

**TERMS AND CONDITIONS**

**for**

**Vostel Limited**

**THIS IS AN IMPORTANT DOCUMENT WHICH CONFERS LEGAL  
RIGHTS AND OBLIGATIONS ON THE PARTIES TO IT.**

**THESE TERMS AND CONDITIONS** are between  
**PARTIES**

- 1 **VOSTEL LIMITED** incorporated and registered in England and Wales (Company Registration Number 07031813 whose registered office is at Archer House, Britland Estate, Northbourne Road, Eastbourne, BN22 8PW ("The Provider");
- 2 The individual or organisation applying for the provision of Goods or Services

("You" "Your").

**BACKGROUND**

- (A) The Provider is in the business of providing voice over internet protocol services and wish these terms and conditions to apply to their provision of Goods and/or Services.
- (B) These terms and conditions together with the Customer Order Form embody the whole agreement between the parties (the "**Conditions**").

**AGREED TERMS**

1 **Interpretation**

- 1.1 The definitions and rules of interpretation in this clause apply in these Conditions:

**"Commencement Date"** means the date on which a Customer Order Form is submitted by You to the Provider;

- 1.1.1 **"Customer Order Form"** means the order form on the Provider's Website completed by You for the supply of Goods and/or Services;
- 1.1.2 **"Data"** includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;
- 1.1.3 **"Goods"** means the goods described on the Website and which the Provider agrees to sell to You as requested by You in the Customer Order Form;
- 1.1.4 **"Internet"** means the global data network comprising interconnected networks to which the Provider is connected and provide access to You via the Services;
- 1.1.5 **"Personal Data"** means Data about any identified or identifiable living person;
- 1.1.6 **"Registry"** means either Nominet UK Limited, CentralNIC Limited or Tucows Inc, or any other domain names registry that the Provider choose to use from time to time;
- 1.1.7 **"Regulations"** means the Consumer Protection (Distance Selling) Regulations 2000 (as amended);
- 1.1.8 **"Services"** means the services described on the Website and which the Provider agrees to provide to You as requested by You in the Customer Order Form; and

1.1.9 **"Website"** means the Provider web presence at [www.vostel.co.uk](http://www.vostel.co.uk) and other locations the Provider advertises from time to time.

1.2 The headings which describe the clauses are for guidance only and are not intended to be legally binding.

1.3 These Conditions take precedence if inconsistent with the material on the Website.

## 2 **Changes to the Conditions**

2.1 The Provider reserves the right on giving prior notice on the Website or via email to alter these Conditions at any time.

2.2 The Provider will give You at least forty (40) days notice of such alteration which shall take effect at the end of the forty (40) day period.

2.3 Where the Provider has given You notice of an alteration to the Conditions which may have a material adverse effect on You, You shall be entitled to terminate these Conditions by giving the Provider no less than thirty (30) days prior notice in writing to that effect provided that the thirty (30) day notice period given by You must have expired before the modification to the Conditions has taken effect.

2.4 Any renewal of the Services will in any event be subject to the Provider's current Conditions.

## 3 **Terms for Consumers**

3.1 This clause 3 applies only if You are a **"Consumer"**, which for the purposes of these Conditions shall mean any natural person who is acting for purposes that are outside his or her trade, profession or business.

- 3.2 For the purposes of this clause 3 and the Regulations:
- 3.2.1 The Provider is "**the Supplier**";
  - 3.2.2 the address of the Supplier shall be the correspondence address as set out in clause 3.6 below;
  - 3.2.3 prices on the Website are updated periodically and cannot be guaranteed for any period of time and every effort is made to ensure prices are correct at the point at which the Consumer places an order;
  - 3.2.4 any complaints should be sent in writing to the Supplier's correspondence address; and
  - 3.2.5 the Supplier will provide the Consumer with a written confirmation (by post or by email) of order following purchase of Goods or Services.
- 3.3 A Consumer will, subject to any exceptions or exclusions set out in the Regulations, be entitled to cancel these Conditions by serving a written notice of cancellation on Us at any time during the following periods:
- 3.3.1 In the case of Goods, within seven working days after the day on which the Consumer receives the Goods, or
  - 3.3.2 In the case of Services, within seven working days after the date the Commencement Date, being the date the Consumer enters into a contract with the Supplier
- 3.4 In the event of cancellation by the Consumer, Goods should be returned to the Supplier's correspondence address. The

