

Terms & Conditions for geographic 0800 Numbers & Local Rate Numbers (0333, 0300 or 01/02) – For avoidance of doubt all are Classed as numbers or 0800 numbers or Local Rate Numbers within this agreement

Please read them before using our services

These terms & conditions (“this Agreement”) constitute the contract governing the supply of telecoms services (“the Services”) by The National Business Network Ltd (“us”, “we”) to the person to whom such Services are provided (“the Customer” or “you”). Some terms and conditions may vary from time to time as described below. This Agreement comes into force once we have accepted your order for the Services by making your number live. By submitting this order, you agree to these terms and conditions. If you are registering or purchasing this product on behalf of someone else, you undertake to ensure that they are aware of and agree to these terms and conditions. We will provide acceptance of the order by a welcome email once your number is live, sent to the email address you supplied at sign-up or registration.

## 1. SERVICES

We will supply the Services in accordance with this Agreement. In doing so, we shall exercise the reasonable care and skill expected of a telecommunications operator, but no telecommunications service can be supplied without occasional faults. We will attempt to remedy any faults as soon as we can reasonably do so.

From time to time, we may vary some aspects of the Services, but we will try to inform you of these changes. Occasionally, Services may be suspended due to operational or technical reasons. If this occurs, we will try to inform you and we will attempt to restore the Services as soon as we reasonably can.

You may purchase additional Services from us, which will also, once we have accepted an order, be subject to this Agreement.

For customers who make use of the Services to a large extent, we may require you to provide us with forecasts of usage, to ensure that we can continue to supply the Services at a high level of quality.

We help customers manage their services by means of our in house services. To make changes to a service you are required to email [info@tnbn.co.uk](mailto:info@tnbn.co.uk) with your request.

We currently do not offer call recording, however some of our Services may allow you to record telephone calls through another system. You agree that you have sole responsibility for any recordings made and undertake to comply with all relevant laws and regulations relating to the making and use of recordings.

Although it may be technically possible to use our Services from locations other than the UK, the Services are only sold for use within the UK. The National Business Network Ltd will take no responsibility for any failures or quality limitations if any of our Services are used in other locations.

## 2. RESERVATIONS AND ACTIVATION OF RESERVED NUMBERS

You may call us and reserve up to one number, regardless of the type of numbers (Random, Silver, Gold, or Platinum) that you require. If you require more numbers than this, please discuss this with a TNBN account manager - Please call us on [0800 019 5562](tel:08000195562).

You may reserve a number via our call centre from 9:00 am to 5:30 pm, Monday through Thursday and until 5.00pm on Friday. 0800 and Local rate Numbers and/or associated services that incur a monthly charge.

Upon 0800 Registration if you do not select a tariff TNBN will automatically assign you to the 5000 minutes bundles package offer. You may cancel and change this tariff at any time by calling TNBN on 0800 019 5562 or email [service@tnbn.co.uk](mailto:service@tnbn.co.uk)

## CHARGES AND PAYMENTS

When taking a service from The National Business Network Ltd there are two types of charge; calls costs and rental services.

Call costs relates specifically to inbound calls only – Pay as you go call costs - Inbound calls to landlines and mobile with 0800 numbers are charged at 20p per minute with a 20p set up fee with no rental fee for the 0800 number. Local rate numbers (0333, 0300 or 01/02) are charged at 2p per minute to landlines with a 2p set up fee and calls to mobiles are charged at 5p per minute with a 5p set up fee. Any bundled minutes packages will revert to a pay per minute cost (3p per minute to landline and 7p to mobiles) should the minutes be used up during the month. This is a monthly charge via direct debit.

The rental service is the price you will pay for the monthly rental of the 0800-number service and is taken independently of the call costs via monthly direct debit. The rental price that you register for online will be \* 99p for 2 months then £8.99 thereafter for a random 0800 number with 5000 bundled minutes or £24.99 for 10,000 bundled minutes, or £44.99 for 20,000 bundled minutes.

The prices displayed on the website at the time you register are the prices you pay. All prices are quoted excluding VAT, unless specifically stated.

The National Business Network Ltd does offer memorable number “upgrades” that are accompanied by a one-off cost. This cost reflects the memorability of the number only and ownership of the number does not change from The National Business Network Ltd . If you purchase one of these numbers you have 14 days from date of purchase to request a refund if you change your mind however a 25% administration fee will apply should you do so.

A DD mandate will be sent to you as soon as your registration comes through, together with your random 0800 number. The mandate must be returned to TNBN within 5 working days, if the document is not returned within that period, an £5 recurring monthly admin fee will be added to your bill until the DD is returned. Please allow up to 24 hours for the 0800 to be activated. We advise you do not advertise the number offered until a test call has been made to confirm its live for billing purpose.

Rental and calls cost Usage and recurring charges will be billed to you monthly. Rental charges are normally payable monthly in arrears. We reserve the right to charge you interest on any unpaid amounts at a rate equal to three per cent above the base rate from time to time of Barclays Bank PLC. We also reserve the right to suspend your use of the Services without notice if bills are unpaid.

