com may from time to time reasonably require in order to comply with all requirements and conditions at any time and from time to time imposed by law or by any licence under the Telecommunications Act 1984 or by the Office of Telecommunications or any other competent authority or public body which are or may be applicable to or affect any of the Services and/or their provision;

4.1.6 Pay Numbersales.com's charges under this Agreement on or before the due date for payment without set off, deduction, counterclaim or abatement;

4.1.7 Where access to the Services to be facilitated by means of a personal identification number ("PIN"), ensure that such PIN supplied to the Customer is kept confidential and shall be responsible for all Charges for the use of any Service notwithstanding any improper or unauthorised use of any such PIN in respect of that service. Numbersales.com shall not be liable (nor incur any liability to the Customer) for or in respect of any such improper or unauthorised use of any such PIN.

4.2 The Customer shall indemnify and hold harmless Numbersales.com against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from or in any way connected with the use of the Services provided by Numbersales.com to the Customer under this agreement.

4.3 If the Services are suspended pursuant to clause 8 below due to the contravention by the Customer of this clause, Numbersales.com may refuse to restore the Services to the Customer until Numbersales.com receives written assurance from the Customer that there will be no further contravention.

## 5. CHARGES

5.1 The Customer shall make payment for such charges for connection as are detailed on the Price List on completion of the Customer Order Form.

5.2 The Customer, subject to receipt of an invoice, shall pay such appropriate monthly charges, divert to mobile and annual charges as are detailed on the Price List. Numbersales.com reserves the right to invoice such charges referred to as monthly charges on the Price List on an annual basis instead of a monthly basis.

5.3 Numbersales.com may, if asked by a Customer to provide a divert to mobile or divert to international service, charge the Customer a Diversion Charge which shall be payable to Numbersales.com before this service is provided. The cost of any subsequent divert to mobile or divert to international charges as set out in the Price List shall be set against this Diversion Charge until extinguished, in which circumstances a further Diversion Charge shall be payable if further services are required pursuant to the provisions of this clause.

5.4 Charges in the Price List and the Diversion Charges are exclusive of Value Added Tax which shall be paid by the Customer at the appropriate rate together with such Charges.

5.5 Payment of all or any Charges under this Agreement shall be made in such manner as Numbersales.com may from time to time reasonably require which may (without limitation) include payment by means of direct debit. If the Customer has elected for direct debits, the Charges due each month will be debited automatically to the designated account. Otherwise, charges shall be due 14 days from the date of the invoice. If any amount payable by the Customer is not received by the due date for payment (including, without limitation, any cancellation or variation of a direct debit authority to Numbersales.com), Numbersales.com shall be entitled to suspend the Services and charge interest on the amount overdue at the rate of 2% above the base rate for the time being of Lloyds Bank plc. from the due date of payment until the date of actual payment and to recover from the Customer all costs and expenses incurred in attempting to obtain payment from the Customer.

5.6 Numbersales.com shall in respect of each Service be entitled to review and, if it so desires, vary from time to time the Charges referred to in clause 5.2 and clause 5.3 above and to introduce new charges. The varied or new charges shall take effect (and the Price List shall be amended accordingly)

4 weeks after written notice has been sent to the Customer detailing such variations or new charges.

5.7 If a customer disputes any charges shown on an invoice or any amounts debited pursuant to a direct debit authority, notice of such dispute must be sent to Numbersales.com within 30 days of the date of the invoice falling due or the date of debit, failing which the Customer shall be deemed to have accepted the correctness of the invoice or other amount.

5.8 It is acknowledged by the Customer that the cost of making a call to a Telephone Number is determined by the telecommunication system operators and not by Numbersales.com. Such calls may therefore be subject to changes in cost and rates at any time without prior notice.

## 6. USAGE LIMIT

6.1 Subject to Numbersales.com giving 14 days' prior written notice to the Customer, Numbersales.com may apply a usage limit in respect of access to the Services and, subject to 7 days' prior written notice, may suspend access to the Services if this limit is exceeded. If the customer requests Numbersales.com to increase its usage limit, Numbersales.com may ask the Customer to reimburse Numbersales.com for its reasonable costs and expenses in dealing with these requests, including any credit vesting costs.

