

# TERMS OF BUSINESS

## What is the effect of these terms and conditions?

These terms and conditions and any applicable V4 Telecom charges (altogether the 'Terms') set out the legal relationship and the agreement between you and ABI Business Services Limited, company number 08865269 whose registered office is at 1st Floor, Cash's Business Centre, 228 Widdrington Road, Coventry CV1 4PB trading as V4 Telecom ('us', 'we')

These Terms set out the basis on which we will provide goods and services to you and the way in which you may use the goods and services which we provide. Please read through these terms and conditions carefully.

You agree, either by accepting these Terms on our Website or by signing an Order Form or upon delivery of the relevant Terms to you, to be bound by these Terms.

## Definitions used within these Terms.

'Broadband Service' means the provision of fixed line high speed access to the internet in the United Kingdom. 'Equipment' means any equipment, hardware or other physical devices either loaned to you or purchased by you as the case may be.

'Fee or Fees' mean fees for our Services and/or services owed by you to us in accordance with these Terms.

'Leased Line Service' means our service providing Ethernet in the first mile and leased lines.

'Mobile Service' means our service providing mobile call services, messaging services (including email, fax, voicemail, text message, multimedia messaging and similar), storage services, age restricted services, premium services (international calling and international roaming) and SIMs but excluding any other Equipment such as mobile handsets.

'Order Form' means the document (electronic or otherwise) signed by you which sets out Services to be supplied by us under these Terms.

'Service(s)' means (as applicable) our Telephony Service, Mobile Service, Broadband Service, Leased Line Services and associated hardware, equipment, maintenance and support services, and such other services as are agreed in your Order Form or on our Website or as we may agree to provide to you with from time to time.. 'SIMs' means cards which contain your phone numbers and enable you to access the Mobile Services. 'Telephony Service' means our service providing standard fixed line telephony or Voice over IP ('VoIP') telephony but excluding the Mobile Service.

'Website' means our website address at [www.v4telecom.co.uk](http://www.v4telecom.co.uk) or any subsequent website address notified to you. 'You' means the customer of our Services.

## ACCESS TO SECURITY SYSTEMS & REMOTE ACCESS EXPLAINED

We reserve complete rights to retain necessary remote access to any security systems supplied & installed by us only limited to the purposes of diagnostics & troubleshooting any faults & help add any firmware & software updates remotely. Such remote access will also be specifically used for credit management purposes should your invoices not be fully paid by the given due dates. Any overdue invoices attract a late fee, a suspension fee & a

reconnection fee along with interest payable on outstanding amounts as per the Late Payments of Commercial debts (interest) Act 1998 plus any reasonable costs incurred by us in recovering the debt owing. When you complete a signed order with us via electronic mail, in person, mail or over the phone for the supply & install of any security systems such as CCTV, Wireless Intruder systems, Video Door Bell, IP Intercom systems, you are explicitly agreeing to these terms throughout the term of supply.

## **How do you order V4 Telecom Services?**

Our Services are available placing an order using the online order process or by signing and returning a written Order Form. You must be at least 18 years old when you place your order with us.

If you have an existing service with current provider, you may be required to contact them in order to migrate your services to us. We'll let you know what you need to do. Please note that your current provider may charge cancellation fees or other charges in connection with the termination of your current service contract.

When ordering our Services, you must provide a valid email address and you are responsible for maintaining and regularly checking this email address. You can update details of your email address by letting us know. We'll use this email address to contact you for all purposes under these Terms.

Once you have placed your order, we'll let you know that it has been received. Do bear in mind that by placing your order you are making an offer to enter into a contract with us for the purchase of the relevant Services from us under these Terms, the terms of your order, and any other terms specified by us. We'll acknowledge receipt of your order and contact you if we are able to accept your offer. Upon our acceptance of your order you enter into a contract with us for the purchase of the particular Services and Equipment.

You agree that we can immediately start work on the technical and operational elements required for the provision of the Services and Equipment upon the issuance of our order acceptance. At the time of acceptance we'll provide you with further details of when we expect to be able to process your order. If we have begun work on your order, but you decide to cancel your order, we may require you to pay us an amount proportionate to any services which we have provided to you up until the cancellation date.

Please be advised that by placing an order, you agree that we, or third parties acting on our behalf, may carry out credit checks on you using the information that you provide.

## **What Equipment does V4 Telecom provide?**

Any & all hardware and equipment items, that you order on the Order Form, Order Agreement, or through our Website will be provided for by a third-party hire purchase or hardware leasing provider, and you will enter into a contract directly with them to lease the select hardware items in the order. Hardware Leasing is an inseparable part of all V4 Telecom order agreements, unless says so explicitly otherwise on your signed order agreement. Where we provide any Equipment without cost directly to you, we agree to loan the Equipment to you for as long as you continue to receive the Services under these Terms so long as all such equipment or hardware items have been paid for upfront at our given RECOMMENDED RETAIL PRICES applicable at the time, unless explicitly advises otherwise on your signed order agreement. Risk shall pass to you upon delivery but the Equipment shall remain our property and you agree to suitably insure it while it is loaned to you, or pay costs on insuring with our chosen hardware leasing partner instead. Any explicit waivers to the above terms must be recorded in writing prior, by a V4 Telecom Company Director.

Where you purchase Equipment from us, risk shall pass to you upon delivery but the Equipment shall remain our property until such time as payment is received in full in respect of the Equipment. We shall have no liability in respect of Equipment lost or damaged in transit unless and until you note such loss or damage within 2 working days of delivery or expected delivery with due evidence received at [welcome@v4telecom.co.uk](mailto:welcome@v4telecom.co.uk) or at [support@v4telecom.co.uk](mailto:support@v4telecom.co.uk) within the given timelines.

Upon termination of these Terms or the relevant service as appropriate, any loaned Equipment must be returned to: ABI Business Services Limited trading as V4 Telecom, Cash's Business Centre, 228 Widdrington Road, Coventry CV1 4PB.

Any Equipment not returned to us will be billed to you as a Fee at the recommend retail price for the missing Equipment. Please note that if you choose to keep any Equipment after we stop providing Services, it is supplied to you 'as is', without warranty and without support.

If your Equipment is faulty, regardless as to whether it is provided by us or leased by a third party, we will make arrangements for the repair or replacement of that Equipment during the first 12 months without charge, providing the fault is not caused by abuse or negligence while in your care. Except for faults or defects within the first 12 months, replacement items of Equipment are available on payment of the applicable replacement items Fee(s). You will need to return any faulty or replaced items of Equipment to: V4 Telecom, Cash's Business Centre, 228 Widdrington Road, Coventry CV1 4PB. For the avoidance of doubt, subject to faults within the first 12 months, should you lease the Equipment from a third party they will be responsible for rectifying any fault or defect with the Equipment.

You will need to ensure that suitable mains electricity, power over Ethernet and network cabling are available as applicable where you would like the Equipment to be installed.

Any Business hardware, post 12-months from date of original order received from Manufacturer is no longer within manufacturer's warranty & any faults or replacement hardware will be chargeable upfront separately unless stated otherwise unless you have chosen the maintenance cover for your telecoms, Managed IT & Security Services supplied by V4 Telecom, or else choose to be on Non-Maintained rates. V4 Telecom, as a part of its supply range of services, has access to a wide range of latest business hardware & technology items which can be made available at no upfront capital outlay on our orders, upon credit checks being successful.

## **How do you get connected?**

For our Telephony Service, we'll preconfigure and dispatch any Equipment to you. Where you wish to port numbers, we'll advise you on if that's possible and how long it will take. If we are transferring an existing telephone line, we'll let you know how long that will take. If we are installing a new telephone line, an engineer will need to come and install it and we'll provide you with the details. Obviously you agree to provide any reasonable cooperation and assistance that may be required to get you connected, including access to the site and any other reasonable requests which we make. It's important that you don't miss any appointments as we pass any such charges on to you, as detailed in the section 'Admin fee list'.

For our Broadband Service, we'll either provision it on a telephone line that we are also installing or on an existing line and preconfigure and dispatch any Equipment to you. We'll try to make sure that you get the fastest broadband internet connection possible, but the actual speed will depend on your actual line (e.g. the distance of your premises from the telephone exchange, the quality of your copper line and environmental line noise will all impact your actual speeds), so we cannot guarantee that your connection will reach any specific speeds.

For our Mobile Service, we will dispatch your SIMs to you and any other Equipment that you have ordered.

For our Leased Line Service, please see the section 'What do I need to know about the Leased Line Service?'

If after receiving or accepting your order, we cannot provide you with a particular Service, we'll notify you. That particular Service will terminate in respect of these Terms and any Fees you have paid will be refunded to you.

Please also be advised that we have the right to terminate these Terms without liability after confirmation of acceptance has been sent but before you have been connected if: (a) you fail a credit check; (b) we are not able to provide our Services to your premises by the expected connection date for any reason; or (c) if you are not in a geographical area covered by us. If we end these Terms before connection (other than as a result of your own act or omission), any Fees you have paid will be refunded to you.

A consumer will, subject to any exceptions or exclusions set out in the Consumer Protection (Distance Selling) Regulations 2000, be entitled to cancel the Services and/or return the Equipment by serving written notice of cancellation to us within fourteen days of either receiving the Equipment from us or after the date upon which you enter into these Terms with us. In such event, you must return all the Equipment to us at your own cost. If you cancel a contract within fourteen days of receiving the Equipment from us or the date upon which you enter into these Terms, we will refund to you all payments received from you, including the costs of delivery of any Equipment you ordered. However, if you requested that the Service(s) begin immediately, you must pay us an amount which is proportionate to the Service(s) provided up to the point you cancelled your order. A consumer will not be entitled to cancel these Terms for the supply of Services after the fourteen day cancellation period once performance of the Services has started, save as where permitted under these Terms (see the section 'What is the contract period and how does it end?')

Where you receive our Services and/or Equipment not as a consumer (that is, within the course of a trade or business), no Equipment supplied by us shall be accepted for return without our prior consent. You must agree to pay the cancellation fees which is the monthly fee times the remaining months to terminate a Service or these Terms, such fee being the costs to us of cancelling a Service or these Terms.

You agree to use our Services for your own use only and not to resell any Service without our written permission.

## **What is the contract period and how does it end?**

The Services you order are subject to the 'Minimum Term' as set out on the Order Form or on our Website when you order. The standard Minimum Term for the Services is twenty four months unless otherwise stated. The Minimum Term for each Service starts from the date that that respective Service is fully provisioned or activated. After the minimum term has expired, the Services will roll on a monthly basis until either party cancels the contract.

You must keep the Services you have chosen for the duration of the Minimum Term, unless you or we are allowed to end this contract earlier. If your contract ends during the Minimum Term (other than where you have a right to end it without incurring early termination charges' (see section 'What are V4 Telecoms payment terms and charges?') we may charge you a cancellation fee. Unless you tell us otherwise, we may charge this amount directly to any credit or debit card which you have provided us with details of and, by entering into this contract, you are authorising us to do so. We will give you reasonable notice in writing before these charges are made.

After the Minimum Term for a Service has elapsed, you can terminate that Service at any time without paying any cancellation Fees, providing you give us three (3) months' notice of termination. Any such cancellation Fees will not exceed the charges you would have paid for the remainder of the services less our costs.

We alone may terminate these Terms, terminate a particular Service or suspend Services if you don't pay us by the due date any money you owe us; or you misuse our Service; or we suspect any fraudulent use; or if we are required to do so by a competent or regulatory authority or network provider We will not refund any fees paid by you under these Terms if we end these Terms or terminate a Service under this Condition. There may be a reconnection charge if we suspend your Service.

If we are entitled to suspend your Service then all Fees for your Service will remain payable by you notwithstanding such suspension. If we are entitled to terminate your Service (other than without cause), then we will be entitled to charge you for the Fees which would have been payable to us as if you had provided us with a termination notice on the date of such termination.

Either you or us may terminate these Terms by giving thirty (90) days' written notice to the other:

if there has been a material breach of these Terms by the other party and this isn't remedied within fourteen (14) days of a written notice notifying the breach; we increase your payments, unless such increase arises under the section 'What are V4 Telecoms payment terms and charges?'. if an event, outside its reasonable control, prevents continued provision of the Services for more than thirty (30) days; if the other is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent or bankrupt; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or makes an application to a court of competent jurisdiction for protection from its creditors generally; or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or is subject to any analogous event or proceeding in any applicable jurisdiction.

