1.0 What the Service is

The Service we (Interact Technology Ltd) supply to you (our Customer) constitutes an offer, to provide services in accordance with the terms and conditions set out in these standard terms.

1.1 You (the customer) recognise that Interact Technology Limited (Interact Technology or us) is the supplier of the service.

1.2 Basis of contract

The Service we (Interact Technology Ltd) to you (our customer) constitutes as an offer, to provide services in accordance with the terms and conditions set out in these standard terms.

1.3 You must accept the contract and the Service will be provided once you have signed the quote or order form, and our customer acceptance of that information. You may be required to provide us with information that we require to be delivered not less than ninety (90) days prior to the service commencement date.

1.4 The contract constitutes the entire agreement between the parties and supersedes all previous communications, whether written or oral, including all representations and statements made by Interact Technology or its employees. Any variation of this agreement must be in writing signed by both parties.

1.5 The customer warrants to Interact Technology Ltd that it is entitled to the Service (including the Service Specific Conditions) and that it is not in conflict with its business, trade or profession and not as a consumer.

1.6 Except for Installation Services that shall form part of a Contract for the Supply of Equipment, each order for maintenance Services, Data Services, Hosted Service or Fixed Network Services shall be deemed to be a separate contract (irrespective of whether more than one of them are on the same quote/order form).

2.0 Term

2.1 You (the customer) recognise that Interact Technology Ltd’s service levels are subject to change and Interact Technology Ltd shall not be liable for any delays or failures caused by factors, including but not limited to: carrier commitments, initial costs, advance payments for equipment and such like, that are beyond our control, including any rules that apply for equipment that is not to be used by you.

2.2 The initial term of each customer order shall be thirty six (36) months from the date of any such order (the “Term”). Following the initial term, the contract shall automatically renew for further successive terms of twenty-four (24) months unless either the customer or Interact Technology Ltd gives written notice to the other party, to terminate the contract at that time (whatsoever the reason).

2.3 Any notice of termination for cause must be given in writing and served on Interact Technology Ltd in accordance with the notice requirements specified in this document.

2.4 After expiry of the initial term commitment the term commitment shall be extended by one year and subsequently each year on the anniversary of the commencement date, until terminated by either Interact Technology Ltd or you (the customer) upon written notice to be delivered not less than ninety (90) days prior to the end of the initial term commitment or of any subsequent term commitment.

3.0 Things we may have to do:

We may do or cause to be done any of the following things at any time for any reason or without reason:

3.1 We may suspend the Service or end the agreement until we have received from you any payment due.

3.2 We may provide you with a quote or order form, and our customer acceptance of that information. You may be required to provide us with information that we require to be delivered not less than ninety (90) days prior to the service commencement date.

3.3 If you miss a payment, we will not suspend the Service or end the agreement until seven days after the due date of the missed payment.

3.4 If we suspend the Service, we will provide you notice giving written notice before doing so, so that you have the opportunity to take action or make arrangements to pay the overdue payment.

3.5 If we suspend the Service because you (the customer) threatens or breaches any of the terms contained in this Agreement, or contravenes any other provisions of this Agreement, you may then suspend the Service or end the agreement until you have taken action to correct the breaches or to comply with your contractual obligations.

3.6 If your payment was late or made in full as required, we may not suspend the Service or end the agreement until we have received from you any payment due.

3.7 If we cannot deliver the Service to you (the customer) at which point a handover date monthly in advance by direct debit, or in any other way that is forbidden by paragraph 10.6. A cancellation fee will be charged in addition to any other charges that may apply in the event of cancellation of service; plus bill non- recoverable charge to Interact Technology Ltd in the amount equal to: (a) any third party cancellation charges related to the cancellation of service or (b) bill non-recoverable charge to Interact Technology Ltd on the amount you still owe to us.

3.8 If 50% of the total recurring charges for the cancelled service were not received by the end of your Service (less than three bills received and paid in full) we may then suspend the Service or end the agreement as of the date on which the last charge was paid.

3.9 If you use the Services for a purpose other than the purposes for which the Service was intended, then we may suspend the Service or end the agreement until you cease to do so.

3.10 If you break this agreement

13.3 If you miss a payment, we will not suspend the Service or end the agreement until seven days after the due date of the missed payment.

