

Terms and Conditions



The Service

- 1.1 Barclay Telecom Ltd. will make the Service available to you as soon as reasonably practicable, following Barclay Telecom Ltd.'s acceptance of your application. In any event Barclay Telecom Ltd. will begin providing the Service 30 days after the Agreement comes into force in accordance with clause 4.1 or at such a time as has been agreed between you and Barclay Telecom Ltd.
- 1.2 Barclay Telecom Ltd. will either provide you with an auto dialler unit or similar device for low cost call routing or activate your telephone numbers for carrier pre-selection. The auto dialler, ATA, router or (phone system if rented) will remain the property of Barclay Telecom Ltd., but you will be responsible for keeping it safe from damage or theft while it is in your custody. You agree to pay Barclay Telecom Ltd. 1) the sum of £60 each, or, 2) Agree to pay Barclay Telecom Ltd. all legal costs involved in recovering the money if the Auto dialler, ATA, router or (phone system if rented) is lost or damaged or if upon the termination of this Agreement for any reason, you do not return the Auto dialler, ATA, router or (phone system if rented) to Barclay Telecom Ltd. free of damage and in full working order.
- 1.3 Barclay Telecom Ltd. may route your calls over any carrier or carriers that it may choose for the provision of the Service. You agree that Barclay Telecom Ltd. may act as your agent for the purpose of notifying any carrier that Barclay Telecom Ltd. may choose to use for the provision of the Service that your customer line identification (CLI) should be registered for use by Barclay Telecom Ltd. You agree that Barclay Telecom Ltd. shall have full authority to instruct the carrier on your behalf to cancel any existing CLI registration you might have with any other service provider and to substitute Barclay Telecom Ltd. as your service provider.
- 1.4 In order to improve the Service, Barclay Telecom Ltd. may, from time to time, change the procedures or methods by which you will access the Service. Barclay Telecom Ltd. will notify you within a reasonable period before any such change is due to take effect.
- 1.5 Barclay Telecom Ltd. may also provide you with the billing of your line rental. If so all lines will be maintained by BT Wholesale or BT Openreach, but your customer service will be provided by Barclay Telecom Ltd. Barclay Telecom Ltd. reserve the right to suspend telephone lines for any necessary reason.

Charges and Payment

- 2.1 You will be charged for calls at Barclay Telecom Ltd.'s published rates. Barclay Telecom Ltd. may vary its rates without notice.
- 2.2 Barclay Telecom Ltd. will usually send you a bill once a month to the address set out on your registration form (or such other address as you request that Barclay Telecom Ltd. uses for billing). You must pay all charges within 14 days by direct debit. Barclay Telecom Ltd. will normally send reminders for late payment, but Barclay Telecom Ltd. may, if it wishes, charge you interest at 4% over HSBC's Bank Plc's base rate for the whole period of any late payment.
- 2.3 In the event that any sum remains outstanding for more than 14 days Barclay Telecom Ltd. may, if it wishes, either terminate the Service or suspend the Service until such time all sums owing have been paid in full, together with such security deposit as Barclay Telecom Ltd. may require. If your account is suspended Barclay Telecom Ltd. will charge £25 per telephone number for the administration of reactivation of service. If a line is disconnected there will be a new line installation charge to restore service. Barclay Telecom Ltd. can not guarantee that your previous telephone number will be available.
- 2.4 If any sums owing are overdue by more than 60 calendar days, Barclay Telecom Ltd. may instruct solicitors to recover outstanding balances. You will be liable for the debt plus interest and any costs chargeable by our solicitor including enforcement costs.
- 2.5 In the event a payment received by Barclay Telecom Ltd. is returned unpaid there is a £15 administration charge.

Your Obligations

- 3.1 You will ensure that any equipment you use with the Service and the Auto dialler, router, ATA, or phone system is in good working order and complies with all applicable standards, requirements and approvals.
- 3.2 You will ensure that the Service is not used for any improper or unlawful purpose or in a manner which is offensive, (including indecent, menacing, nuisance, defamatory or hoax calls).
- 3.3 You will comply with any reasonable requests and directions that Barclay Telecom Ltd. may make, regarding your use of the Service and/or the Auto dialler, router, ATA or phone system, as may be necessary to ensure the quality and operational integrity of the Service.
- 3.4 FAIR USE POLICY: Applicable to Free Calls to O2 tariff; If more than 50% of the total minutes to mobile networks on a monthly basis are to O2 mobiles, surplus minutes will attract a surcharge of 50% of the normal published rate to call a mobile phone. (e.g. a customer whose mobile call minutes total is 10000 and 9000 minutes are to O2, the surplus calls are charged at 12.75p per minute (8.5p plus 50%). The excess O2 minute volume is the difference between the actual O2 minute volume of 9000 minutes and the maximum fair usage (in this case) of 5000 minutes. Here the surcharge would be 4000 minutes x 12.75p per minute, and the actual billed amount would be £510 for all calls to O2 Mobiles). The average call cost per minute for O2 Mobile in this example would be 5.66p per minute (£510/9000 minutes).

Length of the Contract

- 4.1 This Agreement shall come into force on and with immediate effect from the date the Barclay Telecom Customer Agreement (Part 6) is signed ("the Commencement Date").
- 4.2 You commit to an initial minimum contract term of 24 months for the call charges and line rental services.
- 4.3 This Agreement will remain in force (unless terminated earlier in accordance with this Agreement) for the Initial Period, and will continue thereafter until terminated in accordance with clause 5 of this Agreement.

