



voneus
taking you further

Terms and Conditions for Telephony services supplied by Voneus Limited

These Terms and Conditions (document version 1.0) applies to all transactions with the Voneus Limited in the provision of telephony services whether placing your order directly through our or any approved third-party websites, by telephone or by post or any other method accepted by us.

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Registered in England and Wales number 07849963



1. PURPOSE OF THESE CONDITIONS

- 1.1. The purpose of these Conditions is to establish the general terms and conditions applicable to the delivery of telephony service supplied by Voneus to the Customer from time to time.
- 1.2. The parties shall enter into one or more Telephony Service Agreements describing the responsibilities and obligations specific to the applicable services.

2. DEFINITIONS & INTERPRETATIONS

- 2.1. In these Conditions, and any Contract (as defined below), the following definitions shall apply unless the context requires otherwise.

"Authorised Representative" means, in respect of each party, you and Voneus Limited.

"Authority" means OFCOM or any other relevant regulating authority which has the right to frame Guidelines for the Services.

"Business Day" means any day, other than a Saturday, a Sunday or a public holiday in England, when the banks are open for business in London but does not include the availability of our helpdesk, which is open every day of the year.

"Customer" means the person identified in the Telephony Services Agreement.

"Voneus" means Voneus Limited, a Company incorporated under the laws of England & Wales with registration number 07849963 and whose registered office is at Suite 3B2 Northside House, Mount Pleasant, Cockfosters, Hertfordshire, EN4 9EB, or one of its Group Companies.

"Voneus Equipment" means any equipment (including any software on it) which is used by Voneus to provide the Services (including any such equipment on the Customer's premises) the ownership of which vests with Voneus, any of its Group Companies or its third-party suppliers.

"Contract" means the contract between Voneus and the Customer for the supply of Services and/or Goods in accordance with these Conditions comprising these Conditions, the Privacy Policy and the Telephony Service Agreement(s) describing the responsibilities and obligations specific to the applicable Services.

"Deliverables" means all documents, products and materials developed by Voneus or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

"Effective Date" means the date in which the equipment is delivered, switched on for the first time and connects to our platform in readiness to commence the delivery of services.

"Fees" means the fees payable by the Customer for the supply of Services as set out in the relevant Telephony Service Agreement and these include any standing monthly charges for the use of the service and any fees incurred by the Customer using the service to make and receive telephone calls.

"Group" means, in relation to a Voneus, that Voneus, any subsidiary or holding Voneus from time to time of that Voneus, and any subsidiary from time to time of a holding Voneus of that Voneus.

"Group Company" means, in relation to a Voneus, any member of its Group, and "Group Companies" shall be interpreted accordingly.

"Guidelines" means any guidelines, rules or regulations made by any Authority that are applicable to the Services.

"Initial Term" means the initial period (starting on and including the Service Start Date) during which Voneus is to provide the Services to the Customer and is that period specified as such in the Telephony Service Agreement or on Voneus's online portal (where the Customer is permitted to order or provision services by this means), as the case may be, or, if none is specified, a period of 12 months starting on and including the Service Start Date.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.



"Pre-existing Materials" means all documents, information and materials provided by Voneus relating to the Services which existed prior to the Effective Date, including computer programs, data, reports and specifications.

"Renewal Term" means the further period (following the Initial Term or another Renewal Term) during which Voneus is to provide the Services to the Customer and is that period specified as such in the Order Form or the Telephony Service Agreement or on Voneus's online portal (where the Customer is permitted to order or provision services by this means), as the case may be, or, if none is specified, a period of twelve months commencing on and including the day immediately following the last day of the Initial Term or the previous Renewal Term, as the context requires.

"Telephony Service Agreement" means the written agreement which describes or specifies the Services and contains additional terms particular to those Services.

"Service Levels" means the performance standards set out in the Telephony Service Agreement in accordance with which Voneus is to provide the Services.

"Service Start Date" means the date on which Voneus first makes a Service available for use by the Customer.

"Services" means the services, including the Deliverables, supplied by Voneus to the Customer as set out in the Order Form and the Telephony Service Agreement.

"Site" means the premises at which Voneus agrees to provide the Services to the Customer as specified in the Order Form, or any other location as may be agreed by the parties in writing from time to time.