Please be advised that Under Ofcom rules, we are not allowed to automatically roll over contracts which result in the customer being put into a new contract commitment except for Business customers who have more than 10 employees. (details from the Ofcom website below)

### **Important Notes:**

1. Ofcom has amended General Condition 9 to prohibit the sale of automatically renewable contracts to residential customers and small businesses with no more than ten employees in the fixed voice and broadband sectors.
2. Ofcom is the independent regulator and competition authority for the UK communications industries, with responsibilities across television, radio, telecommunications and wireless communications services.
3. V4 requires a 90-days' notice period before your minimum contract term end date if you decide to move your services to another Supplier. All such 90-days notices must be emailed to [billing@v4telecom.co.uk](mailto:billing@v4telecom.co.uk) by the authorised account holder & on a company Letterhead in case of Business accounts with 1 employee or more. You can even post this to us at: Attention: V4 Billing Team, V4 Telecom, Cash's Business Centre, 228, Widdrington Road, Coventry, CV1 4PB.
4. In case you have been a Business Customer who is currently being supplied services by V4, & have been found to have more than 10 employees, V4 will automatically renew your contracts at the minimum term pricing with any adjustments to market pricing for the original term, unless the above 90-days' notice period has been received to state otherwise. We will send you a renewal confirmation letter with details of your renewal pricing on the Letter as well. Please contact V4 Billing Teams on 0800 038 6333 9 am to 5 pm Mondays to Fridays except public or Bank Holidays, or at [billing@v4telecom.co.uk](mailto:billing@v4telecom.co.uk) in case of any queries on this.

The rental is for the equipment only and does not include services, maintenance, broadband, lines or call services ("the Services"). We understand that we will receive a separate bill for the Services from V4.

Any accounts using phone system supply, all & any other items in hardware supply, or retail Wi-Fi products under V4 supply agreements, & are currently not being billed on Maintenance, are charged at our Non-Maintained Rates. A copy of this non-maintained rate card can be obtained at any time by emailing [billing@v4telecom.co.uk](mailto:billing@v4telecom.co.uk). Any support items or additional changes, or customer requests except standard line or broadband faults, on non-maintained accounts is charged as per V4 Telecom's non maintained rate cards at all times. Accounts which were signed on the 1st 12 months free maintenance cover, will see the appropriate Maintenance monthly rental appear on your V4 Telecom Phone Bill from Month 13 onwards. This Maintenance cover must be cancelled within 90 days by emailing a notice in writing to [helpdesk@v4telecom.co.uk](mailto:helpdesk@v4telecom.co.uk) with your V4 Account Number as the email subject or a Letter posted to V4 Telecom, Cash's Business Centre, 228, Widdrington Road, Coventry, CV1 4PB with your V4 Account Number as the reference. Any accounts on a Maintenance monthly rental plan under V4's maintenance cover, are charged no early termination fees if such a cover is cancelled within 90-days from the 1st month of the maintenance monthly rental plan fee being billed by supplying the notice as per above in writing. If in case This has been requested to be cancelled past this 90-day period, an early termination fee for the monthly maintenance rate cover monthly rental x the remaining months in the V4 contract term on the account becomes payable in 14 days.

## **What are V4 Telecoms payment terms and charges?**

Any promotional offers such as inclusive line rental or broadband shall be free of charge for a maximum period of 12 months, after which, any services received free of charge will be billed at the standard rate, for the remainder of the contract. Early termination Fee's and standard terms apply.

V4 Telecom invoices are emailed or mailed to your premises during the 1st week of each calendar month. You have a responsibility to pay the Fees that apply to the Services you're receiving from us. These Fees are in British pounds sterling and payable from the day that the Services are installed or provisioned. Recurring Fees will be collected monthly in advance, while one-off fees will be collected in arrears. Our invoices are due 10 days after the invoice date. We'll collect the amount invoiced to you via direct debit on or shortly after the due date.

Our call charges are set out in our tariff on our Website and all calls you make will be subject to this tariff unless otherwise agreed in writing with us.

Our Fees include the following:

**Telephone connection fee** - the cost of installing a new telephone line through BT Openreach.

**Broadband connection fee** - the cost of activating broadband.

**Broadband line rental** - the rental for the Broadband Service.

**Broadband overage fee** - the price for additional data per gigabyte above and beyond the broadband data allowance included with your Broadband Service.

**Broadband cease charge** - a charge levied by BT Openreach if you cancel a broadband service.

**BT Openreach special charges** - other charges paid by us that are passed through at cost to you from BT Openreach (e.g. abortive visit charges, specialist wiring work, engineer repair visits).

**Late payment fees** - due in the event that you do not pay the Fees on time.

**Cancellation fees** - due in the event that you cancel a Service during the Minimum Term or without providing the required notice.

**Equipment fees** - for any equipment purchased from us including routers, handsets, SIMs, adaptors, power supplies and any other computer, network and telephony equipment.

**Mobile fees** - the fees for your Mobile Services including fixed periodic charges, usage charges and domestic and international call charges.

**Delivery Fee** - the cost of delivery of Equipment to your premises.

**Additional charges** - additional or supplemental services or equipment which you have asked us to provide.

By requesting an engineer site visit, by an Openreach Contractor or a V4 Engineer, you are agreeing to any potential charges of half-day £300 or our published full-day rate of £600 that may be applied if no fault is found on the supplier's network or to the equipment on site including any damage to the equipment caused since it was dispatched in original condition. If no site contact information is provided we will use the end user contact information. Reminders on engineer site visits are only permitted to go in via mobile text or electronic email only, & If you do not advise us of any restricted access we will book for the next available visit. The point of no return for cancelling or amending appointments is 15:00 hours, minimum of 2 working days before the booked appointment. The above engineer visit charges are valid & updated as at 1-November-2021 & are subject to change upon outside increase in material, fuel or similar related purchase costs.

These Fees may vary from time to time and all Fees are non-refundable unless otherwise stated. We may impose a credit limit of your account and/or require a deposit as security for paying your bills.

We accept payment by direct debit and you agree to complete, return and maintain a direct debit mandate to pay us. If your bank details change you must notify us immediately to ensure continuity of your Services. You agree to inform us if your direct debit authority is terminated at any time. If a direct debit payment fails, we may contact you to arrange payment and you will be liable to pay interest and late payment fees under these Terms. If we cannot contact you after a failed direct debit payment, we may suspend or terminate the Services and these Terms without further notice. Please note that we charge £15.99 per month if you don't pay via direct debit.

Please also be advised that we reserve the right to change our Fees including our tariffs at any time, by either giving you notice in writing which will include sending an email to the email address you provide to us or by updating the pricing on our Website. Unless we increase our prices for any of the reasons set out in this section, you can also end the contract during the Minimum Term if we increase our Fees. If you wish to end this contract for these reasons, then you need to let us know within 90 days of notice of the change (sections 'What is the contract period and how does it end?').

We may also increase your payments if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing, including to reflect a change in the rate of VAT or other applicable taxation charge or levy, which affects the Services directly or our pricing structure generally. We will use our reasonable endeavours to notify you before any price increase takes effect under this section.

You must pay us all sums due to us in full and you cannot deduct or withhold any part of the sums you owe us, except as permitted by law. Please be advised that in the event of us not receiving full payment for Services

provided, we have the right to suspend or terminate your Services and take any steps necessary to recover the amount due (including any costs incurred collecting the funds owed). There will be an additional cost incurred once account is passed over to external debt collection agency.

All prices shown on our Website and Order Forms are exclusive of VAT and our invoices show VAT payable as a separate item on each invoice. In any event you are liable to pay VAT on all Services provided.

All pricing and tariff types exclude any excess charges, which may be incurred on your invoice each month via exceeding caps, noninclusive calls, excess data usage and any over-usage applicable on your selected tariff. Any excess charges incurred will be itemised on your invoice excluding VAT. Any free calls to mobiles as part of the package designed for you, is limited to top 5 networks only per industry standards. These are: - a) O2, (fm1), b) EE, (Fm3), c) Hutchinson 3G (H3G), d) Vodafone (fm5) e) Orange (Fm4). Any calls made to mobiles on any network not part of the one's listed above will be charged per our usual rates.

## **What happens if there are Service interruptions?**

We'll take reasonable measures to rectify any interruptions or faults in the Services that we provide. However, we cannot be held responsible for disruptions caused as a result of war, strikes, natural disasters or other 'acts of God' and shall not be liable for any delay or failure in the performance of its obligations to the extent that such delay or failure is attributable to matters beyond our reasonable control.

We or our network providers may need to make changes to a network or the technical specification of a Service or may need to suspend provision of the Services for operational or technical reasons. We'll use all reasonable endeavours to notify you in advance of such changes or suspension if it materially affects your Services. Obviously we'll do everything which is reasonably within our power to minimise the effect of these disruptions on you and restore the Service as soon as we can.

It is technically impossible for us to provide fault-free Services at all times. But, we're committed to providing you with Services that have as few disruptions as possible. We cannot guarantee the quality and coverage of our mobile network providers' wireless network or signal strength.

## **What do I need to know about Voice over IP (VoIP) Telephony Service?**

By purchasing our Telephony Service, you must understand that there are some limitations of VoIP technology:

It may not offer all of the features you may expect from a conventional phone line. It may sometimes be unavailable as a result of things over which we have no control (e.g. the weather, loss of power, failures of your internet connection) and you understand that in such circumstances all services (including 999/112 emergency services) will also be unavailable.

Where you use our Telephony Service without our Broadband Service then there is a greater likelihood of connectivity and quality of service problems.

Connectivity to the 999/112 emergency services will be provided only to the extent that is technically feasible. As a result, you may have to provide your location information and phone number verbally to the operator. You may not be connected to the domestic emergency service upon dialling outside of mainland England, Wales, Scotland and Northern Ireland. You must register the physical location of each handset with us. This will default to the site address at which we set up the Telephony Service for you. Failure to update us with any changes will result in emergency operators unable to identify your location and phone number when you dial 999/112.

Emergency operators may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason. Emergency operators may also not be able to hold your line open in the event that you hang up. If we suspend or terminate the Telephony Service, you may not be able to dial 999/112.

You agree to inform potential users of the Services of the above limitations and you understand and accept that you should always have an alternative means of accessing 999/112 emergency services.

## **What do I need to know about Mobile Services?**

We are providing you with Mobile Services using approved devices, SIMs and network resources provided by our network providers both in the UK and abroad.

You must ensure that all your SIMs are used in accordance with these Terms. The SIMs remain the property of the network providers at all times and you are granted a limited license to use the SIMs to access the Mobile Services. We may recall the SIMs at any time. You must only use the SIMs in approved devices.

The Mobile Service may include premium services such as international calling and roaming. If using the Mobile Service abroad, your use of the Services may be subject to the laws and regulations that apply in that country. We are not liable for any failure to comply with those laws or regulations.

When the Mobile Service ends, we will disconnect all your SIMs and you will not be able to use the Mobile Service or make calls to the emergency services.

## **What do I need to know about the Leased Line Service?**

Leased lines are either Ethernet in the First Mile ('EFM') or dedicated fibre circuits that either connect to the internet or connect two sites together without internet ('Point to Point'). You can also have multiple circuits to provide higher resiliency.

Leased lines are a bespoke service and installation time and costs vary from case to case. After you submit your order based upon our standard Fees, we'll need to do a site survey within 30 days of accepting your order to establish whether any additional Fees are payable. After the site survey, we'll know if any additional Fees will apply and if so, you'll need to agree to these Fees. If you don't wish to accept the Fees or you don't agree to any extra Fees within 25 days, the order will simply cancel with no cancellation fees.

If the site survey does not identify any extra Fees, the order will automatically proceed using the Fee quoted when you submitted your order. If the site survey identifies additional Fees and you accept them, the order will proceed.