Termination

- 5.1 Thirty (30) days before the end of the Initial Period (or any subsequent periods) you may terminate this Agreement, by giving Barclay Telecom Ltd. 30 days written notice to terminate this Agreement to expire with effect from the last day of the Initial Period or to expire on any subsequent annual anniversary of the Commencement Date.
- 5.2 You may terminate this Agreement if Barclay Telecom Ltd. varies its terms, resulting in an excessive increase in the charges or changes that alter your rights under this Agreement to your detriment, by giving us written notice to the registered office address below within 30 days of the changes. This does not apply if we raise charges by an amount equal or less than the percentage in the Retail Prices Index (RPI).
- 5.3 Barclay Telecom Ltd. will be entitled to charge an early termination charge for customers subscribed to the line rental and calls service equal to a sum of the line rental charges and 30 days average call charges, to the extent not already paid, for the remainder of the term as per the date under clause 4.2.
- 5.4 Barclay Telecom Ltd. will be entitled to charge an early termination charge for customers subscribed to the calls only service. The early termination charge will be equal to a sum of 30 days average call charges.
- 5.5 You may terminate this Agreement before the Initial Period has expired if you give us 30 days written notice of cancellation and pay us all charges that are due plus the early termination charge as described at 5.3 or 5.4, as the case may be.
- 5.6 If you do not give us 30 days written notice of cancellation (whether before or after the Initial Period (or any subsequent periods) has expired) Barclay Telecom Ltd. will be entitled to charge an amount equal to 30 days average call charges in addition to any other termination charges which arise.
- 5.7 Barclay Telecom Ltd. may terminate the Service without notice if you become subject to any bankruptcy proceedings or you make an arrangement with your creditors, or a receiver is appointed over any of your assets, or you do not pay your bill when due, or if we have good reason for believing that any information you have given us is false or misleading.
- 5.8 In addition, Barclay Telecom Ltd. may terminate this Agreement at any time after the Initial Period has expired by giving you at least 30 days written notice.

Changes to this Agreement

- 6.1 We may change this Agreement and the charges at any time. Changes will be notified in writing to you. If we increase the charges for services you are using or change this Agreement to your disadvantage we will give you 30 days written notice before the increase in charges or changes takes place delivered to the last correspondence address notified to us by you.

Liability

- 7.1 Barclay Telecom Ltd. will provide the Service using the reasonable skill and care that would normally be expected of a competent telecommunications service provider. Barclay Telecom Ltd. cannot, however, guarantee that the Service will never suffer from faults. From time to time the Service may be temporarily interrupted or degraded because of operational reasons or matters beyond Barclay Telecom Ltd.'s control. If this happens, you may continue to make calls using your existing British Telecom service, by removing the Auto dialler, or if using CPS by dialling the prefix 1280. Barclay Telecom Ltd. will take all reasonable steps to ensure that the Service is restored promptly. Barclay Telecom Ltd. shall have no further obligation to you. In no event, will Barclay Telecom Ltd. have a liability for any loss you may suffer as a consequence of any disruption or suspension to the Services. In particular, Barclay Telecom Ltd. will have no liability to you for any indirect or consequential loss you may suffer, including loss of profile, savings, wasted expenses, financial loss or loss of or damage to data, even where Barclay Telecom Ltd. is aware of the possibility of such loss.
- 7.2 In any event, Barclay Telecom Ltd.'s liability under this Agreement for any loss suffered by you, shall be limited to the lower of £1,000 or the total charges paid by you in the twelve months before the act or omission events giving rise to the liability.
- 7.3 Nothing in these Terms and Conditions shall limit or exclude Barclay Telecom Ltd.'s liability for death or personal injury.
- 7.4 Neither you nor Barclay Telecom Ltd. shall be liable to the other for any loss or damage, which may be suffered by the other due to any cause beyond our reasonable control. Including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecom operations or other competent authority, war, act of terrorism, civil disorder or military operation.

General

- 8.1 These terms and conditions shall be construed in accordance with Northern Ireland and United Kingdom law, and disputes shall be subject to the exclusive jurisdiction of the Northern Ireland and United Kingdom courts.
- 8.2 If a court decides that any part of these terms and conditions is not enforceable, that part will not apply, but the remaining terms and conditions will continue to apply.
- 8.3 You may not assign this Agreement to any other person without Barclay Telecom Ltd.'s prior written consent.
- 8.4 This application and these Terms and Conditions constitute the entire agreement between Barclay Telecom Ltd. and you. No warranty, term or condition, other than those contained in these Terms and Conditions, will govern either your or Barclay Telecom Ltd.'s rights and obligations relating to the Service.
- 8.5 In these Terms and Conditions, 'Barclay Telecom Ltd.' and 'Service' shall have the meaning given to those terms on the registration document and tariff sheets and shall mean the provision of the Service arising upon the acceptance of your registration by Barclay Telecom Ltd. 'Agreement' shall mean these Terms and Conditions that define the service that you have applied to Barclay Telecom Ltd. to provide to you. 'Initial Period' shall mean the twelve months starting on the date the Barclay Telecom Customer Agreement (Part 6) is signed.