Your first Direct Debit payment for new accounts will be taken from your nominated bank account on or around the 15<sup>th</sup> of the following month. For example, if an account was opened in January, payment for that month will be taken around February 15<sup>th</sup>, with February’s payment taken on or around the 15<sup>th</sup> March. We will send a VAT invoice by email notification to your current email address as held on our system, 10 working days prior to collection. You must inform us promptly if you believe the bill to be incorrect, and it is your responsibility to keep your e-mail address and payment details up to date. In the absence of obvious error, the records which we collect of the usage of the Services will be considered to be correct.

All numbers and services are connected subject to a valid Direct Debit being in place. Should a payment fail, The National Business Network Ltd will make all reasonable effort to contact you in order to prevent your number being disconnected.

If a Direct Debit payment fails, either due to a manually cancelled payment, your bank declining the payment or through you switching accounts without notifying us first, your number could be disconnected. One of our account managers or employees will contact you to re-start your Direct Debit and to recover any outstanding fees. Should a Direct Debit fail for any reason The National Business Network Ltd will charge a £25 administration fee that will be added to any outstanding balances.

All outstanding balances must be cleared in full before a number and/or service can be re-established.

Upon on line registration or email registration you will be asked where The National Business Network Ltd shall divert your calls to and you will provide a working landline or mobile number. The initial divert set up is free of charge. Once the number service is live and working and if you need to change the divert number there is a one off £4.99 admin fee per number. Any changes you require should be emailed to [info@tnbn.co.uk](mailto:info@tnbn.co.uk) or text to an account manager.

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Unfortunately there may be times where we will be forced to change the cost of our services due to price changes from our own suppliers. Should this occur, The National Business Network Ltd will provide 30 days' notice of these changes via email before they come in to effect.

#### 4. SERVICE MISUSE

You must not misuse the Services or permit anyone else to misuse them. Examples of misuse are:

- Sending messages or making communications which are offensive, abusive, indecent, defamatory, obscene or menacing;
- Using the services for fraudulent, illegal or immoral purposes, or to cause annoyance, inconvenience or needless anxiety;
- Failing to carry out any reasonable instructions from The National Business Network Ltd which we believe to be necessary in the interests of safety or to maintain the quality of the Services;
- Taking an 0800 number from The National Business Network Ltd Ltd with the express purposes of using it to receive calls from a UK payphone or prison.

You must, at all times, ensure that you use the services (including any telephone numbers, IP Addresses etc supplied by us) in accordance with all applicable laws and regulations.

We may suspend your use of the Services or terminate this Agreement if you misuse the Services or use them in contravention of any applicable law or regulation.

Calls to an 0800 number originating from a UK payphone or prison are charged by BT at 80p per minute, if a service is found to have been taken specifically to receive calls from either, The National Business Network Ltd reserves the right to pursue the full cost from the customer, including any administration fees that are applicable.

## 5. INDEMNITY

The Customer indemnifies The National Business Network Ltd against any claims or legal proceedings (including damages, costs and expenses) arising solely from the Customer's use of the Services which are brought or threatened against The National Business Network Ltd by any third party, including any loss, damage or expense as a result of:

- any unauthorized access to, or use or misuse of, the Services by any employee, agent or subcontractor of the Customer; or
- any unauthorized access to, or use or misuse of, the Services by any third party if such access, use or misuse was permitted or facilitated by such employee, agent or subcontractor.

## 6. COMPLAINTS

If you have a complaint about the service, then you should inform us at [info@tnbn.co.uk](mailto:info@tnbn.co.uk).

However if we are unable to resolve the dispute with you, or you are not satisfied with our handling of the dispute after 40 working days, then you may be entitled to use our arbitration service provided by Ombudsman Services (formerly Otelo, [www.otelo.org.uk](http://www.otelo.org.uk), now [www.ombudsman-services.org](http://www.ombudsman-services.org)) which has been approved by Ofcom.

## 7. Use of Personal Information

We want you to feel confident about the privacy and security of your personal information. Any information ("information") which you give to us or which we obtain or receive about you or which you give to our sub-contractors or agents, will be held and processed by us by computer or otherwise, and all reasonable care will be taken to prevent any unauthorised access to your personal information.

We take the privacy of our customers very seriously and will never disclose your information to third parties for commercial gain. **However, we may use your information:**

- To help us detect fraud or loss.
- Proof of online registration
- or credit clearing purposes.
- To assess your needs and to keep you informed of other products and services (including those supplied by third parties) which may interest you.
- For statistical analysis, management and planning in connection with our business.

It is your responsibility to ensure that The National Business Network Ltd has the correct contact details at any time during your service with us. Should your phone number or email address or IP address change please let us know right away.

## 8. INTELLECTUAL PROPERTY RIGHTS

Where software is supplied to enable the Customer to use the Services The National Business Network Ltd grants the Customer a non-exclusive, non-transferable license to use the software for that purpose only. The Customer shall not copy, modify, reverse engineer, decompile or otherwise endeavour to obtain the source code of the software except to the extent permitted by law.