Consumer will be liable for the costs of returning such Goods or the costs of the Supplier in recovering such Goods unless the Consumer has a right to reject the Goods under a term of these Conditions or under statutory right (including any right under the Unfair Terms in Consumer Contract Regulations).

- 3.5 The Services shall not commence until seven working days after the Commencement Date. Where the Consumer requests that the Services commence earlier than 7 working days after the Commencement Date, the Consumer will not be entitled to cancel any contract for the supply of Services once the performance of the Services has begun.
- 3.6 You can contact the Provider by post at Archer House, Britland Estate, Northbourne Road, Eastbourne, BN22 8PW, by email on [accounts@vostel.co.uk](mailto:accounts@vostel.co.uk), or by telephone +44(0)1323 884884.

#### 4 **Security**

- 4.1 You must:
- 4.1.1 keep Your username and password secure (The Provider will not disclose Your username and password to any third parties, but may change the username and password at any time for good reason);
  - 4.1.2 if requested use Your username and password when giving instructions (and the Provider is authorised to comply with instructions containing Your username and password);

- 4.1.3 take reasonable steps in respect of matters in Your control to minimize any risk of security breaches in connection with the Services and take responsibility for all users of the Services using your user name and password;
- 4.1.4 notify the Provider of any unauthorised access to your account which You believe may affect the overall security of the Provider's systems; and
- 4.1.5 comply with the Provider's security checks.

## 5 **Services**

- 5.1 The Provider will supply the Services with reasonable skill and care.
- 5.2 The Provider does not warrant or represent:
  - 5.2.1 that the Services will be uninterrupted, secure or error-free; or
  - 5.2.2 that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.
- 5.3 The Provider does not provide a back-up of Your Data or guarantee the integrity of Your Data, however, the Provider will use their reasonable endeavours to provide copies of Data for disaster recovery purposes.
- 5.4 The Provider may have to suspend the Services:
  - 5.4.1 for repair, maintenance or improvement;

- 5.4.2 to comply with a request or order from a governmental or administrative authority or emergency service;
- 5.4.3 in the event of problems with the broadband network either at Your premises or in the public Internet Protocol environment;
- 5.4.4 if the Provider has a reasonable belief that suspension is necessary to prevent fraud or unauthorised access taking place; or
- 5.4.5 if You fail to pay any outstanding fees within 14 days of the due date

If so, the Provider will restore the Services as quickly as is reasonably possible, other than in the case of failure by You to pay any outstanding fees in accordance with Clause 5.4.5.

- 5.5 By purchasing the Provider's Telephony Services (VoIP) You confirm that You understand that the Provider's Services:
  - 5.5.1 may sometimes be unavailable as a result of things over which the Provider has no control, for example, the weather, power disruptions, or failures of Your internet service provider (ISP) or broadband connection and You understand that in such circumstances all services (including public emergency call services) will also be unavailable;
  - 5.5.2 may not provide Your phone number and location details to the operator of public emergency call services if You make a public emergency services call. You may have to provide Your location information and phone number verbally to the operator;

5.5.3 where used outside of mainland Scotland, England, Wales and Northern Ireland, may not connect You to the domestic emergency services upon dialling the appropriate emergency number; and

5.5.4 may not offer all the features you may expect from a conventional phone line.

## 6 **Your obligations**

6.1 You must comply with the Provider's reasonable instructions and requests concerning the Services.

6.2 You must provide the Provider with up to date contact details of a named representative with whom the Provider is authorised to deal (including email address) and promptly notify the Provider of any changes.

6.3 You are responsible for all persons who use Your username and password to access the Services, whether authorised or not, unless acting on the Provider's behalf.