## 7. NUMBERSALES.COM'S LIABILITY

7.1 Numbersales.com does not exclude or restrict any liability to the Customer for death or personal injury attributable to its own negligence or that of its employees or agents.

7.2 Numbersales.com shall exercise reasonable skill and care in the provision of the Services.

7.3 Except as stated expressly otherwise in this Agreement, in relation to the provision of Services, Numbersales.com have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms, representations and undertaking, express or implied (whether they are implied by statute, common law or in any other way) are excluded.

7.4 Where any Service has been continuously unavailable to a Customer for a continuous period of more than 7 days (the "Unavailable Period") and not as a result of;

7.4.1 the negligence of the Customer;

7.4.2 any event beyond the reasonable control of Numbersales.com; or

7.4.3 the failure of the Customer to comply with the provisions of this Agreement;

7.4.4 the Customer may apply to Numbersales.com for a rebate of any Charges paid or payable by that Customer in respect of the Unavailable Period pursuant to clause 5.2 and Numbersales.com shall allow the Customer such rebate as it determines appropriate to the loss of the Service suffered.

7.5 Numbersales.com shall not be liable for any indirect or consequential losses, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated profits or savings, goodwill, business contracts or losses resulting from third party claims.

7.6 Notwithstanding the provisions of clause 7.4 and subject to clause 7.1 Numbersales.com's liability to the Customer in contract, tort (including liability for negligence and breach of statutory duty) or otherwise arising under or in connection with this Agreement shall be limited to £10,000.

## 8. SUSPENSION OF SERVICES

8.1 Numbersales.com reserves the right to suspend all or part of the Services or any of them or disconnect the Telephone Numbers at any time without notice if:-

8.1.1 the customer is in material breach of this Agreement including, without limitation, in breach of any provision in clause 4;

8.1.2 the Customer exceeds any usage limit set in accordance with clause 6;

8.1.3 the customer acts in such a way or suffers anything to be done or has anything done which, in the reasonable opinion of Numbersales.com, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network;

8.1.4 if requested to do so directly or indirectly as a result of a determination, adjudication or other decision or requirement of the Office of Telecommunications or any other competent authority; or

8.1.5 The Telecommunication Network or any part of it breaks down or requires modification or maintenance.

8.2 Save for suspension or disconnection pursuant to clause 8.1.4 and 8.1.5 above, the Customer shall remain liable for all charges during the period of suspension and, in the case of disconnection, Numbersales.com shall be entitled to make a charge for reconnection and to require different payment terms as a condition of reconnection. In circumstances of suspension pursuant to clauses 8.1.4 and 8.1.5 Numbersales.com shall allow the Customer a refund of applicable Charges in respect of the period of suspension.

8.3 Numbersales.com's rights pursuant to clause 8.1 may be exercised for such period as Numbersales.com reasonably thinks fit. If the period of suspension exceeds, however, 60 days, then Numbersales.com shall have the right, upon 14 days' prior written notice to the Customer, to terminate this Agreement. In these circumstances, the provisions of clauses 9.4 to 9.7 shall apply.

## 9. WHEN THE AGREEMENT ENDS

9.1 Numbersales.com may terminate this Agreement immediately by notice in writing to the Customer if:-

9.1.1 the Customer is in breach of any of the terms of this Agreement and does not remedy the breach within 7 days of the date of written notice from Numbersales.com specifying the breach and requiring it to be remedied; or

9.1.2 any license, permission, agreement or authorisation granted to Numbersales.com's supplier or to Numbersales.com necessary for the provision of the services is suspended, revoked or terminated.

