



# Terms and Condition

## Version 2.1

Spa Telecoms Ltd  
Harmac House, Chequers Close  
Enigma Business Park  
Malvern, Worcs, WR14 1GP  
Tel: 0844 77 93 190  
Fax: 08447 79 69 59

These terms and conditions were published on our website on 25/06/11 and will take effect as of 02/07/11.

Version 2.1

### Section 1 - Definition

1.1 In these conditions (unless the context otherwise requires):

- (a) "the Contract" means the contract between you and us for the provision of the Services subject to these terms and conditions;
- (b) "the Services" means the ability for you to make telephone calls via our network or any of our suppliers network in accordance with the terms of the Contract;
- (c) "we" "us" "our" and "Spa Telecoms" means "Spa Telecoms Ltd", whose registered office details are, Harmac House, Chequers Close, Enigma Business Park, Malvern, Worcs, WR14 1GP registered in England and Wales. Our Registration number is 6891303
- (d) "Working Hours" are 9:00am to 5:00pm Monday to Friday but not including public bank holidays or any date/time which will be emailed to you at least 7 days before;
- (e) "you" and "your" means [the person or company to which relates to the registered telephone numbers with "Spa Telecoms Ltd" and/or the person(s) and/or company named herein/overleaf].
- (f) "Pending" means any order/service which has not yet been completed.
- (g) "Permission" means you will require Authorisation from Spa Telecoms Ltd which must be in written form. We apply charges for this.
- (h) "Committed Date" means a date which has been guaranteed by us, in written form.
- (i) "True fault" means a fault which is found not to be "your" fault.
- (j) "domestic" and/or "small business customer", means a customer of that provider who is neither —
  - (a) himself a communications provider; nor

(b) a person who is such a customer in respect of an undertaking carried on by him for which more than ten individuals work (whether as employees or volunteers or otherwise).

- (l) "in writing" this means a written letter sent by recorded means.
- 1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.
- 1.3 The headings in these conditions are intended for reference only and shall not affect their construction.

### Section 2 - General

- 2.1 We may change these terms and conditions at any time. We will give you 7 days' notice of any changes by writing to you and/or publishing them on our website ([www.spatelecoms.co.uk](http://www.spatelecoms.co.uk)).
- 2.2 The Contract sets out the whole agreement between you and Spa Telecoms Ltd for the provision of the Services and supersedes all prior arrangements, understandings and agreements between you and Spa Telecoms Ltd or our agents.
- 2.3 If any particular clause of the Contract shall be or be held to be invalid or shall not apply to the contract the other clauses shall continue in full force and effect.
- 2.4 We may publish your name on our website; however you may request your name to be removed by sending a recorded letter to Spa Telecoms Ltd.
- 2.5 It is your responsibility to tell Spa Telecoms Ltd in writing if you are a "domestic or small business customer"
- 2.6 If at any time you give Spa Telecoms inaccuracies/incorrect information then Spa Telecoms reserves the right to charge admin fees and any other charges made to us by our suppliers.

### Section 3 - The Services

- 3.1 We will provide you with the Services in accordance with the Contract or any form authorised by you.

3.2 The Services do not include the provision of any telephones or other equipment and we do not provide a maintenance service, unless stated.

3.3 We shall provide the Services with the reasonable care and skill of a competent telecommunications service provider.

3.4 All data/information, times, dates and periods given for performances of the Services are given in good faith but without any responsibility on our part or guaranteed.

### Section 4 - Length of the Contract

- 4.1 The Contract shall begin on the date stated on the contract form, if the date is not stated on the contract the contract start date shall be when all services/ products are completely provisioned; And shall be for a minimum period of twenty four (24) calendar months unless stated higher on the contract, then.
- 4.2 Unless we are given 42 days' notice, in writing by you of your intention to terminate at the end of the term of the contract, a renewal contract will automatically be generated thereafter and become binding at deemed rates for the same duration as the original contract period or by us under clause 12.