6.4 There is a risk that Data generated, stored, transmitted or used via or in connection with the Services may be irretrievably damaged or lost if there is a fault or on suspension or termination. You must frequently back-up all such Data that You wish to save.

6.5 You shall be responsible for arranging the internet connection required by the Services. The Services are dependent on Your connection to the data network and the data network itself. The Services may therefore cease to function if there is a power failure or a failure in the underlying data network.

6.6 If the Services are to be used principally at a single, fixed location, You must register with the Provider the address of the place where the service will be used, in order to assist emergency services organisations

## 7 **Restrictions**

7.1 You must refrain from transferring any illegal, obscene, abusive material or engage in unlawful activities via Your use of the Services.

7.2 You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services.

7.3 You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.

7.4 You must not make available or upload Data via Your use of the Services that contain a virus, worm, trojan or other malicious Data or download any disabling or harmful devices.

7.5 You must not use the Services to send bulk unsolicited commercial emails or telephone calls.

7.6 You warrant that Your use of the Services will not infringe any third party intellectual property or other rights.

7.7 You must not embark on any course of action, whether by use of Your website, telephone or any other means, which may cause a disproportionate level of activity (for example, causing mail bombs, denial of service attacks or encouraging large numbers of inbound phone calls) without providing the Provider at least seven day's prior notice in writing. If You

give notice or the Provider otherwise become aware of such disproportionate use the Provider may:

7.7.1 move Your service to a dedicated service and charge the Provider's current rate as detailed on the Website;  
or

7.7.2 terminate some or all of the Services forthwith.

## 8 **Data**

8.1 The Provider may access, copy, preserve, disclose, remove, suspend or delete any Data:

8.1.1 if the Provider is required to do so by applicable law or competent authority;

8.1.2 for the purposes of registration of domain names with a Registry;

8.1.3 if it is otherwise permitted under these Conditions; or

8.1.4 if such Data is prohibited under these Conditions.

## 9 **Risk and Title to Goods**

9.1 Risk shall pass to You on delivery, but the Goods shall remain the Provider's property until such time as full payment has been received.

9.2 Until title to the Goods passes in accordance with clause 9.1, You shall store the Goods in such a way that they remain readily identifiable as the Provider's property. You shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods. You shall not encumber or in any way charge the Goods.

## 10 **Limitation of liability**

10.1 Nothing in these Conditions in any way excludes or restricts the Provider's liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumers' statutory rights.

10.2 Our liability in contract, tort (including negligence) or otherwise in connection with the Goods and/or Services provided under these Conditions for any one event or a series of events is limited to the price of the Goods, or 125% of the payment the Provider received from You for the Services in the 12 months before the event(s) complained of.

10.3 In no event (including the Provider's own negligence), and even if the Provider has been advised of the possibility of such losses, will the Provider be liable for any:

10.3.1 economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings);

10.3.2 loss of goodwill or reputation;

10.3.3 special, indirect or consequential loss; or

10.3.4 damage to or loss of Data.

10.4 We have no liability for goods and services provided by third parties.

10.5 To the extent allowed by law, We exclude all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied

warranties of satisfactory quality and fitness for a particular purpose. Consumers' statutory rights are unaffected.

10.6 Notwithstanding and in addition to the above You understand the following:

10.6.1 You will be required to make suitable routing for 999/112 Emergency calls ("Emergency Calls") over the PSTN thereby ensuring that these calls have the highest chance of connecting possible

10.6.2 We will endeavour to connect any Emergency Calls through the Provider's Services but no guarantee can be given by the Provider in this respect

10.6.3 If Emergency Calls are made through our Services there may be issues with local information and caller displays for the Emergency Services and accordingly you may need to read out Your telephone number and where you are located to the relevant Emergency Services operator

## 11 **Indemnity**

You will indemnify the Provider against all claims, damages, liabilities, costs (including reasonable legal fees) directly or indirectly related to use of the Services and/or Goods in breach of clause 4 or clause 7 of these Conditions.