All intellectual property rights in the software shall remain the property of The National Business Network Ltd or its licensors. The Customer shall sign any agreement required by the owner of the intellectual property rights in the software to protect such rights.

The intellectual property rights relating to recordings supplied by The National Business Network Ltd for use by the Customer remain with The National Business Network Ltd and are not transferable.

## 9. CONFIDENTIALITY

The parties will keep confidential any information of a confidential nature obtained under this Agreement (whether written or oral), including but not limited to the prices payable by the Customer for the Services, and will not disclose such confidential information to any person (other than their employees who need to know the information for the purpose of this Agreement and who are under a duty of confidentiality equivalent to this Clause 9 without the prior written consent of the other party.

This Clause 9 will not apply to any information which has been published other than through a breach of this Agreement, information lawfully in the possession of the recipient before this disclosure under this Agreement took place, information obtained through a third party who is free to disclose it and information which a party is required by law to disclose.

All reasonable care will be taken to ensure confidentiality of information during and after the purchase process via appropriate security measures.

## 10. LIMITATION OF LIABILITY

The National Business Network Ltd will only be liable to the Customer for claims made in writing within six months of the date on which the Customer becomes aware, or ought reasonably to have become aware, of the grounds of such claim. Otherwise, and subject to the next paragraph, The National Business Network Ltd total liability to the Customer in connection with this Agreement, whether in contract, tort or otherwise is limited to £1,000 in respect of any single occurrence or series of occurrences whether successive or concurrent in any twelve month period.

The National Business Network Ltd shall not in any circumstances be liable to the Customer whether in contract, tort or otherwise for direct or indirect loss of profit, loss of anticipated business savings or wasted expenditure or for any indirect or consequential loss, corruption or destruction of data whether or not The National Business Network Ltd was advised or aware of the possibility of such damage, losses or expenses.

Nothing in the foregoing shall operate to exclude or limit The National Business Network Ltd liability for personal injury or death caused by its negligence.

## 11. TERMINATION

Cancellation of any number is subject to 0 day notice period, notification of when you want this period to commence can be done via email to [info@tnbn.co.uk](mailto:info@tnbn.co.uk) or by recorded delivery mail to our current address on the contact us page on our website [www.tnbn.co.uk](http://www.tnbn.co.uk). Please address any letters or emails to "accounts"

All The National Business Network Ltd number and service packages are billed one month in arrears, a final payment will be taken one month after the notice period has been served to close your account in full. If a Direct Debit is cancelled before full notice is served, you are still liable for this payment.

Either we or you may terminate this Agreement with immediate effect by giving written notice to the other if the other:

- commits a material breach or persistent breaches of this Agreement (including a failure to pay any sums due under this Agreement) and, where such breach is capable of being remedied, fails to do so within 14 days of written notice to do so;
- is subject to bankruptcy or insolvency proceedings, becomes insolvent, makes any composition or arrangement with or assignment for the benefit of its creditors, or goes into either voluntary (otherwise for reconstruction or amalgamation) or compulsory liquidation, or a receiver or an administrative receiver is appointed over its assets.

The National Business Network Ltd may (without losing or reducing any other right or remedy) suspend the Services in whole or in part without notice if:

- within 7 days of a written demand being sent to the Customer, at the current e-mail address which you have notified to us, if you fail to pay any charges due to The National Business Network Ltd under this Agreement.
- the Services are used in breach of Clause 4

The National Business Network Ltd may terminate this Agreement with immediate effect on written notice in order to comply with the decision or action of a competent regulatory authority.

There is a minimum contract period after which the Customer may terminate this Agreement subject to a notice period. The minimum contract period and the notice period are set out in the order form that you complete, whether online or on paper.

Unless the Service is terminated by us without cause you shall not be entitled to a refund of any charges paid.

In order to ensure efficient use of number capacity, The National Business Network Ltd reserves the right to recover numbers that remain unused for a continuous period of at least six months.

Cancellation of a Direct Debit does not constitute termination of this Agreement. A notice period must be served and final payments taken before an account can be closed.

## 12. AMENDMENT

We reserve the right to add to and/or amend the terms of the Agreement at any time in which case the changes shall be notified to the Customer by posting on the TNBN website and shall become effective 14 days from the date of posting.

## 13. MISCELLANEOUS

Some services, including delivery of calls to Emergency Services, are provided on behalf of The National Business Network Ltd by other service providers who are approved by Ofcom as a provider of Publicly Available Telephone Services.

## 14. NOTICES

A notice given under this Agreement must be in writing and may be delivered by hand or sent by email, or post to the addressee at any e-mail address, or postal address supplied previously for this purpose. Any such notice shall be deemed to be served (in the case of post) at the start of business on the next business day at the time of transmission.

## 15.ASSIGNMENT

The Customer must not assign or otherwise transfer any of its rights or obligations under this Agreement.

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VAT NUMBER: GB 881 8052 09