9.2 Either Numbersales.com or the Customer may terminate this Agreement immediately by notice in writing if:-

9.2.1 the other party convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or if any other proposal for any composition, scheme or arrangement with or for the benefit of its creditors is made or proceedings in bankruptcy (or any other similar action) are commenced;

9.2.2 the other party is unable to pay its debts within the meaning of Section 123 (b) or (e) of the Insolvency Act 1986 or proceedings in bankruptcy (or any other similar action) are commenced;

9.2.3 the other party has a trustee, receiver, administrative receiver or similar officer appointed over it or any of its assets or effects or over all or any part of its undertaking or assets; or

9.2.4 in the case of a limited company, the other party has a petition presented against it or convenes a meeting for the purpose of considering a resolution to wind up or other steps are taken against it for its winding up or for the making of an administrative order (otherwise than for the purpose of a solvent amalgamation or reconstruction).

9.3 Any termination of this Agreement shall be without prejudice to the rights of either party accrued to the date of termination.

9.4 Upon termination Numbersales.com shall cease to supply the Services to the customer.

9.5 All Telephone Numbers shall revert to Numbersales.com and will no longer be available for use by the Customer.

9.6 Any Charges payable to Numbersales.com by the Customer shall immediately become due to Numbersales.com and the Customer shall promptly on demand pay the same.

9.7 The Customer shall not be entitled to any compensation in respect of such termination.

## 10. GENERAL

10.1.1 Numbersales.com shall address all bills and serve any notices on the Customer pursuant to this Agreement in writing either by post to the address set out on the Customer Order Form or, if the Customer has informed Numbersales.com of any change of address (the "New Address"), to the New Address or by facsimile to the facsimile number set out on the Customer Order Form or, if the Customer has informed Numbersales.com of any change of facsimile number ("Customer's New Facsimile Number") to the Customer's New Facsimile Number.

10.1.2 The Customer shall serve any notice pursuant to this Agreement on Numbersales.com in writing either by post to: Numbersales.com, 3<sup>rd</sup> Floor, Bristol and West House, Post Office Road, Bournemouth, Dorset, BH1 1BL, or to such other address as informed to the Customer by Numbersales.com. Such notice shall be addressed to Numbersales.com or by facsimile to 08448 118 683 or if Numbersales.com has informed the Customer of any change of facsimile number, to Numbersales.com's New Facsimile Number.

10.1.3 All documents shall be deemed served 48 hours after posting or, in the case of transmission by facsimile, 12 hours after the time of dispatch.

10.2 Failure by Numbersales.com to exercise any of its rights under these terms and conditions shall not be a waiver of forfeiture of such rights. No express or implied waiver by Numbersales.com shall be construed as a continuing waiver, nor shall it prevent Numbersales.com from acting upon that or any subsequent breach or from enforcing any term and condition. No concession granted by Numbersales.com to the Customer shall operate as a waiver or forfeiture nor shall it prejudice exercise of Numbersales.com rights (whether or not the Customer shall have acted upon the same or shall have received any prior notice withdrawing such concession).

10.3 These terms and conditions shall override any other terms and conditions stipulated by the Customer (even if submitted in a later document).

10.4 Subject to clause 10.5 below, the Customer acknowledges that it has not been induced to enter into this Agreement by any representations made before or on entering into this Agreement (whether made negligently or innocently or whether oral or written) and that it has only relied upon matters set out in this Agreement in deciding to enter into this Agreement.

10.5 The Customer acknowledges that the only remedy it has against Numbersales.com for any misrepresentation or untrue statement shall be a claim for damages for breach of this agreement. However if Numbersales.com has made any fraudulent representation upon which the Customer has relied the Customer may pursue Numbersales.com, and the Customer shall be entitled to all available remedies under English Law.

10.6 No variation of this agreement may be effective unless granted in writing by Numbersales.com

10.7 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected as a result.

10.8 The Customer may not assign its rights or transfer its obligations under this Agreement in whole or in part unless Numbersales.com is required to permit it to do so pursuant to any law or regulation. Numbersales.com shall be permitted to assign this Agreement in whole or in part to any third party.

Reference in these terms and conditions to Numbersales.com shall be deemed to include a reference to its assigns.

10.9 This agreement is governed by English Law and English Courts shall have exclusive jurisdiction as regards any dispute arising out of the same.