

# SMART NUMBER

## TERMS & CONDITIONS/FAIR USE POLICY

### A. TERMS & CONDITIONS

(updated 17th October 2107)

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

LDC Pagers Direct Limited may change these Terms & Conditions without notice in relation to future sales.

#### 1. Interpretation

The following words and expressions shall have the following meanings:

1.1 The Terms & Conditions listed on the Pagers Direct Website, including any equivalent where provided by other means such as a hard copy or email etc. constitute a legal document ("This Agreement").

1.2 The terms "we", "us", "our" and "Pagers Direct" where used in This Agreement refer to LDC Pagers Direct Limited, or any organisation that may succeed it as the assignee of this Contract.

1.3 The terms "you", "your", "the buyer" "the customer" and "the purchaser" refer to the person(s)/ company(s) involved in any correspondence, transaction or dispute with LDC Pagers Direct Limited.

1.4 The term "User" refers to you, or another person named by you, who is authorised to incur

Charges to your Account.

1.5 The terms "Order", "the Order", "an Order" and "your Order" refer to your offer to rent Services from LDC Pagers Direct Limited in a particular instance.

1.6 The term "Account" refers to our records of your payments and outstanding Charges, plus your personal details.

1.7 The term "Charges" refers to all Charges for Services. These include any reasonable administration Charges.

1.8 The term "Connection" refers to the process of giving you access to a Service. "Disconnection" and "Re-connection" have a corresponding meaning.

1.9 The term "Contract" refers to these terms and conditions which are binding on both you and

Pagers Direct for each Smart Number you connect to the Network.

1.10 The Term "Network" refers to the electronic communications systems of Capita (PageOne

Communications) by which Pagers Direct make services available in the UK.

1.11 The term "Minimum Term" refers to the minimum period for the supply of Services as specified for each Smart Number commencing on the date of your Order, where no period is specified a minimum period of 12 months from the date of your Order will apply.

1.12 The term "Acceptance" refers to our acceptance of your application for Services and our record of your data and any User data prior to Connection.

1.13 The term "Services" refers to Network and other Services provided or procured by us for you to use.

1.14 The term "Suspension" refers to the temporary disconnection of Services. "Suspend" and

"Suspended" have a corresponding meaning.

## **2. Applicable Laws**

2.1 You and LDC Pagers Direct Limited each submit to the exclusive jurisdiction of the English courts in relation to disputes arising out of This Agreement. This Agreement is enforceable only where it is in compliance with English Law. Should any element of this agreement be unlawful, void or for any reason unenforceable then that element shall be deemed severable and all remaining elements of this Agreement shall continue to be valid and enforceable.

2.2 LDC Pagers Direct Limited is a company Registered in England, Registration Number 4101961. The Registered Office address is Astwick House, Croughton, Northants NN13 5LL.

## **3. Order Placement**

3.1 By placing an Order, you agree to accept all the terms and conditions set forth on the Pagers Direct website, including this Agreement and the equivalent where provided by other means such as hard copy or email.

3.2 No Contract exists between you and Pagers Direct for the rental of any Services until we have received and accepted your Order, we have received payment in full (in cleared funds) and you have been sent confirmation of Acceptance of your Order. Once these conditions are fulfilled, there is a binding legal Contract between Pagers Direct and The Customer. The receipt of an Order Acknowledgement does constitute acceptance of your Order.

3.3 Services are offered subject to availability and Pagers Direct agreeing to the acceptance of an Order. We reserve the right to accept, refuse, cancel or limit your Order for any reason, including, but not limited to, credit review, or errors in the prices and product descriptions posted.

3.4 In the event of non-availability Services or Pagers Direct refusing, cancelling or limiting your order for any reason, we will refund/re-credit you for any sum that has been paid by you or debited from your credit card for the Services. Where only part of the Order is refused or cancelled the value of the refund/credit will be for the proportion of the Services not supplied.

3.5 Pagers Direct may request further information from the customer regarding proof of identity and proof of address in Order to reduce the risk of fraud. Where such a request for information is made, the customer is obliged to provide such information in a reasonable timeframe. Failure to do so may result in us refusing or limiting the Order under the provisions listed above.

## **4. Price & Description of Services**

4.1 Pagers Direct do not warrant the suitability of Services for a particular purpose, and you should check the specifications and suitability carefully before ordering.

4.2 Prices subject to change without notice.

4.3 The price of Services are as indicated on the site from which the Services are to be purchased and are valid until such time as they are changed. Pagers Direct is VAT Registered (No.536 4518 38). Prices are exclusive of VAT where appropriate unless otherwise indicated.