As we will have already carried out the site survey on your behalf in order to begin the Service, if you wish to cancel the Service before it is installed; there will be cancellation charges which will be passed on at cost to you along with an administration fee for our time. These cancellation Fees will be applicable irrespective of the reason for your cancellation. For the avoidance of doubt, any other cancellation period as set out in these Terms does not apply to Leased Line Services.

Access to the site may be required for:

A site survey to be conducted by BT Openreach.  
Broadband provision (alarm monitoring).  
Fibre provisioning.  
Fibre splicing.  
Fibre end to end testing.  
Operational testing and handover testing.

If you agree a time and date for site access or a site survey for us or our technical partner or agent for the purposes of installation and/or configuration and you subsequently refuse the survey or it is not possible we reserve the right to recover in full any costs associated with the lack of site access or cancellation of site survey.

We bill quarterly in advance for Leased Line Services and we may require you to pay the installation charges and any excess construction charges before we proceed with the installation of your Service.

Each leased line will come with a service level policy, which will be detailed in your individual contract, to ensure that any faults are rectified within a certain time frame. Where we fail to meet the service level policy for a leased line, we will issue service credits for the time you were without service in accordance with our Leased Line Service Level Policy.

## **What happens if you move premises?**

If you change your address this contract will continue unless you exercise a right to end it in accordance with these Terms. If your new premises are in an area that's covered by our Services, then the Services will be moved to your new premises, but connection fees we reasonably incur may need to be paid.

If we are unable to provide Services to your new premises, then our standard cancellation terms of either one (1) months' notice (after the minimum term of Service) will apply.

## **What are your obligations?**

You agree that you will at all times:

Comply fully with these Terms and any reasonable instructions we give you; Comply with the terms set out in our Fair and acceptable usage policy and ensure that any others using our Services via your account also comply;

You are responsible for the security and proper use of your username and password and you must keep your security information (such as passwords and PINs) safe and tell us immediately and change your security information if you become aware of any improper disclosure or unauthorised use of the Services through your account. If we believe that there has been, or is likely to be, a breach of security of your username or password or of the username or password of any of your additional users, we may suspend such usernames and passwords and require that any or all of them are changed;

Provide accurate information to us (especially during the ordering process) and ensure that this information is always kept up to date and accurate;

Ensure that any site that we work on is a safe working environment;

Ensure that your equipment and software complies with all applicable laws and standards and that you have any necessary licenses before you use it to connect to our network and ensure that your equipment and software is compatible with our Equipment; Agree that only you control the content you upload or download using the our services and that we have no responsibility for any such content;

Indemnify us against all losses, liabilities, costs (including legal costs) and expenses which we may incur as a result of any third party claims against us arising from, or in connection with your use or misuse of the Services or breach of these Terms; All amounts due to us shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part;

From time to time, we may (without notice to you) review, record or check your use of our Services where we are required to do so to ensure compliance with any laws or regulations or where ordered to do so by any court or other body or authority with the power to require such monitoring and to ensure compliance with these Terms and the Fair and acceptable usage policy.

## **What are the limitations of V4 Telecom's responsibility?**

Nothing in these Terms shall restrict or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

If we are providing Services in your property, we will repair any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that are found while providing the Services.

If you are a consumer we only supply the Services and Equipment to you for domestic and private use. If you use them for any commercial, business or re-sale purpose our liability to you will be limited as set out in this section.

Except as expressly set out in these Terms, we are not liable to pay damages for any losses caused by use of the Services or delays or interruptions. We are not liable to pay damages if anyone other than an authorised paying customer gains access to that customer's connection to our Services, that customer's computer and other related equipment or gains access to, destroys or distorts any data or information held by us.

We are not responsible for any goods or services supplied in a separate agreement with another supplier, even if access to these goods or services is through our network.

Any offer, financial or otherwise in nature is no longer valid & V4 Telecom, its officers & Directors aren't liable to honour it if signed paperwork isn't received, accepted by our finance partner & approved internally by V4 as an Account within 14 days from when the offer was originally made. Such an offer must be in writing to a Customer.

V4 Telecom, its Officers, & Directors aren't to be held liable for any financial or any other offer or claim or a statement alluding to such made by an inactive or active employee of V4 if it hasn't been accompanied by prior consent in writing by a Company Director within V4 Telecom.

If you are a business, except as set out in this section and the section called 'What are your obligations?' and except for the requirements for you to pay all Fees owing to us under these Terms, neither party's aggregate liability to the other party with respect to these Terms for any claims arising in any calendar year (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall exceed three thousand (3,000) pounds.

If you are a business, neither party will be liable to the other for any economic loss including, without limitation, any loss of profits, anticipated savings, business, contracts, revenue, time or goodwill or loss of data whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise or the cost of procuring substitute goods or services provided that doesn't include:

Claims for any damage to your tangible property, caused by the negligence or otherwise by any act or omission of us, our employees, agents or subcontractors, whilst on your premises. You shall at all times be under a duty to mitigate any losses suffered by you.

This section will continue to apply even after the Terms have ended and each provision of this section is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause is held inapplicable or unreasonable.

If you are a business, there are no representations, warranties, terms or undertakings, except as expressly set out in these Terms and any others are expressly excluded, whether express or implied, statutory or otherwise.

Any special conditions, have to be agreed in writing & signed by a Company Director only. Any special conditions, which have been specially designed or modified from the standard V4 agreement & V4's terms of Business in order for an agreement to be reached between V4 telecom and a customer, will stand annulled effective immediately if the customer is to breach V4 telecoms terms of business during any part of the supply of services & terms of business.

## **How will we contact each other?**

You may contact us by sending an email, by calling our telephone numbers as set out on our Website and any important communications (including any notices or other communications required under these Terms) should additionally be sent by post to: V4 Telecom, Cash's Business Centre, 228 Widdrington Road, Coventry CV1 4PB.

We will contact you at the email address that you provide or an alternative email address you provide to us for this purpose.

Please be advised that named email communication is not considered a binding agreement, and any information shared with individual mailboxes only, does not hold V4 Telecom legally liable to take specific actions. To ensure the most efficient and timely response to your inquiries or requests, we kindly request that you direct them to our dedicated support mailbox, [support@v4telecom.co.uk](mailto:support@v4telecom.co.uk). Our support team is committed to providing you with the best assistance and guidance.

## **Will any of this change?**

Over time, this is possible. We may change these Terms from time to time by notifying you of the revised Terms by email. If any change we make is detrimental to you, you can terminate the affected Service(s) by providing 1 months' notice unless such change is required by law or regulation. You will be deemed to have accepted the change if you continue to use the Services.

## What if I have a complaint?

We are committed to providing excellent customer service and endeavour to deal with any complaint fairly and within a reasonable period of time. However should you remain dissatisfied with any aspect of our service, you should follow our Complaints Policy by sending a formal written letter to the address: V4 Telecom, Cash's Business Centre, Unit 2, Ground Floor, 228 Widdrington Road, Coventry CV1 4PB or by emailing [support@v4telecom.co.uk](mailto:support@v4telecom.co.uk) and we will try to resolve your complaint as soon as possible.

If a complaint cannot be resolved within 8 weeks of you raising it with us, then you may consider alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Alternative dispute resolution services for our customers are provided by Ombudsman Services: Communications whose website is [ombudsman-services.org/communications.html](http://ombudsman-services.org/communications.html) who will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. Alternatively, you can refer your dispute to the European Commission online dispute resolution platform.

## What happens if there is fraud on my account?

You are responsible for all call charges and other charges resulting from fraudulent and/or unauthorised use of the Equipment and the Services by you and third parties. It is therefore imperative that you keep your personal details, your computers, your network and access to your premises secure. V4 Telecom reserves the full rights to pass on costs of any "fraud calls" to the Customer Account if in case detected by our Billing Platform & This must be paid within 14 days. V4 Telecom can offer you a fraud protection cover at an additional cost per month should you enquire with [billing@v4telecom.co.uk](mailto:billing@v4telecom.co.uk) This can be activated on your account.

## What do I need to keep confidential and what about my personal data?

Both parties agree to keep in confidence any information of the other, whether written or verbal, of a confidential nature obtained in association with these Terms except to the extent that any disclosure is required by law, for us to provide the Services or that such information has already entered the public domain..

You agree that our network providers and us may use your personal data to provide the Services and in accordance with our **Privacy Policy**.

## Is there anything else I need to know?

All intellectual property rights in the Services are owned or licensed by us or its network providers and you agree that you have no right, title or interest in such intellectual property rights.

**Terms of Assignment :** We may assign these Terms, or these Terms only in respect of particular Services which we provide to you, to a third party, provided we give prior formal notice via a Letter you receive from us, of a change in assignment of these terms, to a third party appointed by us.

Any failure or delay by either party in exercising or enforcing any rights or benefits granted by these Terms won't be deemed to be a waiver of any such right or benefit nor will it prevent us from exercising or enforcing any such right or benefit or any other right or benefit on any other occasion.

If a court arbitrator or any government agency stipulates that any part of these Terms is unenforceable, the remaining Terms will still be valid and enforceable.

These Terms do not create any other rights for, or enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 except that our mobile network providers will have the right to enforce any rights in relation to the Mobile Service conferred under these Terms directly against you.

Nothing in these Terms shall be construed as creating a partnership or joint venture.

The Terms set out the entire agreement between you and us relating to the provision of the Services to you including all intended rights and obligations and supersede any and all previous agreements and understandings between you and us with respect to such provision.

The Terms shall be governed and construed in accordance with English law and both parties submit to the exclusive jurisdiction of the English courts.

## **Cooling off Period**

V4 Telecom offers a standard 14 day cooling off period on all 'Business' & 'Residential' orders. This 14 day period resumes from the date of entering into the contract by the end customer. This cooling off period clause offers any new order sent to V4 Telecom a 14 day period to cancel the contract completely within the first 14 days of signing up. The length and start date of a cooling off period will apply only to orders with a new customer.

### **Exceptions to this clause**

No cooling off period would apply to any Orders signed in person, or Orders signed via incoming online solicited enquiries or when signed outside of applicable distance selling or service renewals & has been duly completed via signed V4 branded documentation either via electronic email signing or via signed documentation received in the post. The contract start date on such signed orders will commence from the given date on the signed order & any cancellation post the contract start date will result in full & complete early termination fees billed for the applicable contract term which is the total of monthly fees times applicable remaining contract term calculated in months as computed on the date of cancellation plus any customer hardware kit costs & other ordering costs including but not limited to wholesaler cancellation or early order withdrawal fees in total, being applied on top of such early termination fees & payable to V4 within 7 days

## **Your Rights**

As a V4 Telecom customer, you have the right to cancel your contract before the Minimum Term of 24 months kicks in or whichever term applicable as at the point of sign up. So whether your circumstances have changed or you've spotted a better deal from a different provider, the cooling off period is your chance to change your mind without paying any early termination fees to V4 Telecom. Early termination Fees with V4 Telecom is usually £299 per live service enlisted on your account payable immediately upon invoice issuance date.

## **How to make use of your cooling off period when signing up to a new contract**

Check below of the cooling off period applies to your order. V4 Telecom will allow you to cancel during cool off period by calling the V4 Support Member at 0330 118 8870 during Mondays to Fridays 8.30 am to 5.30 am or by dropping a quick email to [support@v4telecom.co.uk](mailto:support@v4telecom.co.uk). Please mention 'I want to use the 14 day cooling off period to cancel the order' along with your date of sign up and full company name / full customer name as applicable in the subject line while sending email to [support@v4telecom.co.uk](mailto:support@v4telecom.co.uk). Alternatively, please use the

buttons to your right called **PLEASE FEEDBACK OR GO TO CONTACT US PAGE** available on our website [v4telecom.co.uk](http://v4telecom.co.uk) to use your cooling off period to cancel your order with us within the stipulated 14 day period.

Please note that if V4 Telecom had to pay an initial amount to get your service connected as a part of your order sign up, for example if we paid for your new phone line to be installed, or provided expensive equipment, or we you have instructed us to begin the Services before the end of the cooling off period, you may have to pay a fee to cover any reasonable costs. This is not the same as an early termination fee. You will be charged and expected to pay within 7 days for the service you were able to use before cancellation request is accepted. You will also need to pay within 7 days any costs as a part of your order sign up spent on installation, connection or activation fees involved, even if they were advertised as free as a condition of taking out the full service from V4 Telecom.