"Term" means the Initial Term together with any Renewal Term.

"Unforeseen Event" bears the meaning given in the conditions below.

2.2. Interpretation - the following rules of interpretation shall apply in these Conditions (and any Contract made under or incorporating them):

- 2.2.1. condition, clause and paragraph headings are for ease of reference only and shall not affect interpretation;
- 2.2.2. a reference to a condition is to a condition of these Conditions;
- 2.2.3. a reference to one gender includes any other gender;
- 2.2.4. words in the plural shall include the singular and likewise the other way around;
- 2.2.5. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.2.6. a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and
- 2.2.7. any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

3. BASIS OF CONTRACT

- 3.1. The Telephony Service Agreement constitutes an offer by the Customer to purchase Services and/or the Goods in accordance with these Conditions and the Privacy Policy.
- 3.2. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Voneus which is not set out in the Contract.
- 3.3. These Conditions and the relevant Telephony Service Agreement apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing or which may be implied or incorporated into the Contract by statute or at common law.
- 3.4. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.



4. TERM

- 4.1. Voneus shall start to provide the Services to the Customer on the first day of the Initial Term.
- 4.2. Voneus shall continue to provide the Services for the Initial Term unless the Contract is terminated earlier in accordance with the statutory “cooling off” period and any termination clauses that may apply.
- 4.3. The term of the Contract shall automatically extend for the Renewal Term at the end of the Initial Term and at the end of each Renewal Term, unless the Customer gives notice to Voneus 30 days before the end of the Initial Term or the relevant Renewal Term, to terminate the Contract at the end of the Initial Term or the relevant Renewal Term, as the case may be.

5. SERVICES

- 5.1. Voneus shall provide the Services to the Customer on the terms and conditions of the Contract.
- 5.2. Customer obligations and Use of Services
 - 5.2.1. The Customer shall:
 - (a) provide, for Voneus, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises (or any premises of an end user), office accommodation, data and other facilities as reasonably required by Voneus in order to supply the Services, including to maintain, repair, alter, modify or adjust Voneus Equipment, and such access shall be within normal business hours unless agreed otherwise, and the Customer shall not prevent or delay Voneus carrying out maintenance work;
 - (b) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, and without prejudice to the generality of the foregoing, the Customer shall:
 - (i) provide any electricity and telecommunications connection points required by Voneus at the Site in connection with the Services;
 - (ii) provide any internal cabling required between Voneus Equipment and the Customer's equipment;
 - (iii) inform Voneus of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
 - (iv) ensure that all its equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and is technically compatible with them, and conforms to all relevant United Kingdom standards or requirements (and Voneus reserves the right to disconnect any Customer equipment which does not comply with this condition or to require the Customer to do so);
 - (v) ensure that the network used to deliver Voneus's Hosted Voice Services has the bandwidth and quality required to deliver such Services.
 - (vi) comply with, and where applicable procure that its customers comply with, Voneus's reasonable instructions in connection with the use of the Services and Voneus's policies in force from time to time; and
 - (vii) not use or permit the Services to be used:
 - a. in breach of any applicable law or for any unlawful purpose or in such a way as to infringe a third-party's rights;
 - b. make any calls which in breach of the Malicious Communications Act 1988, Communications Act 2003 or for any other use that would constitute a criminal offence;
 - c. in such a way as may cause interruption, interference, impairment or degradation of any communications system used to provide the Services or services provided by Voneus to any of its other customers;
 - 5.2.2. Voneus shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises
 - 5.2.3. The Customer hereby agrees to indemnify and hold Voneus harmless at all times from any claim suffered or incurred by Voneus (including all losses, damages, costs and expenses of any kind suffered or incurred by Voneus in connection with such a claim) by virtue of the Customer's misuse of the Services or Voneus Equipment, and any charges levied by its third-party providers to which Voneus is exposed as a result of the Customer's actions.