### Section 5 - Your use of the Service

- 5.1 You agree not to use the Service:
  - (a) as a means of communication for a purpose other than that for which the Services are provided;
  - (b) for the transmission of any material that is defamatory, offensive, of an abusive, obscene or menacing character, or is of a nature which, if transmitted would constitute a criminal offence;
  - (c) to cause annoyance, inconvenience or needless anxiety;
  - (d) for any purpose which we may reasonably notify you of from time to time due to the introduction of new legislation



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5.2 You shall ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures.

5.3 You agree to indemnify us for all losses, fines, damages, claims, costs and expenses suffered or incurred by us arising from or in connection with your use of the Services in breach of clause 5.1.

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

5.5 You agree that you shall not sell on or supply the Services to anyone else on a commercial basis without Spa Telecoms Ltd permission.

5.6 You agree that where we provide a tariff rate service for 01 and 02 prefix numbers you will only use this for voice/fax calls.

5.7 You agree that any telephone line provided by us used for data or fax calls may at our sole discretion, be billed on our out of contract tariff if you fail to comply with any clause within the terms of the contract.

5.8 We may provide a flat rate service for 01 and 02 prefix numbers subject to usage of this tariff, if you do not meet your tariff usages requirement; we may at our sole discretion transfer any line registered with us on to a higher rate tariff.

## Section 6 – Use of your information

6.1 We, or our agents or employees or suppliers may use any information you provide us or we hold about you to:

(a) Assist us in the conduct and the provision of the Services to you;

(b) Write to you or telephone you with information about other services and products offered by us and our carefully selected partners.

(c) Detect fraud or loss or a change in your activity which you may benefit from by changing tariff.

6.2 We may process information from your bill and your use of the Services including size of bill, number of and duration of calls. This allows us to tell you about discounts and offers that may be

available. This information is solely for our use and will not be passed on to anyone else.

6.3 In connection with the Contract we may carry out credit and fraud prevention checks with a licensed credit agency. Both the credit agency and us will keep a record of your payment details and application and this may be shared with other agencies to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes. If they return a score that does not meet our credit score requirement we reserve the right to cancel or place on hold any Pending contract/order until we can agree some alternative payment plan e.g. payment of deposit.

6.4 If you would like us to stop processing your information then please write to us c/o The Data Protection Officer, Spa Telecoms Ltd, Harmac House, Chequers Close, Enigma Business Park, Malvern, Worcs, WR14 1GP.

## Section 7 – Allocation and use of Telephone Numbers

7.1 Where we provide you with a telephone number (including a code) for the purpose of providing the Services, you acknowledge however, that we are entitled to alter the telephone number (and/or the code) in our sole discretion. We agree that we shall only change that number where reasonably necessary after providing you with reasonable notice of such change.

7.2 You acknowledge that you have no right to sell, or to agree to transfer the number provided to you by us without Permission from Spa Telecoms Ltd.

## Section 8 - Telephone line and connection

8.1 You acknowledge that where the telephone line and connection are provided by "Spa Telecoms Ltd", if there is a fault

with either the line or the connection we would ask you to contact us and we will repair and maintain the line and connection in accordance with the terms and conditions of your agreement with us and our fault policy. You will remain responsible for all charges made by us relating to your telephone line and connection (together with any repair and maintenance charges (unless caused by our negligence)).

8.2 We will endeavour to connect you to the Service within 96 hours of the Committed Date.

## Section 9 - Suspension of Services by us

9.1 We may immediately suspend the provision of the Services to you until further notice without compensation. Such notice is to be either oral or in writing in the event that we are reasonably aware or suspect that:

(a) you are in breach of clause 5.1;

(b) you are in breach of clause 11.6 and have not remedied the breach within 7 days of receiving a reminder to pay your bill from us; or

(c) we are obliged to comply with an order, instruction or request of the UK Government, and emergency services organisation or other competent third party.