Fibre customers on V4 Telecom may cancel at any time before the service start date (CRD) but will be liable to pay for costs relating to installation of any equipment for fibre services before cancellation request is accepted on our system.

## Usage caps

If your Broadband Service has a cap on the amount of data that you can download or upload each month ('Usage Cap'), your usage must not go over that Usage Cap each month. For the current Usage Caps on each Product, please contact us on 0800 038 6333. Excess usage on the standard broadband connections is 1 / GB. If we charge you for excess usage, we will let you know by email and by post and we will explain the consequences of you going over your Usage Cap, for example, the increased subscription or other charges you incur.

"V4 Telecom have a fair usage policy of 500GB of data usage on any unlimited broadband product offered to its customers. We reserve the right to charge for any excessive usage over this amount".

## Broadband speed

Standard broadband speeds are 24 Mbit down and 1.3Mbit up on SME Bundles and SME Broadband Only and can vary depending upon the location of your local exchange and other factors. Speeds on the BT 21CN type service are also the same being 24 Mbit down and 1.3Mbit up and can vary depending upon the location of your local exchange and other factors. Speeds on the BT IP stream service type are generally around 8Mbit down and 448Kbit up and can vary depending upon a host of factors. Standard Fibre speeds are 40 to 80 Mbit down and 10 to 20 Mbit up depending upon the monthly tariff option chosen and a host of other related factors.

## Customer Acceptance of Terms of Business from V4 Telecom

### The Small Print

#### [Pricing Options](#)

Call rates always billed in pence per minute. The published pricing options are subject to availability at all times. Prices are valid from 01 / 06 / 2014. Any mention of UK Call Rates refers to only calls made to 01, 02, 03 Numbers.

All Call packages & standard call rates across all voice products are billed in 30 seconds increments across the Board for all V4 Accounts.

All published pricing options are exclusive of VAT at all times. Minimum calls set up fee of 50p applies, which would otherwise be less than the minimum charge specified in certain cases. Operator Assist Calls like 100, 155, 195 will be charged depending upon incidence and duration of calls and tend to be usually expensive call types. Calls from Northern Ireland to fixed telephones in the Republic of Ireland will be charged at the appropriate Inland rate. Calls from Northern Ireland to mobile telephones registered in the Republic of Ireland will be charged at the same rate as calls from the rest of the United Kingdom to mobile telephones registered in the Republic of Ireland. Calls to the Channel Islands are charged at National Rate.

V4 Telecom continues to use the information available in the public domain from various providers to tally them with our standard tariff options to create the best pricing each time for the end customer. We carry out this online comparison exercise once per calendar month.

All pricing options with any new orders can be ordered and submitted to our inbound sales team online or even via our website. V4 Telecom Members can offer free call backs to any new orders at all times. V4 Telecom makes these 2 options available to the end customer if somehow the same phone number can't be retained while moving premises where the customer can choose from 1) CALLER REDIRECT is a recorded voice message advising all incoming calls of your NEW phone numbers. This costs '9.99 a month. 2) You can choose to have REMOTE CALL FORWARDING to your new number. This will cost you an additional £30 per month plus the cost of all Diverted calls. New Line Installations are billed at an upfront payment of £65 once off fee. The new line install fee of £65 applies to all conversions from a BT Open Reach Line to an LLU Line. LLU to BT Open Reach Line Conversions have an upfront install fee of £99. Direct Debit completion is compulsory at point of sale for all Channels. Non Direct Debit Accounts attract a monthly invoice administration fee of £15.99 a month. Non Email Billing Accounts attract a monthly invoice administration fee of £4.99 a month. The Direct debit Dishonor fee is £20.99 and Cheque Dishonor fee is £20.99. All charges mentioned in this section are standard charges that apply unless otherwise stated as per any promotional offers that may or may not be offered to you as the end user.

#### [Hardware, Delivery, Appointments and Bills](#)

1. Please note any hardware items in the order are Non-Cancellable, Non-Refundable, & Non-Returnable once dispatched. There could be items that may not be in stock.
2. All indicated delivery dates noted on any agreements are estimated only, subject to stock availability and subject to change without prior notice upon factors outside of our control.
3. Any missed deliveries incur a missed delivery fee of £15.99 plus admin costs, & can impact order completion dates.
4. Field Engineer Appointments, once booked can-not be cancelled 72 hours before booked in date, or REQUIRE a full cancellation fee paid upfront as per day rates on our rate cards as applicable at the time to cover for our costs.
5. Any customer payments on orders or monthly bills, & or on quarterly payments above £250.00 in total, are only accepted in the form of BACS, CHAPS or bank transfer payments.
6. Any quarterly payments if made, on orders where on-boarding processes have progressed to on-boarding stages usually within 1-2 working days from when order has been signed, are non-refundable & non-returnable to cover for our costs.

## [Late Payment](#)

V4 Telecom telephone accounts fall due generally around the 20th of each calendar month. Our system processes all Direct Debits available on file authorisation mandate from our end user base.

Any failed Direct Debit accounts due to reasons like incorrect details or change of details not informed prior & updated on our systems, or lack of sufficient funds to the tune of the reflected amount on the V4 Telecom invoice are given overdue payment reminders post due date before suspension of services occurs.

If a Direct Debit is dishonoured or cancelled we shall suspend your service until payment is made & Direct debit is reinstated. Non DD Fee of £15 will be charged for all cancelled Direct debit accounts and accounts where no mode of payment is set. We may charge interest on all overdue amounts from time to time on a daily basis at a rate of 8% above the base rate of the Bank of England, to run from the due date of payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement in respect of the overdue amount.

£15.99 Late Fee Applies to all Unpaid Accounts including Failed Direct Debit Accounts.

Unpaid Accounts are suspended from active services on our auto system on or before 33 days from the Bill Issue Date as reflected on your V4 Telecom Invoice.

V4 Telecom members regularly get in touch with outstanding accounts via reminder notices and follow up calls to ensure the accounts are up to date before suspension occurs.

Suspension of services under our credit control terms are only removed post full payment of the outstanding account has been received on our system and a reconnection fee of £20.99 per suspended account has been agreed to be paid onto the next V4 Telecom invoice. Accounts, which remain unpaid even post 15 days from Bill Issue date, may have their services fully disconnected and the outstanding account handed over to a debt collection bureau.

## [Changing your plan](#)

V4 Telecom Fair & Acceptable Usage Policy applies across all the products & services available from V4 Telecom. Plan Options can't be changed in the 1st 6 months from Live Date.

Post 6 Months from live date, pricing options can be changed to upgrade or downgrade at no extra admin fees. However, any modifications on broadband connections attract a once off fee of £30 (unless otherwise stated) payable on your next invoice.

SME Fixed Voice Comparisons have been done with a standard telephone line. It doesn't include any reference to fibre optic lines. Broadband Connection speeds continue to remain dependent on the quality of your telephone line, ability of the local change to support the expected speeds and the distance between your business premises and the local exchange.

We have the right to restrict broadband connection speeds that exceed 50GB per month unless advised otherwise in the terms of the order as a part of the V4 Telecom Fair & Acceptable Usage Policy.

## [Retail Price Index \(RPI\) & Pricing Update](#)

Your broadband, mobile and landline monthly plan fees might go up in some cases in line with any change in the rate of RPI (Retail Price Index). Lot of our extra charges at account level, like out- of-cap calling rates and

your optional bolt-ons will go up in line with RPI too. The price of our pay monthly plan fees increases in line with RPI so we can keep pace with inflation. This reflects the increase in the costs to run and invest in our wholesale support networks and service we provide you and allows us to invest in after care improvements and make sure we give you the best possible service at all times.

### [Router options](#)

Technicolor TG 582N Pro Wireless Routers are available with broadband or fibre connections free of charge when ordered at the point of sale. A separate fee of £15.99 is payable upfront at the point of sale, which includes cost of router configuration, packaging and tracking delivery based on RM 48 Hour Express Delivery.

Technicolor TG 582N Pro Wireless Routers are available at a one off price of £50.99 where not ordered at the point of sale or where ordered without a broadband or fibre connection.

These Technicolor routers have a warranty period of 12 months and conditions may apply on warranty availability. Credit for returned routers (if proven to be faulty and under warranty) equals to £27 once received to our offices and will be applied to the following month's V4 Telecom invoice. This excludes any routers you receive free of charge from V4 Telecom.

Credit for a wireless router no fault found and returned to our stock is £10 onto the following month's invoice. Credit for an unopened wireless router and 'returned to sender' if correct end customer address supplied on our system is £27 and if incorrect end customer address supplied on our system, credit reduced to £17. All such router credits on wireless routers are processed onto the following month's invoice.

### [Broadband speed and options](#)

Broadband Pricing Options may vary, depending upon the location of your local exchange.

Point of No Return (PONR) on broadband orders are 16.00 hours on the date before the day of delivery and connection going live which is usually 14 days from the date of submission of the order on our system.

Early Cancellation up to PONR is £36 on your next invoice.

Late cancellation after PONR has an early cancellation fee of £99 on your next invoice.

Any modifications requested before the date of delivery on a broadband order has a modification fee of £30 on your next V4 Telecom invoice. Any broadband bundles with a standard line requested which is not renewed beyond the minimum contract term of 24 months has a cease fee of £11 on the very next invoice.

Any cancellations during the Minimum Term on any of our Services has an early termination fee of the minimum monthly fee times the remaining months payable within 7 days from the date of requested cancellation to V4 Telecom.

### [Connection Fees](#)

There can be a migration fee of £30 on broadband connections when moving from another provider to V4 Telecom or a new activation fee of £65 for a new telephone line when setting up a new broadband connection on it. There is a cease of service fee during the Minimum Term of 24 months or after the end of the term of £11 if request for cease of services is registered on our systems.

Expediting Business Fibre connection installations or expediting repair requests on existing fibre connections from V4 Telecom have an additional fee of £250 payable upfront at the point of submission of order. Special Faults Investigations requested on broadband connections can range between £60 and £200 depending upon the nature of the special fault.

Business Fibre Connections from V4 Telecom on the BT Fibre backbone have an upfront set up fee of £99 payable at the point of submission of the order for migration of existing fibre connections based on the BT fibre backbone or setting up a new fibre connection. There is a 14-day cooling off period followed on all verbal orders.

### [How to cancel](#)

You have the right to cancel via email, phone or in writing to us. Please visit the CONTACT page for our contact details or simply drop in an email with 'CANCEL MY ORDER' with your contact details to [support@v4telecom.co.uk](mailto:support@v4telecom.co.uk) Cancellation or Early Termination Fees before the Minimum Term is over on any V4 Service is the minimum Fee per month times the remains months left in the Minimum Term. All cancellation fees are payable within 7 days from date of cancellation to V4 Telecom to facilitate transfer to any other provider at the customer end.

Please note that on our V4 Telecom standard pricing listing (available upon request), there is a minimum call cost set up fee of 50p unless advised otherwise on the chosen tariff option selected at point of sale on your order.

All of the pricing information and tariff options on the V4 Telecom website is purely for view purposes only and exclude any contractual proposition or warranty terms imposed on any of our products or solutions made available to the end customer.

### [Finance Agreements – End of Term Clause](#)

Please be advised that all finance agreements for lease of any business hardware has a fixed term as agreed with V4 finance partner. All finance agreements arranged by V4 for lease of equipment always has all business hardware sourced, supplied & maintained by V4. The title of goods for any such business hardware is held by V4 Telecom. It is hereby agreed that your monthly repayments to the finance company has no bearing on the supply of the Recurring services or network services billed monthly by V4, & are hence treated as two separate items. Upon end of the fixed term on any finance agreement arranged via V4 Telecom, any such business hardware will continue to be billed by V4 at the agreed monthly rental pricing minus 10% as a standard billing structure set across all V4 Clients unless agreed otherwise in writing. The customer has the option to opt for an outright purchase at an agreed price for the business hardware at the end of the original finance fixed term agreement or upgrade to a different business hardware solution at the newly agreed cost per month.