5.3. Voneus Equipment

- 5.3.1. In respect of any Voneus Equipment installed at the Site, the Customer shall:
- (a) ensure that Voneus Equipment is kept under suitable conditions (including suitable electrical power) in accordance with the relevant instructions and standards and follow any operating instructions as Voneus may give from time to time;
 - (b) not permit any equipment or apparatus to be attached to Voneus Equipment except as may be approved by Voneus from time to time;
 - (c) notify Voneus promptly if it discovers Voneus Equipment is operating incorrectly in accordance with Voneus's fault reporting procedures;
 - (d) at all reasonable times permit full and free access to the Site and to Voneus Equipment to Voneus, its employees, contractors and agents, and provide them with adequate and safe working space and any facilities as are reasonably required to enable Voneus to perform corrective maintenance services while at the Site (as Voneus deems appropriate), including for purposes of disconnecting and removing Voneus Equipment after the Contract has ended;
 - (e) not allow any person other than Voneus, or Voneus's employees, contractors or agents, to maintain, repair, alter, modify or adjust Voneus Equipment without the prior written approval of Voneus;
 - (f) not sell, transfer, dispose of, let, mortgage or charge Voneus Equipment or allow any distress, seizure or execution of or against it or otherwise do anything prejudicial to Voneus's or the owner's rights in it; and
 - (g) return Voneus Equipment to Voneus for maintenance as may be requested by Voneus.
- 5.3.2. Voneus Equipment will at all times belong to Voneus.
- 5.3.3. The Customer shall be responsible for all loss or destruction of, or damage to, Voneus Equipment whilst it is situated on the Site (save for loss, damage or destruction caused by Voneus's actions or the actions of its employees, contractors or agents).
- 5.3.4. Voneus may modify or replace Voneus Equipment from time to time provided that any such modification or replacement does not materially impair performance of the Services.
- 5.4. Assignment and Subcontractors
- 5.4.1. Voneus may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.
- 5.4.2. The Customer shall not assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under Contract without the prior written consent of Voneus.

6. SERVICE LEVELS

6.1. Quality

- 6.1.1. Voneus shall supply the Services to the Customer materially in accordance with the Telephony Service Agreement (and any specification provided in writing by Voneus referred to in it).
- 6.1.2. Voneus shall use its reasonable endeavours to meet any performance dates specified in our correspondence, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 6.1.3. Voneus warrants to the Customer that:
- 6.1.3.1. the Services will be provided using reasonable care and skill;
 - 6.1.3.2. where Voneus has agreed a Service Level, it shall use reasonable endeavours to ensure the standard of performance meets or exceeds the Service Levels specified in the relevant Telephony Service Agreement; and
 - 6.1.3.3. where the parties have not agreed a Service Level, Voneus will use reasonable endeavours to provide Services at a level that meet or exceed generally accepted industry standards.
- 6.1.4. Without prejudice to any right or remedy which Voneus may have (whether under the relevant Contract or otherwise), Voneus will not be liable to the Customer in respect of any failure to meet Service Levels in respect of any period during which any Fees or other amounts payable to Voneus are overdue (whether or not payable pursuant to that Contract) or the Customer is otherwise in breach of any Contract.