9.2 If we suspend the Services under clause 9.1(a) or (b) you shall reimburse us our costs and expenses reasonably incurred by us for this action and/or the recommencement of the provision of the Services, subject to a minimum reconnection charge of £150.00.

9.3 If we exercise the right to suspend the Services this shall not affect our right to terminate the contract under clause 12.

## Section 10 - Liability

10.1 Nothing in these terms shall exclude or limit our liability for death or personal injury caused by our negligence or that of our



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agents, or for any liability arising under Part I of the Consumer Protection Act 1987.

10.2 Nothing in this Contract shall impose any liability on us in respect of non-performance or services that are not performed in accordance with the Contract where such non-performance is directly due to your acts, omissions, negligence or default.

10.3 We shall not be liable for any loss that is not reasonably foreseeable or any loss calculated by reference to profits, income, or business or loss of such profits, income, or business or for any loss of data or goodwill.

10.4 We agree that we shall be liable to you if the Services are not available for a continuous period of 24 working hours or more in any one day and that unavailability is due directly to our fault. For each day that is so affected, our liability shall be limited to the sum of 5% of the charges incurred in the average month during the previous quarter. Such liability will be paid by us as a credit against your future invoices. This does not include any date changing unless they are Committed Dates.

10.5 Our aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed £500 for any one incident or series of related incidents.

## Section 11 - Charges and Payment

11.1 The charges for the Services shall be in accordance with our current price list and shall be charged from the Commencement Date.

11.2 We shall be entitled to amend these prices from time to time. If the rates are decreased, such decrease will be reflected in your next bill. Should we increase the rates, we shall provide you with 7 days' notice of such increase and the increase will take effect from the end of the 7 days unless stated otherwise. You shall be entitled to terminate these services with us and no penalty, on providing us with 30 days' notice.

11.3 We may from time to time impose a reasonable maximum limit on the amount of charges incurred in any one month. If this

limit is exceeded we may send you a bill before one are normally due, which may not state details.

11.4 Charges will be calculated using details logged and recorded by us or any of our suppliers.

11.5 Calls shall be charged to the nearest second increments and rounded up to the nearest penny. Minimum call charge will be charged as stated in the tariff detail. This can be provided to you on demand.

11.6 We shall prepare and send to you a bill every month detailing charges for the previous and future month. The bill shall be payable within 7 days of the date of invoice unless paid by direct debit.

11.7 All bills shall be paid by way of bacs or electronic bank payments or card payments or direct debit from an account/card held by you at a financial institution approved by us (such approval not to be unreasonably withheld or delayed). However there may be additional fees for some methods, please see our payment policy which can be found at [www.spatelecoms.co.uk/payments](http://www.spatelecoms.co.uk/payments).

11.8 If a payment is dishonoured or cancelled, we reserve the right to apply restrictions until the balance is paid, we shall be entitled to pass on to you any administration fees, which may include third party charges. All fees must be paid before the bar is removed.

11.9 Monthly charges incurred for periods of less than one month will be calculated on a daily rate (charge divided by number of days in the month times by the number of days used).

11.10 We may charge you interest both before and after judgement at a rate equal to 8% above base rate of Lloyds TSB on the late payment of our bill plus an admin fee.

11.11 We may set a credit limit on the amount of call charges you may incur each month. There may be a delay in processing your call files and you may exceed your credit limit; you will still be liable for all call charges.

11.12 In the event that you are billed incorrectly you are required to contact us by email/fax with 7 days of the invoice date, otherwise the charges will still stand.

## Section 12 - Termination

12.1.1 You may terminate the Contract under clause 4 providing 42 days' written notice is received by Spa Telecoms before the due contract end date.

12.1.2 You may terminate at any time, subject to payment equivalent to your average monthly bill for the rest of the period.