### [Change of Ownership](#)

1.V4 Supply of Agreements remain contractually in force even though a change of tenancy, business ownership, or Directorship changes, or account holder changes may occur at your end. You must advise this to us via email to [billing@v4telecom.co.uk](mailto:billing@v4telecom.co.uk) of any such changes in your circumstances, or vide a Letter posted to V4 Telecom, Cash's Business Centre, 228, Widdrington Road, Coventry, CV1 4PB with your V4 Account Number as the reference.

2.V4 Supply of Agreements upon a change of tenancy, business ownership, or Directorship changes on V4 existing accounts, can not be processed until a change of account holding form is signed & received by V4 Telecom, either via email to [billing@v4telecom.co.uk](mailto:billing@v4telecom.co.uk) or vide a Letter posted to V4 Telecom, Cash's Business Centre, 228, Widdrington Road, Coventry, CV1 4PB with your V4 Account Number as the reference.

## [Waiver and release of liability](#)

**CUSTOMER** with unrestricted access to international voice destinations or extensions via cloud solutions, agrees, represents and warrants to **V4 TELECOM** that:

1. **CUSTOMER** has voluntarily requested **V4 TELECOM** to permit V4 unrestricted access to international voice destinations or creating international extensions via SIP Trunks.
2. **CUSTOMER** understands that there are inherent risks, hazards and dangers associated with choosing unrestricted access to international voice destinations or creating extensions via SIP trunk, and that the **CUSTOMER** will be exposing itself to a greater security risk potentially resulting in, amongst other things, fraudulent calls and incidents of hacking, which may result in loss or damage.
3. The **CUSTOMER** freely and voluntarily assumes all risk and accepts full responsibility for any loss or damage it may suffer as a result of choosing unrestricted access to international voice destinations via SIP trunks or international extensions or licenses.
4. The **CUSTOMER** is liable to **V4 TELECOM** for all and any costs, howsoever they may arise, from calls from the **CUSTOMER's** unrestricted access to international voice destinations via SIP trunks or via any extensions created by **V4 TELECOM**.
5. The **CUSTOMER** acknowledges that incidents of fraud or hacking are not reasonable grounds for disputing the validity of call charges owing to **V4 TELECOM**, and any dispute raised on these grounds will be rejected by **V4 TELECOM** as invalid.
6. The **CUSTOMER** acknowledges that it is liable to **V4 TELECOM** for the undiscounted payment of invoiced charges for international calls or any other usage incurred on the due date for the payment of the invoice. Failure to pay on the due date for payment may trigger security arrangements between the **CUSTOMER** and **V4 TELECOM**, and/or debt collection costs & late payment costs & interest charges.
7. To the fullest extent permitted by law, the **CUSTOMER** indemnifies and will keep indemnified **V4 TELECOM** and each of their directors, officers, and employees, against all costs, losses or damages however caused, arising from or in relation to the **CUSTOMER** choosing unrestricted access to international voice destinations via SIP trunk or any requests outside of permitted V4 cloud solutions. All jurisdictions are limited to the courts of England.
8. This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

## [General](#)

If you are a business. any liability for unintended errors, omissions or any arising resulting loss is expressly disclaimed. All prices exclude VAT, special deals, promotions or deal exchanges at all times across all V4 Telecom products & Services. All V4 Telecom UK new orders must have the use of Direct Debit and Email Billing at the point of order submission. Paper Billing is made available at an additional administration fee of £2.99 per month. V4 Telecom members can't be held liable for any incorrect billing arising out of incorrect order or service or

contact or email details being supplied and any V4 Telecom liabilities in this area is expressly disclaimed & withheld herewith.

The mobile/local telephone number(s) referred to in this form to be ported to V4 Telecom.

The information provided in this form to be used for porting, the routing of calls or in association with the delivery of telecommunications services,

for customer and network fault management and complaint handling. and for the information provided to be used by the emergency services, and law enforcement agencies for their lawful operations

I acknowledge that

I have authority to request the porting of the number(s) referred to in this form

I have been advised of, and accept, the following:

1. I am porting the number(s) referred to in this form from my current carrier/service provider to V4 Telecom. By porting the number(s) referred to in this form, the service(s) currently associated with the number(s) will be disconnected by my current carrier/service provider and may result in finalisation of the account for the service(s).

2. I may continue to have outstanding obligations to my current carrier/ service provider and it is my responsibility to check the terms and conditions of the contract with my current carrier/service provider in relation to the number(s) I wish to be ported.

3. Although I have the right to port my number(s), there may be costs and obligations associated with the port, which may include early termination fees and porting fees.

4. After porting my number(s) to V4 Telecom, some services currently associated with my number(s) today may not be supported by V4 Telecom Please note that Any changes to your request to port your number(s) may impact your 'ready for service' date After the port activation process has begun (the cutover to V4Telecom) it must be completed A subsequent porting request will be required to change part or all of your current request ABI Business Services Limited Trading as V4 Telecom in United Kingdom

LOCAL LINE RENTAL OR LINE WITH CPS (CALL TRAFFIC) TERMS OF BUSINESS FOR THE V4 TELECOM END USER

These Terms and Conditions apply, where applicable, in conjunction with the V4 Telecom Broadband Terms and Conditions, Broadband Bundle Terms and Conditions, all pricing options on our website and advertising material and also our Fair & Acceptable Usage Policy, as detailed on [www.v4telecom.co.uk](http://www.v4telecom.co.uk) and set out the legal relationship and the agreement between you and V4 Telecom Limited of 1st Floor, West Midlands CV1 4PB.

## 1. Definitions

'Access Provider' shall mean the company that provides the physical telephone line(s) to Customer and associated telephone number(s). 'Affiliate' shall mean a holding company, group company, or subsidiary direct or indirect, or a company which is under the common control with the company concerned.

'Agreement' shall mean these outlined terms and conditions, V4 Telecom tariff options for the Line Rental or Line Rental with CPS and the Customer New Order Sign Up Form which together constitute a legally binding agreement between V4 Telecom and the end user. 'Customer' means the end user of the Services.

'Billing Start Date' means when the Customer commences to use the Service as determined by our system.

'Ancillary Services' means any form of Value Added Services on the set of services in use at the end user premises including but not limited to call management services such as call waiting, call forwarding or similar services applied to the telephone line and including CPE, rental products for example telephone fixtures and accessories.

'Carrier Pre-Selection' or 'CPS' shall mean the service whereby the Customer is able to pre-select a service provider other than the Access Provider for his or her telephone calls according to the all calls option.

'Charge' means the monthly charge payable by the Customer to V4 Telecom to obtain the Services.

'Contract' means a binding agreement between you and V4 Telecom for the provision of any Service for which you agree to enter into a Contract 'CPE' means customer premises equipment.

'Equipment' means a telephone or other service provider equipment, including any modem or filter, that is located on the Customer's premises.

'Fair & Acceptable Usage Policy' shall mean the usage policy as displayed on V4 Telecom web site at [www.v4telecom.co.uk](http://www.v4telecom.co.uk). (or available on request to the V4 Telecom Customer Retention Team). This policy may be amended by V4 Telecom from time to time.

'Line Maintenance' means the maintenance of the line in relation to faults or additional fixtures and accessories.

'Minimum Period Agreement or Contract' means a period of 24 commencing from the Start Date, depending on the Contract agreed on which service selected. 'Network' shall mean the telecommunications system owned and operated by any third party telephone network provider that V4 Telecom may contract with. 'Order' means the Customer's order for the Services.

'V4 Telecom', 'we', or 'us' shall mean the provider of the Service, which is V4 Telecom, whose registered address is 228 Widdrington Rd, Coventry CV1 4PB.

'Service' shall mean the Service, the Ancillary Services, CPS, Single Bill Service, Broadband or any other Service that V4 Telecom may offer from time to time.

'Single Bill Service' means the service package whereby the Customer can opt for 'all Calls' CPS in tandem with single bill including all call types, line rental and Ancillary Services in accordance with the regulations governing such service set out by Ofcom and any other amending or additional regulations or legislation or Codes of Practice applicable to Single Bill Service.

'Start Date' means the date when the Broadband Service is first made available to you or when you first start to use the service, whichever is earlier. 'Customer Authorisation' means the agreement made between the customer

and V4 Telecom for provision of the Service. This agreement can be printed, electronic, verbal, or other methods as approved by regulation.

'Rate Sheet' means the printed document which includes information concerning the charges for the Service This Rate Sheet may not be a full itemisation of all charges applicable to the Services provided by V4 Telecom and also may change from time to time.

## **2. Service**

2.1. The Customer will submit enquiries to V4 and V4 shall provide the Customer with quotations in respect of such enquiries. The Customer may proceed with a quotation by submitting an Order. The Order shall only be deemed to be accepted when the V4 Telecom issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.2. For technical, operational and commercial reasons we shall be entitled to vary the Service and any aspect thereof at any time.

2.3 V4 Telecom shall endeavour to provide the Service on the telephone line(s) & other services as specified in the Customer Authorisation within 40 days or as indicated on the 'Billing Start Date' \*This Customer Authorisation is valid for up to 120 days from this date. By executing this Customer Authorisation the signatory warrants that they are authorised to sign this Customer Authorisation on the Customer's behalf.

2.4. The Service will be provided & billable to the end user by V4 Telecom once the line has been transferred from the Access Provider on terms acceptable to V4 Telecom.

2.5. All faults or requests will be reported to V4 Telecom by the Customer but may require a site visit by the Access Provider depending upon the nature of the fault. The relevant charges, if any, for Line Maintenance carried out on the line(s) will be billed to the Customer by V4 Telecom.

2.6. Calls to all carrier selection codes will be barred by the Access Provider on Single Billing Service line(s).

2.7. V4 Telecom customer support number is published and/or such other number as may be advised from time to time and under EU Legislation applicable, will be a standard advertised Telephone number as well.

2.8. The V4 Telecom Code of Practice which outlines our complaints and dispute resolution procedure is available on [www.v4telecom.co.uk](http://www.v4telecom.co.uk) or upon written request.

2.9. The Customer may only obtain the Services if it is an existing CPS only customer of V4 Telecom or new telephone Customer of V4 Telecom selecting both this service and CPS.

3. Any Service will be charged in accordance with the rates and methods provided to the customer. These charges may be provided in a Rate Sheet, our web site, by contacting V4 Telecom | Customer Support, by any other methods if available, or within these Terms and Conditions.

#### **4. Use of the Service General**

4.1 The Customer undertakes not to use the Service, the Single Bill Services or the Equipment (collectively the Service):

4.1.1 for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Service, nor allow others to use the Service for any of the foregoing purposes; or

4.1.2 for the transmission of any material which is, may be or

### **On Premise – Hardware – Maintenance & Security Compliance**

As a technology and managed IT service and supply company, our customers are provided with state-of-the-art equipment, as we continue to deploy advanced telecommunication equipment and services on their sites, this includes but is not limited to.

- 1 – Yealink IP Phones
- 2 – Grandstream IP Phones
- 2 – TP Link Routers
- 3 – Hikvision Security System.

As part of our ongoing efforts to comply with equipment & security maintenance, V4 Telecom levies a maintenance fee between £11.99 - £32.99 Excluding VAT on our contracts, dependent on the associated equipment and security systems provided by V4 for the account. This is provided free of cost for the first three months of the contract or unless specified otherwise and becomes chargeable thereafter. This notification serves the purpose to notify you in advance, that if your account is eligible to receive any one of the V4's cover and maintenance benefit, then the accorded maintenance fees as relevant to your account, would be levied from the 1st of August 2022.

**As a V4 Telecom customer, it is not necessary that you see this maintenance cover by default, as this is dependent on the services associated with the account and eligibility of the contract signed, so if you do not see this maintenance cover on your account, please call our account management desk to discuss alternative options so you could avail such benefits.**

**Due to the large number of enquiries we have received wanting to avail this maintenance plan, we have decided to offer the first month FOC to select customers as part of our "customer first" initiatives.**

A detailed copy of our maintenance benefits can be downloaded from our website via, <https://www.v4telecom.co.uk/terms-of-business> , or can be requested via e-mail to [am@v4telecom.co.uk](mailto:am@v4telecom.co.uk) and your account manager would be more than happy to walk you through the same. A snippet of the cover and its benefits is embedded below.