- 6.2. Exclusions - Voneus shall not be in breach of the Contract nor have any liability to the Customer for failing to attain a particular Service Level if such breach or failure is due to:
- 6.2.1. planned maintenance or service change of which Voneus has given the Customer advance notice;
 - 6.2.2. a failure of, or fault in, equipment not covered by the scope of the Service or of the Customer's own equipment or network;
 - 6.2.3. a force majeure event;
 - 6.2.4. a negligent act or omission of the Customer or its family, friends, occupiers, licensees, officers, employees or agents;
 - 6.2.5. a negligent act or omission of a Customer's third-party contractor (other than Voneus);
 - 6.2.6. the Customer's failure to follow Voneus's reasonable instructions or preventive measures of which Voneus has, in either case, previously given written notice to the Customer as being necessary to attain or maintain the Service Levels; or
 - 6.2.7. suspension of the Service where Voneus is entitled to do so under the Contract;
 - 6.2.8. where the provision of the Services is dependent on the availability of the Internet and the connection of the Services to the Internet and Voneus is not responsible for providing such connectivity;
 - 6.2.9. where any failure to provide a Telephony Service in accordance with the Contract (including applicable Service Levels) to the extent that such failure is attributable to any deficiency in the chosen network or to any third-party connectivity services including any third-party connectivity network failure.
- 6.3. Supply of Goods
- 6.3.1. Voneus shall use its reasonable endeavours to meet any delivery dates specified in our correspondence quoted for delivery, but any such dates shall be estimates only and time shall not be of the essence for delivery of the Goods.
 - 6.3.2. If the Customer fails to accept or take delivery of the Goods within 10 Business Days of Voneus notifying the Customer that the Goods are ready, the Goods will be deemed to have been delivered at 9.00 am on the next Business Day thereafter and Voneus shall store the Goods until delivery takes place, provided that if within 20 Business Days after Voneus notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery.
- 7. INTELLECTUAL PROPERTY RIGHTS**
- 7.1. Rights in Deliverables and Pre-existing Materials - as between the Customer and Voneus, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials and all Intellectual Property Rights otherwise arising out of performance of the Contract (including any such rights in any software provided by Voneus in connection with a Service) shall be owned by Voneus. Voneus hereby licenses all such rights to the Customer free of charge and on a non-exclusive, non-transferable, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services. If the Contract is terminated the licence granted under this condition they shall automatically terminate.
- 7.2. The Customer agrees not to copy, decompile, disassemble or modify any software provided to the Customer or permit anyone else to do so.
- 7.3. Third-party Rights in Pre-Existing Materials.
- 7.3.1. The Customer acknowledges that, where Voneus does not own any of the Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on Voneus obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Voneus to license such rights to the Customer, and the Customer acknowledges and accepts that its use of any such Pre-existing Materials shall be subject to the licence terms of the relevant licensor(s).
 - 7.3.2. Voneus shall defend the Customer against any claim arising as a result of Voneus's failure to obtain a licence required and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
 - 7.3.2.1. Voneus is given prompt notice of any such claim;
 - 7.3.2.2. the Customer provides reasonable co-operation to Voneus in the defence and settlement of such claim, at Voneus's expense; and
 - 7.3.2.3. Voneus is given sole authority to defend or settle the claim.



8. CHARGES AND PAYMENTS

8.1. Fees

- 8.1.1. In consideration of provision of the Services by Voneus, the Customer shall pay Voneus the Fees, as varied from time to time in accordance with the terms of the Contract.
- 8.1.2. The price for Goods shall be the price set out in the Telephony Services Agreement.

8.2. Taxes and Duties

- 8.2.1. The Fees are inclusive of all taxes (including Value Added Tax), levies, duties, fees or charges. All such taxes, levies, duties, fees or charges that pertain to the Services and/or the Goods shall be shown separately in the invoices raised.

8.3. Invoicing

- 8.3.1. Voneus shall invoice the Customer in advance for the Fees together with any applicable taxes, levies, duties, fees or charges at the appropriate rate. Each invoice shall describe the Services and/or the Goods to be provided and any applicable taxes, levies, duties, fees or charges.
- 8.3.2. Voneus shall subsequently invoice the Customer in arrears for the use of the telephony service within a billing period and these shall appear in invoices generated at monthly intervals.
- 8.3.3. Each outbound call will have a minimum charge of 2 pence.
 - 8.3.3.1. The first invoice will be for any standing charges and Goods alone; and
 - 8.3.3.2. Subsequent invoices will be for any standing charges, Goods purchased subsequently and for any usage charges incurred.
- 8.3.4. The Customer shall pay each invoice submitted to it by Voneus in full and in cleared funds, without any set-off, counterclaim, deduction or withholding except as required by law, automatically via the payment methodology elected by the customer using the Voneus web site portal.

8.4. Change in Rates

- 8.4.1. The Customer acknowledges and agrees that any call rates provided for under a Telephony Service Agreement are not controlled by Voneus and those rates may change. In these circumstances Voneus will give 7 days' notice to the Customer. The Customer is advised to follow Voneus's web site and communiques transmitted to the Customer for the latest applicable rates. All such call rates will be billed in accordance with the terms of the relevant Telephony Service Agreement. The Customer shall not be entitled to terminate the Contract under this condition by reason of any increase in call rates made by Voneus further to changes to rates charged by its third-party providers for a Service.
- 8.4.2. The parties agree that Voneus may review and increase the Fees where it is required to do so by law or by any governmental or other regulatory authority. Voneus will give the Customer as much notice of any such increase as is reasonably practicable in the circumstances.