4.4 Whilst every effort is made to ensure that Prices shown are correct, if an error is found we will inform you as soon as possible with the option of cancelling the Order or confirming the Order at the corrected price. Should the Order not be confirmed within ten working days of requesting confirmation at the new price, we may automatically cancel the Order and refund/credit the sum paid by you or debited from your credit card for the Order.

## **5. Provision of Services**

5.1 We will take all reasonable steps to make the Services available to you at all times. The Services are only available within the range of the base stations that make up the Network. We cannot guarantee a continuous fault free service. Please note that:

5.1.1 The quality and availability of Services may sometimes be affected by factors outside our control - such as local physical obstructions, atmospheric conditions, other causes of radio interference, and the number of people trying to use the Network at the same time.

5.1.2 The quality of our Services may not be at its best inside buildings or below ground.

5.2 Any coverage indications provided are the Networks' best estimates but not a guarantee of service coverage which may vary from place to place.

5.3 The Network may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the Services becoming temporarily unavailable. In such cases, the Network does everything they can to keep the period of non-availability to a minimum. However, some interruption may be inevitable.

5.4 We may Suspend some or all of the Services you use, without giving you notice if:

a) we have good reason to believe that you haven't complied with one or more of the terms of your Contract

b) we suspect on reasonable grounds that information has been supplied to us without the knowledge of the person named or that an application is unauthorised or contains false particulars.

d) we are required by the emergency services or other government authorities to Suspend your Services.

5.4.1 You will remain liable for all monthly or other periodic Charges during any period of Suspension.

5.5 We reserve the right to change, Suspend or withdraw part or all of any Service on giving reasonable notice.

5.6 Pagers Direct accepts no liability for the, loss, late receipt or non-readability of any message, transmission, or other communications.

5.7 You undertake that you will comply with all instructions issued by Pagers Direct requiring changes to the use of Services if it appears to Pagers Direct that such use is jeopardising the efficient operation of the Services or threatens materially to increase the cost of provision thereof. To ensure availability of the network to all customers, the Network may apply Message transmission restrictions from time to time without notice, and we will notify you as soon as reasonably practicable after such restrictions are applied.

5.10 You acknowledge that the Network may apply limits concerning the number of days that Messages are retained.

## **6. Minimum Contract Term**

6.1 For each Smart Number supplied by Pagers Direct, your Contract starts on the date of Acceptance of your Order and will continue for the Minimum Term and thereafter. You have limited rights to terminate your Contract during the Minimum Term as described in Sections 7 and 8.

6.2 After the Minimum Term ends, we will continue to supply you with Services as normal until your Contract is terminated in any of the ways described in Section 8.

## **Money Back Guarantee**

7.1 In addition to the normal protection offered to the consumer when renting Services, additional protection is given to consumers renting Services when renting exclusively by means of distance communications. This protection is given under the Consumer Protection (Distance Selling) Regulations (SI 2000 No. 2334) and provides a 'cooling off' period (of 7 working days) which gives you the right to cancel your Order before the provision of Services. It does not apply to business purchases. In addition to these provisions Pagers Direct provide an unconditional 14-day money back guarantee covering any Services supplied by us. Under the terms of this guarantee, if for any reason whatsoever you are not completely satisfied with our Service(s) a full and prompt refund will be provided.

7.2 Under the money back guarantee mentioned in 7.1 above, if you have rented Services and have simply changed your mind about renting them, you may cancel the Services and have any payment for the Services refunded provided you have met the requirement of the terms and conditions below. To exercise your right of cancellation:

a) You must notify us of your decision to cancel within the appropriate time limits specified in

7.1 above by sending us an email detailing the Order being cancelled including the Order Number to [customer.services@pagers.co.uk](mailto:customer.services@pagers.co.uk) and also telephoning us on 01869 811411 to confirm receipt of email

## **8. Termination of this Contract**

8.1 You may terminate your Contract to expire at any time after the Minimum Term by giving us at least one month's notice. This must be in writing either via e-mail or by letter. We will respond to your request within three working days and in order for the cancellation to be valid you must make sure you receive confirmation from us. You are free to restore your Contract throughout this notice period, should you change your mind.

8.2 You may terminate your Contract before the Minimum Term has expired if you pay us all Charges that are due, plus a lump sum equivalent to the total of one month's Service Charges (except in the circumstances set out in Condition 8 above).