Maintenance Lite - £11.99+VAT	Maintenance - Premium £22.99+VAT	Maintenance - Express £32.99+VAT
<p>Hardware replacement over the term covered at 50% discount should it qualify the criterion per our Terms of Business at <a href="https://www.v4telecom.co.uk/terms-of-business">https://www.v4telecom.co.uk/terms-of-business</a></p>	<p>*Hardware replacement over the term covered, should it qualify the criterion per our Terms of Business <a href="https://www.v4telecom.co.uk/terms-of-business">https://www.v4telecom.co.uk/terms-of-business</a></p>	<p>*One Annual Inspection visit by a Certified V4 Technology &amp; Telecoms Engineer-FOC</p> <p>Additional Visits charged at only £150 for ½ day, and £200 for full day's work.</p>
<p>Remote diagnostics- Monday to Friday 9 to 5 PM</p>	<p>Remote diagnostics- Monday to Friday 9 to 5 PM</p>	<p>Hardware replacement over the term covered FOC should it qualify the criterion per our Terms of Business <a href="https://www.v4telecom.co.uk/terms-of-business">https://www.v4telecom.co.uk/terms-of-business</a></p> <p><b>Note - Fair Policy cap of 2 replacements allowed annually.</b></p>
<p>All equipment upgrades at a flat 10% discount</p>	<p>All equipment upgrades at a flat 20% discount</p>	<p>All equipment upgrades at a flat 25% discount</p>
<p>Engineer visit- charged at £600 + VAT for customers without Maintenance Plan- Under this plan this would be charged at only £290 + VAT</p>	<p>Engineer visit- charged at £600 + VAT for customers without Maintenance Plan Under this plan, this would be charged at only £199+ VAT</p>	<p>*2 Remote Health checks by a Certified V4 Expert-thorough health checks on existing phone systems (1 every six months)</p>
<p>&amp;nbsp;</p>	<p>Remote diagnostics with Priority Support Monday to Friday 9 AM to 5 PM</p> <p>Saturday - 9 AM - 2 PM</p> <p><b>(Including Bank Holidays)</b></p>	<p>*2 detailed Invoice review calls from V4 Billing and Commercial expert- (1 every six months)</p>
		<p>Remote diagnostics with Priority Support Monday to Friday 9 AM to 5 PM</p> <p>Saturday - 9 AM - 2 PM</p> <p><b>(Including Bank Holidays)</b></p>

## **Early Termination Fees:**

All services provided are subject to a 'Minimum Term' as set out on the Order Form or on our Website when you order. If not specified, for Business Clients including sole traders, partnerships & Ltd Companies, "minimum term" is always 3 years & for Residential Households, it is 2 years. The 'Minimum Term' for each service starts from the date the respective Service under the said account is live on V4's systems. After the minimum term has expired, the services will roll on a monthly basis until either party cancels or renews the contract for Businesses with less than 5 employees, or households. For Business customers of V4 with more than 10 employees, the said "minimum term" automatically rolls over for another set of 3 years & as per current industry regulations, it doesn't need your prior consent.

If you wish to cancel your services during the 'Minimum Term' other than where you have a right to end it without incurring early termination charges (see section 'What are V4 Telecoms payment terms and charges?') we may charge you a standard cancellation charge, or early termination fee's, whichever is greater in value. Unless you tell us otherwise, we may charge this amount directly to any credit or debit card which you have provided us with details of and, by entering into this contract, you are authorising us to do so. We will give you reasonable notice in writing before these charges are applied.

Early Termination Fee on all V4 Products & Services are monthly fee times remaining months unless specified otherwise in writing on a V4 document, & are always payable immediately upon request.

After the Minimum Term for a Service has elapsed, you can terminate that Service at any time without paying any early termination Fees, providing you give us one (1) months' notice of termination. Any such cancellation Fees will not exceed the charges you would have paid for the remainder of the services less our costs."

## **V4 Assurance**

To continue an outstanding level of customer experience, we have introduced as of 01.07.2018 a new add on engineering help for V4 Clients across the board called "V4 Assurance". V4 Assurance provides an ultimate safeguard against the bill shock of unexpected engineer visit costs in case of outages, issues and fault investigations with your telephone line or internet services.

When you (the customer) reports a fault with your telephone line or internet services, V4 Telecom will report this to Openreach on your behalf. Where Openreach can't fix the fault remotely, they will send an engineer to the local exchange, and in most cases, to the customer site as well. Unfortunately, if the cause of this fault is located within the customer property or within the customer apparatus, a charge for the Openreach engineer visit (anywhere between £150 - £250 ex VAT) is applied to the next V4 monthly invoice, something we pass on to you since we get charged by Open reach as well.

If you (the customer), has opted in to be on the V4 Assurance monthly service at the minimal monthly fee of £1.99 ex VAT per month, V4 Telecom will absorb the cost of such Engineer charges incurred. This does however, exclude any other fees like missed appointments charges, time related labour charges or any extra material costs, which may have been provided by the onsite engineer. V4 Telecom will pass on the costs of engineer visits in case of missed appointments, or line faults, any materials used, any labour spent remotely or on site for the customer account unless agreed otherwise prior in writing.

Please be advised that irrespective of being on a V4 Assurance service on your monthly bill, you will still be required to complete all CPE (Customer Premise Equipment) checks as advised by a V4 Customer Experience Advisor, before an engineer is booked in and scheduled to go in for fault investigation."

## **IT Services**

### **Definition of terms used in this document**

"Service" or "services" refers to the technical assistance, and/or the process of providing technical assistance, that V4's Managed IT Support offers and any options therein, "Customer" is any individual or individuals who willingly form a commercial relationship with a representative of V4, Methods of contact include, but are not limited to, telephone, email, & internet chat Communication of a V4 representative with a "Customer" does not imply that any services have been rendered unless verbally agreed over a recorded phone call or signed in writing by both sides, "Customer" is any individual or individuals who willingly choose to utilize one or more services offered by V4, "Customer" also describes any individual or individuals utilizing one or more services offered by V4, but who has a "authorised representative acting as the Customer" contact V4 to represent them. "Utilization" or "utilize" is the action of a Customer willingly receiving one or more of the services offered by V4 in Managed IT Services & solutions,

"Technology" refers to any desktop computer, portable computer (laptop), tablet or srnartphone. Desktop computers typically have a monitor (screen), mouse and keyboard attached to them. Laptops are all inclusive and can also be referred to as a "computer", Tablets and smartphones are typically mobile devices with a touchscreen running a specific mobile operating system such as, but not limited to, iOSand Android, The term also refers to devices including but not limited to, networking equipment such as routers both wireless and nonwireless, consumer electronics such as televisions, Bluray players,and video streaming devices, "Computer peripherals"or "peripherals"are any device that attaches to a computer, Examplesinclude, but are not limited to, printers, scanners, speakers, microphones, cameras, and external storage devices (external hard drives, tape drives, USB drives,etc} "Software" is any program that can be placed, installed, and/or used on a computer, mobile phone or tablet device,

### **Acceptance of policy**

Upon utilization of one or more of the services offered by V4, the customer automatically accepts all the terms and policies detailed in this document The Customer bears the right to reject one or more of the terms and policies described in this document If a Customer rejects the terms and policies described in this document, V4 reserves the right to refuse our services to that Customer.

### **Modification of terms and policies**

V4 bears the right to modify any information in this document at any time upon 30 days' notice including but not limited to pricing, charging methods or assignment of rights to another company or individual. V4 is not obligated to provide prior warning, or post notification, to any individual or individuals of modifications to this document beyond 30 days,

### **Types of services available**

All options refer to V4 Managed IT Support & Solutions for a home or consumer service options, as well as V4 Managed IT Solutions & services for business service options,

"Data Backup"- a customer pays an upfront fee for cloud data backup services, followed by an ongoing monthly charge (recurring payment) for continued data backup services, which include support for all data backup service related issues or questions, This service is billed ongoing for 1 month at a time and will automatically recur unless a cancellation of services is initiated, V4 may utilize 3rd party software and services to provide the data backup capability, Support is typically handled exclusively by V4 representatives situated in Coventry, United Kingdom & Kolkata, India via our authorised contact centre operations,

"Software" - a customer pays a recurring fee for anti-virus and/or anti-spyware software, This service is available for a minimum 24 months contract term and will automatically be renewed upon 30 day's notice, unless a cancellation of services is initiated, V4 may utilize 3rd party software and services to provide the software, Support is handled exclusively by V4 representatives,

## **Fees/Payment**

The amount that the customer is going to be charged relies upon which service option or options they choose to utilize, When a customer agrees to utilize one or more V4 Managed IT Support & services, it is the customer's obligation to provide payment in advance prior to the service being initiated, The customer bears the right to refuse payment for the services, but V4 then bears the right to refuse service to that individual or individuals,

V4 maintains the highest level of security compliance internally as well as in external relationships via ongoing audits,

## **Technologies Supported**

V4 with its Managed IT Support solutions & services offering supports computers, computer related devices, mobile phones (such as smartphones), tablets, software, and most consumer electronics. Computer-related devices typically are referred to as "peripherals" as mentioned above. Also, support expands to "any technology that assists a computer or other technology device in performing one or more functions". This includes, but is not limited to, support for issues such as viruses and malware, routers and modems, and assistance with software packages such as Antivirus software. As new technology arises, it is left to the discretion of V4 if any other technologies will be added to the scope of support. V4 reserves the right to decline service for any issue, device, product or item for any reason at our discretion.

## **Responsibilities of V4**

It is the responsibility of V4 to provide customers with competent and timely solutions to their technology problem(s). V4 representatives strive to provide excellent service. If the technician cannot resolve the issue via a remote connection, the technician is required to instruct the customer as to what needs to be done next to resolve the issue verbally, & if requested in writing as well.

The customer should be aware that while V4 technicians are expected to perform exceptionally and timely, certain circumstances and the nature of issues can cause resolution times to vary. V4 does not guarantee resolution times and time of resolution is not a factor impacting any money back guarantee claims registered by our customer service teams.

V4 has partnered with third-party independent engineers to provide onsite support & support any technical call outs for our Customers, when a situation or ticket registered can't be resolved over the phone or remotely. V4 is not responsible for any services rendered by the third party. V4 removes itself from all liability associated with using this third party service. Onsite services are not included in any V4 Unlimited Managed IT Support plans or packages, and they are always separate billable services payable upfront by the end user.

V4 Managed IT Support & services are in no way a warranty. Replacement of items such as hardware, components and accessories are not covered under any of our Managed IT Support packages & depend upon manufacturer warranty terms & conditions.

V4 Managed IT Support & services is not responsible for obtaining, or paying for, any software, including, but not limited to, operating systems, software applications, and drivers.

### **Customer's Responsibility**

The customer is expected to provide the sales agent, support technician or any other V4 representative, with any information requested to the best of the customer's ability and knowledge. Withholding important information for the purpose of invoking the money back guarantee is prohibited.

The customer is expected to understand basic instructions that the technician provides to them over the phone. The customer is also responsible for seeing the support process through to its completion.

### **Indemnification**

Customer agrees to indemnify, defend, and hold harmless V4 and its employees from and against any claims, damages, liabilities, costs, fines, penalties and expenses (including solicitor costs and other professional fees and costs) arising out of or relating to (a) Customer use or misuse of any Software and/or Services; (b) Customer violation of the V4 Terms of Business; (c) Customer violation of any rights of a third party; or (d) any other negligent or intentional misconduct by Customer. V4 retains the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by Customer, in which event Customers is required to cooperate in asserting any available defences.

### **Custom Designed Software**

V4 may use custom designed software and scripts to assist in resolving an issue, reporting data system information, or automating a task. Such software may be manufactured by V4 or manufactured by a Third-party (see section titled 'Third-party Software'). To the best knowledge of V4, the software is fully licensed and breaks no laws when it is used on a customer's device. V4 is not responsible for the unlikely scenario of such software causing damage to your device's hardware or software. How the technician proceeds if this occurs is at the discretion of the support technician, supervisor, and/or manager. V4 may accept End User License Agreements on your behalf - for any V4 designed software.

### **Third-party Software**

Oftentimes, V4 will use "third-party software" to assist in resolving an issue. "Third-party software" is software that is not manufactured by V4. Examples of this software are virus and malware removal tools. To the best knowledge of V4, the software is fully licensed and breaks no laws when it is used on a customer's device.

