1.0 What the Service is

The Service we (Interact Technology Ltd) supply to (our customer) is called Data Services.

2.0 Basis of Contract

The sending of a quote by Interact Technology Ltd to (our customer) provides you with a number of services in accordance to these terms. The offer may be withdrawn at any point prior to you (our customer) accepting them.

3.0 The offer shall be accepted and the contract shall be formed on the basis of accepting the terms and conditions of the Contract document you (the customer) point at and on which date the Contract shall come into existence.

4.0 This contract is a non-transferable agreement between the parties. The customer acknowledges that it is not relieved on any statement, promise, representation, assurance or warranty made or given by Interact Technology Ltd which is not set out in the quote or order form, the Service Specification or these Conditions.

5.0 The customer warrants to Interact Technology Ltd that it is entering into a contract for the purpose of its business, trade or profession and not for any personal, family or household use.

6.0 We will work on any fault that is reported to us and will repair the service we have agreed to provide to you.

7.0 If you wish to make any change to the Service you are required to complete a Change Form (Order Form – Addendum) and return it to us. We reserve the right to decline any change unless it is to the customer’s advantage.

8.0 If there is a failure at your premise and we find either that there is not or that someone at your premises has caused the fault, we may charge you for the cost of the visit and the repair where appropriate.

9.0 If there is a failure at your premise and we find that the fault is not due to a failure of the Service or the Service itself this does not affect our liability if we are negligence.

10.0 Repairing Faults

(a) We will make every effort to repair the fault within a reasonable time, but we cannot guarantee a specific time.

(b) Where you place equipment on your premises that is not supported by Interact Technology Ltd this equipment will not be repaired by us.

11.0 Cancellation after the service has been commenced

(a) You (the customer) may cancel service after the customer commencement date for a particular service and prior to the end of the term commitment by written notice to Interact Technology Ltd of not less than 65 days before such cancellation to be effective.

(b) In such event, or if Interact Technology Ltd cancels all or any portion of your customer service order due to a breach of any term or condition or continued non-payment, you may be required to pay to Interact Technology Ltd in an amount equal to: (a) 100% of the remaining charges which would have been incurred by you for the effective date of cancellation to the end of the term of the Service; (b) 50% of the remaining charges which would have been incurred by you for the effective date of cancellation to the end of the term of the Service; (c) 25% of the remaining charges which would have been incurred by you for the effective date of cancellation to the end of the term of the Service. (d) Interest at a rate of 1% per month (or if disputed the maximum rate allowable in law) or part thereof on sums not paid, interest recoverable from the effective date of termination until payment.

12.0 How to give notice

(a) To the address at which the Quote/Order Form is led or to any other address we give you.

(b) To the address you have asked us to send our written correspondence.

13.0 Third party rights

A person who is not a party to this agreement has no right to require the Performance of any part thereof on the total of all sums received until the expiry of the Term Commitment; (c) 25% of the remaining charges which would have been incurred by you for the effective date of cancellation to the end of the term of the Service. (d) Interest at a rate of 1% per month (or if disputed the maximum rate allowable in law) or part thereof on sums not paid, interest recoverable from the effective date of termination until payment.

14.0 Clarifying the agreement

If there is a dispute or if the dispute is not resolved by the client and Interact Technology Ltd in an amount equal to: (a) 10% party cancellation charges related to the installation or cancellation of service; (b) plus 50% of rental costs of the service not being used.

15.0 Cancellation of the Service prior to Service Commencement Date

You may cancel your service order after Interact Technology Ltd’s acceptance of an order and prior to service commencement by writing to Interact Technology Ltd. In such an event, or if delivery of the Service is delayed by Interact Technology Ltd due to a failure of customer supply within thirty (30) days of the date and conditions, then you shall pay a cancellation charge to Interact Technology Ltd in an amount equal to: (a) any third party cancellation charges related to the installation or cancellation of service; (b) plus 50% of rental costs of the service not being used.
continuous total loss of the ability to make or to receive
Calls or the continuous total loss of a related service

“Force Majeure” translates as ‘greater force’, this clause
is included to remove liability for natural and unavoidable
ca Catastrophes that interrupt the expected course of events
and restrict obligations.

“Maintenance Services” the maintenance of services to
be provided by Interact technology Ltd to the customer as
described in the Order/Quote Interact Technology Ltd
agrees to supply the customer from time to time.

“Minimum Period” means the first 36 months of the
Service unless otherwise agreed in writing before the
commencement of the contract.

“Service” the services to be provided by Interact
technology Ltd to the customer as described in the
Order/Quote together with such other data services that
Interact Technology Ltd agrees to supply the customer
from time to time.

“Service Commencement Date” means the date in which
an agreed service becomes active and billable.

“Wayleave” means a written legal document between the
land or property owner and Openreach to install, maintain,
repair telecommunications equipment.

“We”, “us” and “Interact Technology” means Interact
Technology Ltd or the body corporate which bears the
English company registration number 06348509

“Working day” means Monday to Friday not including
public holidays.

“You” means the customer we make this agreement with.
It includes a person who we reasonably believe is acting
with the customer’s authority or knowledge.

“Your equipment” means equipment that is not part of
our network or included in any quote/order form and
which you use or intend to use with the Service.

“Your premises” means the place where the Service is or
will be provided.