8.3 If, for reasons beyond our control, we are no longer able to provide Network Services, we will accept written notice from you that you wish to terminate your Contract. We will refund any pre-paid Charges that have not been used up.

8.4 We may terminate your Contract immediately at any time in respect of any Services rented by you, in whole or in part, by giving you written notice if:

a) you fail to pass any credit assessments which we may reasonably consider to be necessary from time to time

b) you fail to pay any of your bills from Pagers Direct on time

c) we have good reason for believing that any information you have given us is false or misleading d) you become insolvent within the meaning of Section 123 of the Insolvency Act 1986, or bankrupt, or make any arrangement with creditors or go into liquidation or become subject to an administration Order or a receiver is appointed over any of your assets or if we have good reason for believing that you are unable to pay the Charges.

8.5 We may also terminate your Contract at any time after the Minimum Term has expired by giving you at least one month's written notice.

8.6 We reserve the right to terminate your Contract immediately at any time in respect of any Services rented by you, in whole or in part without notice to you if you haven't complied with one or more of the terms of your Contract and do not correct the breach within 7 days of being asked by us in writing to do so.

## **9. Effect of Termination of the Contract**

9.1 When this Contract is terminated, your Smart Number will be Disconnected and you will no longer be able to use the Services.

9.2 Termination of your Contract is subject to you paying us any money you owe us and us paying you any money we owe you. After termination, it is your responsibility to cancel any direct debits, standing orders, credit card mandates (or other authorisations you may have given for periodic payments to be made to us by third parties).

## **10. Your Responsibilities**

10.1 Ordinarily we will invoice you quarterly in advance for Service Charges which are non-refundable. We reserve the right to amend the invoicing period and submit interim invoices to you. The Connection charge,

if applicable, will be included on your first invoice. VAT will be added to all invoices at the relevant rate where applicable. Payment is due when you receive your invoice.

10.1.1 You will be responsible for paying all Charges on your Account, whether or not they have been accrued by you personally. You will also be responsible for any extraordinary costs incurred in administering your Account, including collecting any payments. If your Service has been Disconnected, either at your request or ours, you will remain responsible for paying any outstanding Charges.

10.1.2 You must make your payment when you receive your invoice and by one of the payment methods stated on your invoice subject to clause 5.3.

10.2 If payment is not made within 14 days of its due date, we may charge interest on all sums outstanding at the rate of 2% above the base rate of Barclays Bank. This interest will be charged on a per annum basis calculated daily.

10.3 Ordinarily we will accept payment of Charges by credit card, debit card, cheque, direct debit and electronic transfer, but we reserve the right to refuse any payment method if we have reasonable cause to believe such payment will be dishonoured.

10.3.1 We reserve the right to charge an administration fee on each invoice for payments not made by direct debit.

10.3.2 We may arrange for invoices to be issued by a third party on our behalf. Invoices issued by such third party shall be binding on you and payment of such invoices in full to the third party will be a valid discharge of your liability to pay such invoices under this Agreement.

10.4 Recognising that good management and security of the Services is important to all Pagers Direct customers, you agree that you will:

- a) provide whatever proofs of your identity and address that we consider reasonably necessary from time to time. Whilst photocopy or fax copies are usually acceptable we do reserve the right to request the original document
- b) not to re-sell, re-supply or otherwise distribute the Services without the prior written agreement of Pagers Direct.

10.5 You undertake not to use the Services or permit any other person to use the Services for the transmission of unsolicited advertising or any material that is illegal, offensive, obscene or menacing, or that causes material detriment to Pagers Direct or any third party's computer or communications system or that constitutes an infringement of the rights of a third party, and you shall indemnify and hold harmless Pagers Direct against all liabilities, claims, damages, losses and proceedings arising out of or in any way connected with such uses.

## **11. Multiple Users**

11.1 Where there are one or more Users other than you under your Contract, you remain responsible:

- a) for ensuring the Services are used in accordance with this Contract and b) for all Charges incurred to your Account by those Users.

## **12. Information Supplied By You**

12.1 The details you give us must be correct. By applying for Services, you undertake to provide your correct name, address and other factual information. You also confirm that:

- a) the person stated to be authorised to sign for a company or firm is duly authorised
- b) any individual applying as a member of a company is of full contractual capacity and is able both to pay for the Services he or she has requested and to meet his or her other obligations under your Contract.

12.2 You must also tell us if your details change.

12.3 If we suspect, on reasonable grounds, that information has been supplied to us without the knowledge of the person named, or that an application is unauthorised or contains false particulars, we may delay Connection or Suspend Services to your Smart Number while we investigate further. Following our investigation, we will Connect or reinstate the Services unless we have grounds to terminate. You acknowledge that you will have no claim against us in respect of any delay or Disconnection caused as a result of the operation of this Condition.