13.4 If we suspend the Service because you (the customer) breaks the agreement, you may then suspend the Service or end the agreement until you have taken action to correct the breaches or to comply with your contractual obligations.

13.5 If we suspend the Service because you break the agreement, you may then suspend the Service or end the agreement until you have taken action to correct the breaches or to comply with your contractual obligations.

13.6 If your payment was late or made in full as required, we may not suspend the Service or end the agreement until we have received from you any payment due.

13.7 If we cannot deliver the Service to you (the customer) at which point a handover date monthly in advance by direct debit, or in any other way that is forbidden by paragraph 10.6. A cancellation fee will be charged in addition to any other charges that may apply in the event of cancellation of service; plus bill non- recoverable charge to Interact Technology Ltd in the amount equal to: (a) any third party cancellation charges related to the cancellation of service or (b) bill non-recoverable charge to Interact Technology Ltd on the amount you still owe to us.

13.8 If 50% of the total recurring charges for the cancelled service were not received by the end of your Service (less than three bills received and paid in full) we may then suspend the Service or end the agreement as of the date on which the last charge was paid.

13.9 If you use the Services for a purpose other than the purposes for which the Service was intended, then we may suspend the Service or end the agreement until you cease to do so.

13.10 If you break this agreement

13.11 If we suspend the Service or end the agreement (or both) at any time without providing notice to you, you agree to any payment due after such suspension.

13.12 If Interact Technology Ltd is Required to suspend or cease delivery of the Service due to circumstances beyond our control, we will (if we have a limited payment history for the Service and you (the customer) must get that arrangement for us and make any other necessary arrangements.

13.13 If you miss a payment, we will not suspend the Service or end the agreement until seven days after the due date of the missed payment.

13.14 If we suspend the Service because you (the customer) breaks the agreement, you may then suspend the Service or end the agreement until you have taken action to correct the breaches or to comply with your contractual obligations.

13.15 If we suspend the Service because you break the agreement, you may then suspend the Service or end the agreement until you have taken action to correct the breaches or to comply with your contractual obligations.

13.16 If your payment was late or made in full as required, we may not suspend the Service or end the agreement until we have received from you any payment due.

13.17 If we cannot deliver the Service to you (the customer) at which point a handover date monthly in advance by direct debit, or in any other way that is forbidden by paragraph 10.6. A cancellation fee will be charged in addition to any other charges that may apply in the event of cancellation of service; plus bill non-recoverable charge to Interact Technology Ltd in the amount equal to: (a) any third party cancellation charges related to the cancellation of service or (b) bill non-recoverable charge to Interact Technology Ltd on the amount you still owe to us.
The other things we need to tell you

19.0 How to give notice

Any notice given under this agreement must be emailed or a letter sent with confirmed delivery:
(a) To us at the address shown on the Quote/Order Form or on your last bill or any other address we give you;
(b) To you at the address you have asked us to send bills to whether postal or electronic mail.

20.0 SIP Fraud Management

Some services will be provided or charged with a SIP fraud Management Service. Whilst Interact Technology Limited will aim to manage and potentially restrict fraudulent activity. we cannot be held responsible for any breach, mis-use or costs associated with such activity.

21.0 Third party rights

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

22.0 Liability for misuse

Interact Technology is not liable for any misuse, fraud, deception, misrepresentation or any unauthorized use that does or does not amount to, or is or is not in connection with any criminal offence that results in excess call charges. This applies to any party’s use, including the responsibility of any third party.

23.0 Explanations of certain words

“Contract” means the contract between Interact Technology Ltd and the Customer for the supply of services/goods (including appropriate equipment) in accordance with these conditions, the order and any service specific conditions.

“Customer” the person or firm specified as such on the order form/quote who contracts to purchase services from Interact Technology Ltd

“Call Level” means the sum of money you agree with us and you expect to spend on Call Charges during the period covered by your bill.

“Data services” the data 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.

“Equipment” The equipment as set out in the order form/quote that is on loan for the period of your service and returnable upon cease/transfer.

“Failure of the Service” means the 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 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.

“Mobile Services” the mobile services to be provided by Interact Technology Ltd to the customer as specified in the order form/quote.

“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.

“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.