V4 is not responsible for the unlikely scenario of third-party software causing damage to your device's hardware or software. How the technician proceeds if this occurs is at the discretion of the support technician, supervisor, and/or manager.

V4 may accept End User License Agreements on your behalf - for third party software and any V4 branded software.

## **Remote Assistance**

V4 uses proprietary remote assistance software to help resolve most customer issues. Remote assistance software allows the technician to remotely control a customer's device to expedite the steps needed to resolve the issue.

This software is fully licensed and breaks no laws when it is used on a customer's device. The software installs a small piece of software on the customer's device. While the software is typically harmless, V4 bears no responsibility for unforeseen negative effects that the software has on the customer's device.

A functioning internet connection is required on the device in which the technician intends to take remote control of. The lack of internet connectivity or a slow internet connection can make remote assistance impossible. In this scenario, the customer will need to follow the technician's instructions to restore the device's internet connection for the purpose of eventual remote control.

The customer bears the right to refuse a remote connection to their device. But the customer must then understand that without remote assistance, resolution of the issue will take longer and require more customer interaction & potentially the need for an on-site technician visit.

V4 also bears the right to refuse service, at its sole discretion, if a customer chooses to refuse a remote assistance connection.

## **Data Backup and Data Loss**

V4 will make their "best effort" to salvage and secure any important data on a customer's device or notify the customer of a situation where data may be lost. However, V4 is not responsible for notifying the customer of potential data loss, backing up data, the loss of any data or the failure/inability to retrieve previously backed up data, by V4's Backup solutions & Services or any other method. Unforeseen issues may occur and V4 is not responsible for these situations during the course of our troubleshooting and support process. It is the customer's responsibility to ensure that their data is properly backed up before engaging in any support or troubleshooting with V4.

Failure to maintain current payment for any data backup services provided by V4 will automatically forfeit access to existing data backups completed by V4's Backup Service. Data backups will be deleted upon cancellation or non-payment of services. The customer does not own perpetual rights to their backed up data. Data is only accessible through the data backup service while the customer is a current, paying data backup service subscriber. V4 will also cease to complete any additional data backups. Any data loss or data backups missed are not the responsibility of V4.

## **Cancellation policy**

The customer may cancel standard service by giving us a month notice in advance when out of contract. However, cancellation of a service does not necessarily entitle the customer to a refund. From time to time V4 may offer a service option that requires a commitment, either written or verbal, to pay and/or keep the service active for a specific period of time of up to 24 months. Should the customer wish to cancel the Contract at any point during their contract period, an early termination fee of the remainder monthly fee of the contract term would be applicable. Any dispute arising of the contract termination fee should be raised and addressed to [support@v4telecom.co.uk](mailto:support@v4telecom.co.uk)

## GDPR Policy

1. We will sometimes transfer personal data to other jurisdictions, including destinations outside the country in which you are located, whose data protection laws may be of a lower standard than those in your country. We will, in all circumstances, safeguard personal data as set out in this Privacy Policy.

2. Where your personal data is transferred from an entity inside the European Economic Area (the EEA) or the UK (as the case may be) to outside the EEA or the UK (as the case may be), we may be required to take specific additional measures to safeguard the relevant personal data. Where we transfer your personal data, we will establish legal grounds justifying such transfer, such as EU Commission-approved model contractual clauses, or other equivalent measures applicable in the UK or otherwise to ensure the appropriate security of your personal data.

3. Please contact us as set out in the "Contacting Us" section below if you would like to see a copy of the specific safeguards applied to the export of your personal data.

4. **Storage limits:** Our retention periods for personal data are based on business needs and legal requirements. We retain personal data for as long as is necessary for the processing purpose(s) for which the information was collected, and any other permissible, related purpose. For example, we may retain certain transaction details and correspondence until the time limit for claims arising from the transaction has expired, or to comply with regulatory requirements regarding the retention of such data. When personal data is no longer needed, we either irreversibly anonymise the data (and we may further retain and use the anonymised information) or securely destroy the data.

## V4 Assurance

### V4 assurance opt in addition - introduction

To continue delivering an outstanding level of customer experience to our clients, we have now introduced as of 01.07.2018 billing period a new add on service for V4 Clients across the board, termed as "V4 Assurance".

### V4 assurance - description

When you (the customer) reports a fault with your telephone line or an internet service (Broadband or Fibre), a V4 Advisor would take you through all CPE (Customer Premises Equipment) checks for the first time to identify the fault and help you resolve them. However, if the fault still persists even after all CPE checks have been completed the first time, a fault is reported to Openreach for further investigation. Where Openreach can't fix the fault remotely, they will send an engineer out to the local exchange, and in most cases, to the customer site as well. However, if the cause of the fault is located within the customer property or within the customer apparatus after the NTE (Fault investigation results) which is ascertained by the Openreach Engineer, a charge for the engineer visit is levied to V4 telecom by Openreach which is then passed on to the end user (Openreach Engineer Visits cost anywhere between £150 - £250 ex VAT), a cost we reluctantly pass on to you, the customer, since we get charged by Openreach.

If you (the customer), has opted in to be on the V4 Assurance monthly service add on at the Minimal monthly fee of £1.99 ex VAT per month (Effective 01.08.2018), this changes to £2.99 ex VAT for Clients with Phone Lines & £3.99 ex VAT per month for clients with phone lines & broadband or fibre broadband services) per CLI, V4 Telecom will absorb the cost of such Engineer charges incurred for you. This does however, exclude any other fees like a missed appointments charge (the penalty cost when you miss a pre agreed booked appointment with an Openreach Engineer), any time related labour charges or any extra material costs, which may have been

provided by the onsite engineer & then is passed onto your monthly bill as it's a part of the V4 Assurance addition.

Please be advised that irrespective of being on a V4 Assurance service on your monthly bill, you will still be required to complete all CPE (Customer Premise Equipment) checks the first time with alternate equipment as advised by a V4 Advisor, before it is escalated to an engineer being booked in for fault investigation." V4 Assurance is valid only for Line and broadband issues, V4 Assurance do not cover any hardware / system issues.

### **Acceptance or cancellation of costs & our terms of business**

Upon utilization of one or more of the services offered by V4, the customer automatically accepts all the terms and policies detailed in this document & our terms of business as detailed on V4's website at [v4telecom.co.uk](http://v4telecom.co.uk). The Customer bears the right to refuse payment for the services, but V4 then bears the right to refuse the supply of such services to the eligible account. V4 maintains the highest level of security compliance internally as well as in external relationships via ongoing audits as per usual when you choose to opt in to this service.

As a Customer, you have the right to cancel your opt in to this service without any penalty within 30 days of being notified via your monthly V4 Invoice or via electronic mail, text or any other means of communication as maybe relevant to your V4 Account. You can choose to cancel the opt in to this addition service to your monthly account from V4 by

A. Email us at: [\*\*support@v4telecom.co.uk\*\*](mailto:support@v4telecom.co.uk)

B. Phoning our Customer Services Team at: [\*\*0330 118 8870\*\*](tel:0330 118 8870)

C. Live chat as on V4 Website

D. Once the 30 days is over, this addition is applied to your account each month from V4 over a 24 months term, & early termination fee of monthly addition costs times the remaining term left at the time is payable immediately.

## V4 Manual & Administration Fees List July-2019

Line Item	Monthly Price (£)(PPM Where Applicable) (Pricing EX VAT)
Broadband- Extra Usage/GB	£1.99
Claim debt recovery costs on late payments (accounts that remain unpaid 7 working days after the bill due date) - £20.99 plus debt collections agency costs & any other V4 applicable charges such as late fees, suspension fee removal costs etc.	£40.99
Direct Debit (DD by Card or DD by Bank) Dishonor Fee	£20.99
Late Payment Fee	£15.99
Missed appointment charge (Applies if an engineer appointment is missed on a given date without a 3 working days' notice to V4 in writing to cancel or amend)	£165.99
Order Rejection on V4 Systems due to Customer Error	£3.99
Move of Premises, Tenancy, or change in Account Ownership	£79.99 one off or £5.99 over 18 months
Non DD Fee	£15.99
Non NGN LLU Monthly Surcharge	£3.99
Paper Billing	£2.99
Paper Bill Resend	£1.99
Ceased Services Reconnection Fee	£79.99
Reconnection Fee for suspended service	£20.99
Unlimited BB Surcharge	£1.99
Change of Account Ownership	£45.99
Cheque Dishonor Fee	£20.99
Bad Credit Security Fee ( Refundable)	£99
Recurring card payment	£1.99 plus 2.45% for VISA & Master & 3.45% on other including Amex
Outgoing Services Suspension Fee	£10.99
Reconnection Fee for suspended service	£20.99
V4 P & P (Shipping & Handling Fee)	£15.99
V4 Wi Fi Extender	£3.99 per month
V4 AC Router Upgrade	£8.99 per month or £89.99 one off
Roku Express	£2.99/ month
V4 power line Adapters	£2.99 / month
V4 IT Support per device per month	£6.99 / month
V4 Cloud backup per device per month	£6.99 / month
V4 Anytime1 Call Package (Calls to UK Landlines unlimited, anytime)	£5.99 a month*
V4 Anytime 2 Call Package (Calls to UK Landlines, UK Mobiles, unlimited, anytime)	£15.99 a month*
V4 Anytime 3 Call Package: (Calls to UK Landlines, UK Mobiles, Euro Landlines, USA Landlines, unlimited, anytime)	£20.99 a month*
Recurring card payment	£1.99 plus 2.45% for VISA & Master & 3.45% on other including Amex
V4 Assurance	£1.99
Outgoing Services Suspension Fee	£10.99
Bespoke Contract Admin Fee	£2.99

**NOTE :** \*V4 FUP & V4 Terms of Business apply in case of any abnormal usage detected.

We reserve the right to bar calls in case of detecting any unusual activity.

Fraudulent calls & any other Telecommunications charges billed remain the end user's responsibility to pay on the due date. Any change of tenancy agreement, sale of the business or its assets or change of premises at the end user's end doesn't have any bearing on V4's supply of Telecommunications Services & the said contract term remains in full force\*

# RPI Notice

## V4 RPI Update

Your connectivity, mobile and landline monthly service costs will go up in line with any change in the RPI Index of 2.2% price increase in line with the RPI Figures published on 15 January 2020.

The price of our select few pay monthly packages increase in line with our Terms of Business, so we can keep pace with inflation. This reflects the increase in the costs to run and invest in our processes & service platforms we provide you, and allows us to invest in new technology and make sure we give you the best possible customer experience at all times.

## Retail Price Index - Notice -2021

Your connectivity, mobile and landline monthly service costs will go up in line with change in the retail price Index of 2.5% + additional 10% price increase per the RPI Figures published in 2021.

The price of our select few pay monthly packages increase in line with our Terms of Business, so we can keep pace with inflation. This reflects the increase in the costs to run and invest in our processes & service platforms we provide you and allows us to invest in new technology and make sure we always give you the best possible customer experience.

**a) If you use a broadband service from V4, you will see an increase of £0.99 - £1.99 on your broadband rentals. This is dependent on the broadband type you use, and your overall account history with us.**

**a1) When do the changes come into effect?**

The price changes will come into effect from the 1st of August 2021.

**b) If you use a landline service from V4, you will see an increase of £0.99 - £1.99 on your landline rentals. This is dependent on the line type you use, and your overall account history with us.**

b1) When do the changes come into effect?

**The price changes will come into effect from the 1st of August 2021.**

**c) If you use mobile service from V4, you will see an increase of £0.99 - £1.99 on your mobile rentals. This is dependent on the mobile service type you use and your overall account history with us.**

c1) When do the changes come into effect?

**d) If you use a cloud phone system solution with us, you will see an increase of £0.99 - £1.99 on your monthly rentals. This is dependent on the number of services and your overall account history with us.**

**d1) The price changes will come into effect from the 1st of August 2021.**

As an essential service and supply company, we have always maintained our philosophy to be "Customer First" and we assure that we continue to uphold this philosophy.

Please use the below options to contact us, should you need to discuss this with us, speak to your account manager or drop us a line so we could attend to your query soonest.