### **13. Assignment of Contract and Change of Ownership of Smart Number**

13.1 Your Contract is personal to you and you may not assign it. However, we may at our discretion (not to be unreasonably withheld) allow you to:

a) nominate a User other than yourself while you remain primarily liable to us under your Contract b) terminate your Contract on short notice if you have transferred title of your Smart Number to a new customer who has Connected the Smart Number to the Network.

13.2 We may assign our rights to your Contract only if such assignment is on terms which are at least as advantageous to you as those set out in your Contract.

### **14. Liability**

14.1 Except as provided in this Condition 14, neither party shall be liable to the other, whether in Contract or tort nor otherwise, for any loss or damage which is:

a) not the fault of the other party

b) indirect and/or not reasonably foreseeable

c) loss of business, profits, savings, revenue, use or goodwill, or for any loss or corruption of data whether caused to the other party through any breach of your Contract or any matters arising under it. Neither party excludes liability for negligent acts or omissions causing death or personal injury to any person.

14.2 Subject to Condition 15.1, we limit our legal liability up to a maximum of the purchase price actually paid to us for the Smart Number for any loss or damage which is:

a) direct financial loss

b) direct physical damage to or loss of property resulting from our breach of Contract or negligence while providing Services.

14.3 We will not be liable to you if we are unable to perform an obligation or provide the Services to you because of any factor outside our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, terrorist act, governmental action, or by any act or decision made by a court of competent jurisdiction.

14.4 Subject to Condition 14.1, your liability is limited to payment of all outstanding Charges due in accordance with the provisions of your Contract.

### **15. General**

15.1 Your Contract may be varied or amended only by the express mutual agreement of both parties. A party seeking to rely on such variation or amendment must produce evidence of the other party's agreement to it.

15.2 You agree to the disclosure to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of: a) any information relating to your Contract, including your personal financial information and details of how you have performed in meeting your obligations under your Contract

b) any disclosure as may be within our Data Protection Act registration

c) any disclosure required as a result of an order of any court of competent jurisdiction or by statutory authority.

15.3 Pagers Direct will use your information which you provide to us together with other information for administration, marketing, credit scoring, customer services, tracking your Services and web use preferences, and profiling your purchasing preferences. We will keep your information for a reasonable period after your Contract with us has finished in case you decide to use our Services again and may contact you about our Services during this time.

15.4 You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

15.5 When you give us information about another person you confirm that they have appointed you to act for them, to consent to the processing of their personal data, and to the transfer of their information abroad and to receive on their behalf any data protection notices.

15.6 All notices to be served in accordance with your Contract must be served by post or e-mail. We can in addition serve notice to you by voicemail, email text or other form of electronic message. They will be deemed served 48 hours after they are sent, or on earlier proof of delivery. All invoices and notices served by post will be sent to the address given by you on Acceptance unless you notify us of a change to this address. Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it is given and does not affect our rights in any other way.

15.7 If either party delays or does not take action to enforce their rights under the Contract this does not prevent either party from taking action later.

## **B. FAIR USE POLICY**

(updated 17th October 2017)

### **1 Introduction**

1.1 LDC Pagers Direct Limited fair use policy sets out message traffic limitations and restrictions for the Network's standard service levels.

1.2 Premium levels of service may be provided upon request, but could be subject to additional charge.

### **2 Smart Number - Bureau**

2.1 The number of calls to the bureau shall not exceed 15 times the number of Smart Numbers in service per customer in any month (e.g. 15 Smart Numbers x 15 calls = 225 bureau calls per month per customer).

2.2 Use of the bureau is restricted to sending of messages only and shall NOT be used for out of hours reception, secretarial or similar uses.

2.3 The Special Instructions service is intended to aid the taking of important messages, and shall NOT be used for out of hours rostering procedures or any other processes that significantly increase the call holding time of bureau operators.

### **3 SMS**

3.1 The Network's default standard for SMS transmission is 1 message per second from any account or computer connection.

3.2 SMS messages are usually 160 characters long, but may be reduced if an extended character set is used.

3.3 SMS messages longer than 160 characters are broken down using the Enhanced Message Service (EMS) protocol and sent as a multi-part message. EMS enabled mobile handsets will reconstitute these

messages to appear as one original message. The maximum size for an EMS multipart message is limited to 5 multi-parts.