## 12 **Payment**

12.1 You must pay the fees (together with VAT and any applicable taxes) specified on the Provider's Customer Order Form when You order Goods or order or renew any Services.

12.2 Payment for Goods may be made:

12.2.1 by Direct Debit, BACS, credit card or debit card; and

12.2.2 in advance or, if the Provider agrees to credit terms, within 14 days of the Provider's invoice.

12.3 Payment for the Services may be made:

12.3.1 monthly or annually, by Direct Debit, credit card or debit card;

12.3.2 annually by Direct Debit, BACS, credit card or debit card; or

12.3.3 in advance or, if the Provider agrees to credit terms, within 14 days of the Provider's invoice.

12.4 Payment must be made without deduction or set-off.

12.5 All fees are non refundable unless otherwise stated.

12.6 All fees remain payable where the Provider suspends the Services in accordance with these Conditions.

12.7 The Provider may impose a credit limit on Your account and/or require a deposit as security for paying bills.

12.8 In addition to any other rights under these Conditions the Provider may charge You interest on any overdue fees from the date payment is due until the fees are paid in full at a rate of 4% over the prevailing monthly Bank of England base lending rate.

## 13 **Termination**

13.1 All Services paid for either annually or monthly will be subject to initial contract periods of twelve (12) months or ninety (90) days respectively, commencing on the Commencement Date,

and, unless You are a Consumer as defined in clause 3 and You have terminated the contract in accordance with the same clause 3, shall continue thereafter on a rolling monthly basis unless and until terminated in accordance with clause 13.2 and/or 13.3.

13.2 Subject to clause 13.1, either party may terminate these Conditions (as regards some or all of the Services) at any time for any reason by giving to the other thirty (30) days written notice.

13.3 We may terminate these Conditions (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:

13.3.1 if You breach any the terms and obligations under these Conditions and, if remediable, having received from the Provider a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;

13.3.2 if You are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or You enter into any arrangement or composition with Your or for Your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over You or any of Your assets or any similar circumstances;

13.3.3 if the Provider is required to do so by a competent or regulatory authority;

13.3.4 If any supplier to the Provider of the relevant Services, or a component of the relevant Services

from, terminates the Provider's contract with that supplier;

13.3.5 You fail to pay any fees due under these Conditions after receiving fourteen (14) days written notice from the Provider; or

13.3.6 a regulatory approval required by the Provider to provide the Services and/or Goods is revoked or amended and not replaced by an equivalent approval.

13.4 On termination of this agreement or suspension of Services for any reason:

13.4.1 The Provider will immediately stop supplying, and will terminate access to, the relevant Services and shall not be liable for any further supply of the Services. This may involve irretrievable damage to or loss of Data generated, stored, transmitted or used via or in connection with the Services and / or the Provider may destroy any such Data;

13.4.2 all licences granted by Us to the Provider will terminate;

13.4.3 any fees due remain payable and, if already paid, will be non-refundable unless You have cancelled these Conditions in accordance with clause 3.1;

13.4.4 Your accrued rights and liabilities will be unaffected;

13.4.5 You will allow the Provider to enter Your premises (if necessary) during normal business hours to remove the Goods; and

13.4.6 clause 14 (Confidentiality) of these Conditions shall continue in force.

## 14 **Confidentiality**

14.1 Both parties agree not to disclose any Confidential Data received from the other party for any purpose apart from the proper performance of these Conditions, unless ordered to do so by law. If Confidential Data is disclosed or transferred to third parties for the purpose of proper performance of these Conditions such disclosure or transfer shall be subject to legally compliant onward transfer agreements. "**Confidential Data**" means Data identified as, or which clearly is, confidential.