8.5. Effect of Termination

- 8.5.1. All sums payable to Voneus under the Contract shall become due immediately on its termination, despite any other provision.
- 8.5.2. In the event that the Customer cancels or terminates a Service or the Contract before the end of the Initial Term or the Renewal Term (as the case may be), Voneus may at its discretion claim from the Customer, and the Customer shall pay any remaining Fees which would have been due under the Contract for the terminated Service(s) from the date of termination to the end of the Initial Term or the Renewal Term (as the case may be);

9. TERMINATION

- 9.1. Without prejudice to any other rights or remedies which Voneus may have, Voneus may terminate the Contract without liability or ongoing obligation to the Customer immediately on giving notice to the Customer if:
 - 9.1.1. the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 9.1.2. the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the Customer being notified in writing of the breach;



- 9.1.3. the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 9.1.4. the Customer suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a Voneus) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 9.1.5. the Customer commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors;
- 9.1.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Customer;
- 9.1.7. an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Customer;
- 9.1.8. a floating charge holder over the assets of the Customer has become entitled to appoint, or has appointed, an administrative receiver;
- 9.1.9. a person becomes entitled to appoint a receiver over the assets of the Customer, or a receiver is appointed over the assets of the Customer;
- 9.1.10. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 9.2. Voneus may terminate the Contract for convenience by giving 3 months' advance written notice to the Customer.
 - 9.2.1. if any third-party services used in connection with the provision of the Services are suspended; or
 - 9.2.2. suspension is required for any other reason that is beyond Voneus's reasonable control;

10. RIGHT TO CANCEL

- 10.1. You have the right to cancel this Agreement from the point that you place your order with us up fourteen days after the you receiving the equipment, your install being completed or your services being activated.

11. INFORMATION AND DATA PROTECTION

- 11.1. After you have ordered services from us, in order to access the services, we may provide you with a user identity (User ID) and password.
- 11.2. You are responsible for the security and proper use of all User IDs and passwords and must keep them confidential and not disclose them to any third party without first obtaining written authorisation from us.
- 11.3. You must inform us immediately if :-
 - 11.3.1. You suspect that any User ID and password in relation to the services has or may have become known to someone who is not authorised to use it and/or
 - 11.3.2. You forget a password. Providing that you satisfy any security checks as may be reasonably required by us, we will issue you with a new password.
- 11.4. We may at any time, subject to the relevant legal and statutory provisions, use any information that you have provided to us, together with any other relevant information, for the purposes of administration, credit scoring, consumer services, training, marketing, tracking use of our services (including processing call, usage, billing, viewing and interactive data), profiling your usage and purchasing preferences and providing you with services.
- 11.5. We may disclose your personal information to any Group Company and our sub-contractors and agents for the above-mentioned purposes. You have a right to ask in writing for a copy of your information (for which we may charge a small fee for information not



accessible through our website) and to require us to correct any inaccuracies. We will not pass your information to any other 3rd parties without your written consent.

11.6. From time to time, we, or a third party acting on our behalf, may contact you by mail, telephone, email or other method with information about our products and services (including discounts and special offers). If you do not wish to receive marketing or promotional information from us, you must confirm this to us in writing.

11.7. We will only discuss your account with you or with an authorised user that you have notified us of by e-mail or in writing.

11.8. We may record or monitor telephone calls made to our main line, sales or helpdesk numbers to help us to improve our services.

12. LIABILITY

12.1. We are legally responsible to you only as set out in this Agreement.

12.2. Our entire liability to you for something we or anyone who works for us does or does not do in respect of breach of contract, negligence or pre-contractual misrepresentation will be limited to the lower of the value of any direct losses you incur or:

12.2.1. £10,000 for damage to property;

12.2.2. £5,000 for all other losses which are not excluded by any clause in this agreement;

12.3. We are not liable to you in any way for any indirect, consequential, incidental losses or damages or any loss of profits, revenue, expenses, goodwill, anticipated savings however they may be caused and even if they were and are foreseen by you and notified to us in any manner.

13. GENERAL

13.1. The law of England and Wales will apply to this Agreement and you and we agree to the exclusive jurisdiction of the English and Welsh courts.

13.2. If a clause or condition of this Agreement is not legally effective, the rest of this Agreement remains effective.