

MCL Communications Telecom Services – Terms and Conditions

1. The service

MCL offer telecoms services as agents for the various networks we utilise and BT who provide the infra structure to enable access to a range of services at the premises we agree with you (your premises).

Full support for the service is offered by MCL under our normal terms and conditions.

2. When does our contract with you start?

When you have signed up for the service, this contract (as set out in these terms and conditions) starts. Payment for the service will begin from the date the service is 'live' on your premises. The contract is monthly and we will require 28 days notice from the next 1st day of the month to terminate the service.

3. Our commitment to you

When we provide the services to you we promise to use the reasonable skill and care of a competent provider.

Providing the service to you

4. Getting started

4.1 Before we can be certain that we can provide you with the service, we need to do the following:

(a) successfully complete a line test and

(b) successfully activate the service.

If we cannot provide you with the service because one of the above cannot be successfully completed we will notify you as soon as possible.

4.2 We can supply a telecoms billing service only which means that your lines will still be maintained by BT or other provider or a complete service including line provision. If we provide lines they will be maintained by Openreach to our instructions. You will be given further details about this when the service is provisioned.

4.3 Although we will use our reasonable efforts to install the service by the date that we agree with you, all dates are estimates and we cannot guarantee that we will meet them.

5. Repairing faults in the service

Although we attempt to provide you with the best possible service, we cannot guarantee that the service will never be faulty. However, we will in conjunction with BT and the various Network providers, correct all reported faults as soon as we reasonably can. Line faults should be reported to our support team and the line will be tested before sending out an engineer.

6. What we need you to do

You must pay the charges for the service that are set out in our tariffs and which you have agreed following our e-mailed quotation. The tariff may be specially formulated to meet your requirements and at any time after the service is commissioned you may check all of the tariffs in our online control panel.

6.1 There may be a small transfer charge at the outset for each line transferred which will be billed at the time of transfer. We will begin charging for the service on the fifth day after the end of the month in which the service has been provided and monthly thereafter. A single e-mail invoice will be issued but fully itemised billing will be available online and updated each 24 hours.

6.2 You must maintain the payment agreements set-up at start up and failure to make such payments when due may result in service suspension or removal with 10 days notice.

6.3 You acknowledge that you may be subject to our credit management procedures and that we may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future bills.

7. If things go wrong

If you break this contract:

Either of us can end this contract immediately on notice at any time if the other;

(a) commits a material breach of this contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so;

(b) commits a material breach of this contract which cannot be remedied;

(c) is repeatedly in breach of this contract; OR

(d) is the subject of bankruptcy or insolvency proceedings, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of their assets, or they go into liquidation.

8. Termination of service

This contract can be terminated if any of the conditions under section 7 apply. The service will be terminated with 10 days notice. If the service is terminated it will not be able to be re-instated for a minimum period of 10 days.

8.1 If we decide to maintain the service during any negotiation about the service or payment for the service then you will have to pay all relevant charges accruing.

9. Liability for service provision

If we cannot do what we have promised in this contract because of something beyond our reasonable control (including, without limitation, industrial disputes involving our employees). We will not be liable for this. If this continues for more than 10 days, you can terminate this contract immediately by giving us written notice.

9.1 Although we will use every effort where possible to mitigate the consequences of any loss or interruption of services we have no liability (whether in negligence or otherwise) for any direct or consequential loss, nor for any loss of opportunity, goodwill, reputation, business revenue, profit, or savings you expected to make, wasted expenditure or data being lost or corrupted.

9.2 We do not have any liability of any sort (including liability for negligence) for the acts of omissions of other providers of telecommunication services or for faults in or failures of their networks and equipment.

9.3 Each provision of this section 9 operates separately in itself and survives independently of others.

10. Ending this contract

Before the service has been activated

Once the transfer has been initiated or a new line has been commissioned it may not be possible to cancel the contract, without penalty because of any work carried out by sub contractors at any time before the service is activated. Once the service has been activated and is available for you to use, you can only end this contract as set out in paragraph 10.1, and the Consumer Protection (Distance Selling) Regulations 2000 will not apply.

10.1 *After the service has been activated*

This contract can be ended by:

(a) either of us giving 28 days notice to the other, which must be on the first of the month; or

(b) you giving us seven days notice if under paragraph 12 we inform you we are increasing our charges or changing the conditions of this contract to your detriment.

10.2 If you give us notice that ends this contract under paragraph 10, or we end this contract under any of these terms and conditions, no further charges will be payable other than those charges and costs outstanding at the time of cessation.

10.3 If you have paid any charges for a period after the end of this contract, we will either repay these charges or put them to any money you owe us.

11. How this contract can be transferred

Neither of us can transfer this contract except that we can both transfer all or part of it to a company that is a subsidiary or holding company of ours, or a subsidiary of that holding company (all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989).

12. How to give notice

If either of us gives a notice to the other under this contract this must be done either by e-mail, or in writing and delivered by hand or sent by pre-paid post to the addressee at the following address:

(a) To us: at the postal address or e-mail address shown on the appropriate web site or an alternative address which we may give you.

(b) To you: if you are a company at your registered address, or at the postal address you specify when registering for the service or an alternative address which you may give us.

13. Waiver

Neither of us shall be considered to have waived any right under this contract because of failure or delay in exercising that right.

14. Third party rights

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15. The law that relates to this contract

English Law governs this contract and we both agree to the exclusive jurisdiction of the English courts.

Any Correspondence should be addressed to:

MCLWEBCO Limited t/as MCL Communications, Hamford House, 55 Woodberry Way, CO14 8EW