14.2 This clause does not apply to Data which:

14.2.1 enters the public domain other than through breach of this clause;

14.2.2 is or becomes independently known to the receiving party free from any confidentiality restriction;

14.2.3 is required to be disclosed by applicable law or competent authority;

14.2.4 is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;

14.2.5 is reasonably disclosed to professional advisers; or

14.2.6 The Provider is otherwise permitted to disclose in accordance with these Conditions.

14.3 You agree to promptly provide the Provider (free of charge) with any information the Provider may reasonably require to enable the Provider to activate and provide the Services and/or Goods.

14.4 The provider Privacy Policy can be found at <https://vostel.co.uk/privacy-policy/>

## 15 **Notices**

15.1 You should send any notices under these Conditions to the correspondence address, fax or email address given at the top of these Conditions.

15.2 The Provider shall send any notices in accordance with the most recent contact information which You have provided to the Provider.

15.3 Notices may be sent by hand, recorded delivery, fax or email and shall be deemed to be received:

15.3.1 by hand, when delivered provided handed to a senior employee;

15.3.2 recorded delivery, five days after posting;

15.3.3 fax, when the sender receives an error-free transmission report; or

15.3.4 email, on the day sent unless the contrary is proved.

## 16 **General**

16.1 These Conditions represent the entire agreement of the parties relating to its subject matter. These Conditions supersede all prior agreements and representations (unless fraudulent). The parties agree that, to the fullest extent permitted by law (save

in the case of fraud), any rights or remedies available under the Misrepresentation Act 1967 shall

be excluded. The Provider is not bound by, nor should You rely on, any oral representations or representations by any agent or employee of any third party You may use to apply for the Services.

16.2 If any part of these Conditions is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.

16.3 You may not assign these Conditions or subcontract or resell any of the Services.

16.4 The Provider shall not be liable for failure to perform or delay in performing any obligation under these Conditions if the failure or delay is caused by any circumstances beyond the Provider's reasonable control, including but not limited to failure of any communications, telecommunications or computer system.

16.5 No firm, person or company which is not a party to these Conditions shall have any right to enforce any provision of these Conditions.

16.6 The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.

16.7 Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between the parties.

16.8 You will be liable for all costs resulting and/or occurring from any fraudulent activity and/or tampering of the Goods or the Services once the Goods are in Your control.

## 17 **Choice of law**

17.1 These terms will be governed by English and Welsh Law and subject to the exclusive jurisdiction of the courts of England and Wales.

## 18 **Processing and Shipping**

18.1 The Provider aims to ship all items within twenty four (24) hours of receiving Your order but Your order may be delayed if the item is not in stock with the Provider's suppliers. Some items may be unavailable.

18.2 Credit and debit cards are debited before items are shipped by the Provider. All prices include sales taxes (where applicable) unless otherwise stated.

18.3 In most cases, the Provider will ship products that are in stock the same day if Your order is placed between Monday to Friday before 3:30pm GMT. If Your order is placed after 3:30pm, it will be shipped the next working day. The order should be received the next working day after the Provider ship it. Please note that the order may be sent to You in instalments.

18.4 We make every effort to ensure that the Website has up-to-date information about product availability. If an item is not in stock at the time You place an order You may cancel Your order at this stage if You wish to do so. The Provider will take appropriate steps to reimburse any payment You have made in respect of that order.

18.5 Shipments to Your delivery address may be subject to import duties and taxes which are levied once a shipment reaches Your country. Any such additional charges to clear customs

must be borne by You. You should note that customs policies vary widely from country to country so We advise You to contact Your local customs office for further information. Note that international shipments are subject to opening and inspection by customs authorities.

19 **Dormant accounts**

Any calling credit and any other assets left on an account that has been dormant for longer than 6 months will be deleted and are not refundable.

20 **Call recording**

Please note that calls to the Provider may be recorded to help the Provider in dispute resolution and for training purposes. In agreeing to these Conditions You grant consent to recording of calls.

21 **Force majeure**

Neither party will be obliged to carry out any obligation under these Conditions where performance of such obligation is prevented due to any cause beyond the first party's reasonable control including but not limited to any act of God, severe weather, failure or shortage of power supplies, flood, lightning or fire, labour shortage or labour dispute, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, or a similar type of force majeure event.