12.2 We may terminate the Contract at any time, providing you with 14 days written notice.

12.3 Notwithstanding any provision of the Contract, either you or we (without prejudice to its other rights) may terminate the Contract by giving notice in writing to the other, in the event that:

(a) the other is in material breach of any provision of this Contract and (where such breach is remediable) fails to remedy that breach within 14 days of written notice from the innocent party specifying the nature of the breach and how it could be remedied; or

(b) the other is subject to bankruptcy or insolvency proceedings or makes any arrangements or composition with or assignment for the benefit of its creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.

12.4 If we terminate the Contract under clause 12.3 you shall immediately pay us all outstanding charges for your use of the Services up to the date of the termination plus any administration fees.

12.5 If you/we terminate the Contract under any clause within the terms of the Contract, you must apply for transfer of any asset you may have with Spa Telecoms Ltd within 3 days. Otherwise we reserved the right to stop/cease these services to prevent credit accumulating further on your account.

## Section 13 - Matters beyond reasonable control

13.1 Neither you or we shall be liable to the other for any loss or damage which may be suffered by the other due to any cause



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beyond its 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 telecommunications operators or other competent authority, war, act of terrorism, civil disorder or military operations.

### Section 14 - Confidentiality

14.1 Neither you or we shall during the Contract or for a period of 2 years after its termination, disclose any of the other's confidential information nor any details of the other's commercial or technical activities except where such information is:

- (a) obtained from a third party or was already in the possession of the party before the Commencement Date;
- (b) required to be disclosed by law; or
- (c) is already in the public domain.

### Section 15 - Transfer

15.1 You may not transfer the whole or any part of the Contract without Permission from Spa Telecoms.

15.2 We reserve the right to transfer the whole or any part of the Contract or to assign the Contract in whole or in part at any time without notice to you.

15.3 In the event of you moving properties there will be no termination fees charged if you continue with our services at the new premises, admin charges may apply and new install / number transfer fees may also apply.

15.4 You may request your Migrations Authorisation Code at any point drawing your contract; however we may apply termination fees under Clause 12.1.2. To request your MAC please email support@spatelecoms.co.uk. We have the right to validate your identity first 15.5 and to reject your request

### Section 16 - Faults

16.1 We offer fault support within our "working hours", and there is no charge for a "true fault". However any call to our fault team that is found not to be a "true fault" will be chargeable, including any charges made to us by our supplier, and any action which they take on your behalf is also chargeable. To see our full fault policies please go to [www.spatelecoms.co.uk](http://www.spatelecoms.co.uk)

### Section 17 - Provisioning

17.1 All orders are chargeable, and all orders will have an additional admin fee applied to the total order cost.

17.2 Any order cancelled is subject to the full cost of the order plus an admin fee.

17.3 Any additional work that our or our supplies engineers undertake on your behalf is chargeable and may not be included within the original price quoted.

17.4 All new installations/activations are subject to a new two year contract unless we agree otherwise before the date of install/activation.

### Section 18 - Disputes

16.1 If you have a complaint or query regarding any aspect of the services including your bill, please contact our Customer Services team during Working Hours.

16.2 If you are not satisfied with the Services you may also refer any complaint to OFCOM at Office of Telecommunications, 50 Legate Hill, London, EC4M 7JJ.

### Section 19 - General

17.1 Failure by either you or us to exercise or enforce any right conferred by statute or the Contract shall not be deemed as a waiver of any such rights nor prevent the exercise or enforcement of such rights at a later date.

17.2 Any notice, bill or other document which may be given by either of you or us under these conditions shall be deemed to have been duly given if left at or sent by post or email to the addresses below. This excludes termination notices which should be sent by recorded delivery. Such notice shall be deemed served immediately if left at the address personally or within 72 hours if sent by post.

17.3 The Contract shall in all respects be governed by and construed in accordance with English law and both you and we agree to submit to the non-exclusive jurisdiction of the English courts. "Spa Telecoms Ltd" Harmac House, Chequers Close, Enigma Business Park, Malvern, Worcs, WR14 1GP.

### Section 20 - Special Relegation for "residential or small business customers"

20.1 For "domestic and small business" customers the following points do not apply: 15.5 and 4.2