Billing Enquiries : - [billing@v4telecom.co.uk](mailto:billing@v4telecom.co.uk)

Account Management Desk : - [am@v4telecom.co.uk](mailto:am@v4telecom.co.uk)

Live Chat via web : - [www.v4telecom.co.uk](http://www.v4telecom.co.uk)

## **Retail Price Index - Notification – April – 2022**

The **Office of National Statistics** has recently published the latest UK inflation figures on 19th of January, 2022, which sees the Retail Price Index (RPI) reach 7.5%! Each April, we'll adjust the monthly order value items you pay for your services with V4 Telecom, and these prices increase in line with Retail Price Index (RPI) rate of inflation plus 5.9%. The RPI rate that we use is usually announced in January each year and we will adjust your bill by stated amounts from end of March 2022, plus an additional 5.9% due to increasing costs to supply & related inflating costs our side. This change will only apply once a year.

### **Here's everything you need to know.**

#### **So what prices are increasing?**

The monthly price for broadband, line rental, call plans, call charges and mobile services will increase post 31st March 2022 as the following: RPI rate of inflation as 7.5% plus 5.9% in line with the Retail Price Index (RPI) rate published by the Office for National Statistics in January 2022 earlier this year, see above.

#### **What's RPI**

The Retail Price Index (RPI) rate is a figure released by the Office for National Statistics. In the UK, the RPI index covers only private households but excludes the top 4% of households by income and pensioner households who receive at least three-quarters of their income from benefits.

#### **How will you calculate my price increases?**

We'll take the RPI percentage rate as published by the Office for National Statistics in January of this year which is 7.5% plus 5.9% owing to our increasing costs to supply, & due to the direct cost increases imposed on us by our network wholesalers. So, the total rate we'll apply is 13.4%.

#### **Can I cancel my contract and leave without penalty because of these changes?**

As we're only putting up the price of broadband, line rental, call plans and call charges in line with the RPI plus 5.9% as stipulated clearly so across all our orders as at <https://www.v4telecom.co.uk/terms-of-business>, so if you choose to cancel, you'll still need to pay any early termination charge if you're still within your minimum term. This is because the amount we can increase your price by is fixed to any increase in RPI announced around January each year, plus the 5.9% and we'll also have made the price increase clear when you signed up and you'll have agreed to it as in our terms and conditions as at <https://www.v4telecom.co.uk/terms-of-business>

## Can I renew or upgrade my broadband package or choose upgraded services?

Yes. You don't need to wait until your contract ends, you can change or upgrade your broadband package or upgraded services from our range of products & services under Telecoms | Managed IT | & Security. I would also like to take this opportunity to assure you of our continued support to your business and of our commitment to deliver the best possible **TELECOMS | MANAGED IT | & SECURITY** products.

### Any questions?

Of course, We are always here to help your Business, so if you happen to have any questions about any of the above, you can get in touch with our various teams Monday to Friday 8.30 am to 5.30pm & Saturdays 8.30 am to 1.30pm as per usual!

**Billing Enquiries** : [billing@v4telecom.co.uk](mailto:billing@v4telecom.co.uk)

**Account Management Desk** : [am@v4telecom.co.uk](mailto:am@v4telecom.co.uk)

**Live Chat via Web** : [www.v4telecom.co.uk](http://www.v4telecom.co.uk)

**Free-call** : [0330 118 8870](tel:03301188870)

## Web Listing Terms & Conditions

### Terms and conditions

Last Updated March 1st, 2019

Please read these Terms and Conditions (the "Terms and Conditions") very carefully as they apply to your use of the Web Listing service enabled by V4 Telecom.

#### 1. Definitions

1.1. "Customer" means the natural person or legal entity entering using the Web Listing service

1.2. "Web Listing" means V4 Telecom

#### 2. General

2.1. The Terms and Conditions shall apply to all provisions of services and/or products of and/or by Web Listing.

2.2. The Terms and Conditions shall also apply to any services for which Web Listing has to involve third parties, and the Terms and Conditions are drawn up by the employees and board of directors of Web Listing.

2.3. The applicability of any general, purchase, delivery and/or other conditions of the Customer and/or a third party is explicitly rejected.

2.4. In the event that one or more provisions of the Terms and Conditions appear to be wholly or partly void or voidable at any moment, the parties will continue to be bound by the other provisions of the above-mentioned Terms and Conditions. In that case, Web Listing and the Customer will hold consultations to agree on new provisions to replace the void or voided provisions, which are as close as possible to the object and purpose of the original provisions.

2.5. If any lack of clarity exists about the interpretation of one or more provisions of the Terms and Conditions, this provision or these provisions will have to be interpreted 'in the spirit' of this provision or these provisions.

2.6. If a situation occurs between the parties which is not provided for in the Terms and Conditions, this situation will have to be interpreted in the spirit of the Terms and Conditions.

2.7. If Web Listing does not require strict compliance with the Terms and Conditions at all times, it will not mean that its provisions are not applicable or that Web Listing would to any extent forfeit its right to require strict compliance with the provisions of the Terms and Conditions in any other case.

### **3. Terms of Delivery**

3.1. All terms (of delivery) specified by Web Listing or agreed with Web Listing are but guidelines and never deadlines whose non-observance constitute default for Web Listing.

3.2. If it is likely that a deadline is not going to be met, Web Listing and the Customer will seek consultation as soon as possible.

3.3. In case Web Listing fails to meet a deadline, the Customer shall give notice of default to Web Listing in writing. Web Listing shall be given a reasonable term to perform the service at a later date. During this reasonable term the Customer cannot claim any compensation for any loss incurred.

3.4. If Web Listing depends on information and/or data of the Customer in the performance of the service, the term (of delivery) will be extended with a period equal to the term the Customer failed to supply this information and/or data, increased by two months.

3.5. Web Listing has the right to have certain activities executed by third parties.

3.6. Web Listing is entitled to perform the service in several stages, unless expressly agreed otherwise and confirmed in writing by Web Listing.

3.7. If the Customer defaults proper performance of that which he is bound to according to Web Listing, the Customer will be liable for any loss or damage (including costs) directly or indirectly incurred and/or to be incurred by Web Listing.

3.8. Web listing as a monthly service does deliver a lot of benefits in online presence & helping find new clients for a business, and to take complete advantage of this service, our customers get access to the same for a 30 day trial period limited to the 1st 30-days starting from the day our systems would email you the web-listing dashboard logins to manage your business location & information. Once this trial 30 day period expires, a customer is subscribed to this service for the minimum term of 36 months, any cancellations requested post this 30-day trial period & before this minimum contract term ends, would incur termination fees that would equate to the monthly subscription fee multiplied by the remaining months left in the minimum term.

### **4. Prices**

4.1. Web Listing may periodically alter its prices unilaterally to reflect inflationary, general economic, political or organizational developments. Such developments will also give Web Listing the right to alter its prices of the service in force.

4.2. All prices are subject to programming and typographical errors. For the consequences of such errors no liability shall be accepted.

## **5. Services**

5.1. Web Listing will make every effort to be of service to the Customer. Technically it is impossible for Web Listing to provide a completely (100%) error-free service, now that Web Listing also depends on third parties within the framework of the services in question. Web Listing expressly does not guarantee a fully (100%) error-free service.

5.2. Web Listing can change the product and/or service from time to time. If this change should result in a (temporary) reduction and/or failure of the availability of the products and/or services, Web Listing will inform the Customer about this promptly in advance.

5.3. To solve any problems which could occur during our service, the Customer may contact the Web Listing help desk by website or email. Our contact details can be found in the Web Listings dashboard.

## **6. Agreement**

6.1. By accepting the service and Terms and Conditions, the Customer authorizes the information to be published across channels of publication partners.

6.2. The Customer confirms that (i) they are authorized to transmit the information to Web Listing's publication partners, (ii) that their information does not contain any viruses, spyware or other harmful code or materials, (iii) that their location data constitutes a "primary" source of the information, i.e. that it has been officially approved by an authorised representative of the Customer, (iv) that the information is current and accurate and is not pornographic, unlawful, harassing, defaming, offensive or in any other way inappropriate, that it does not glorify violence, is not harmful for underage persons and that it does not violate the rights of third parties.

6.3. The Customer hereby grant a global, non-exclusive, transferable and gratuitous right (i) to collect, combine or modify the information, or to augment them with other information received by publication partners or any affiliated companies; (ii) to use the information for publication partners' internal purposes, (iii) to sell, market, distribute, promote and advertise products that contain the information, (iv) to disclose the information and/or works derived from them to its publication partners and (v) to indirectly grant use of the information to the clients of the Publication Partners via arrangements with the latter. This assignment of rights does not extend to a disposal or other sales of the information made available and we are expressly prohibited from doing so.

## **7. Processing Personal Data**

7.1. During the usage of Web Listing's product and/or services Customers may also share personal data. The Customer, as processor, shall be responsible for this personal data as defined the General Data Protection Regulations (GDPR) and Web Listing as processor declare to comply with all the obligations arising from GDPR.

7.2. Web Listing shall process the personal data exclusively for the provisioning of Web Listing's products and/or services and will not be able to use the personal data or apply it for any different purpose other than the specific purpose for which the User has provided their consent

7.3. The Customer indemnifies Web Listing against any damages and costs incurred as a result of and/or related to any claims in relation to any use in conflict with the Terms and Conditions and/or in conflict with the law by the Customer.

## **8. Liability**

8.1. Web Listing excludes any liability, in so far as it is not liable and obliged to compensate for the damage in question by virtue of mandatory law.

8.2. If and in so far as Web Listing is bound to compensate for the damage, the total liability of Web Listing because of any attributable failure to perform the service or because of any other reason, will be limited to the direct damage to at the most the total invoice amount with regard to the services in question with the Customer during the two months directly preceding the cause of the liability that came about. Under no circumstances will the total liability for the direct damage, for whatever reason, amount to more than the amount of the claim for the case in question under the liability insurance Web Listing took out, plus the amount of any excess which will be for the account of Web Listing under the provisions of the insurance in the case in question.

8.3. Web Listing excludes any liability for indirect and consequential damage, including but not limited to loss of profit, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims by the Customer's customers, loss or damage in connection with the goods, materials or software of third parties.

8.4. Web Listing cannot be held liable for any wrongful acts, careless behaviour, negligence and recklessness of Web Listing employees or contractors.

8.5. Without prejudice to the other provisions of this Article, unless performance by Web Listing is permanently impossible, Web Listing will only be liable on account of attributable failure to perform the service if the Customer has promptly given Web Listing notice of default by registered letter stating a reasonable term for curing the non-performance, and Web Listing continues to fail to perform its obligations even after expiry of the term. The notice of default shall comprise a description as complete and detailed as possible of the breach, in order to enable Web Listing to react adequately.

8.6. A condition for any right to claim compensation for damage will each time be that the Customer reports the damage as soon as possible after its inception to Web Listing in Writing. Each claim against Web Listing will lapse by the mere expiry of twelve (12) months after the start of the claim.

8.7. Exclusions and limitations referred to in this Article will become void if and in so far as the damage is the result of intent or recklessness by Web Listing or its directors.

## **9. Indemnity**

9.1. The Customer indemnifies Web Listing for any claims of third parties sustaining a loss in connection with the performance of the service.

9.2. If Web Listing is to be held liable by any third party for this reason, the Customer will be obliged to assist Web Listing in law and otherwise and to perform all acts promptly that may be expected from it. Should the Customer fail to take adequate measures, Web Listing will be entitled to take such measures itself without notice of default. Any costs and loss thus incurred by Web Listing and the third party will fully be for the account and at the risk of the Customer.

## **10. Force Majeure**

10.1. If Web Listing cannot fulfil its obligations to the Customer as a result of circumstances beyond its control, the obligations will be suspended for the duration of the force majeure.

10.2. Force majeure of Web Listing will mean any circumstance independent on Web Listing's will, which partly or wholly prevents the fulfilment of its obligations towards the Customer or which reasonably renders the requirement to fulfil such obligations impossible, regardless if such circumstance could have been anticipated. Force majeure includes in any case: emergency situations (including extreme weather conditions, fire and lightning strike), restrictions and/or amended rules and regulations by governments or government agencies, (work) strike, war, riot, power failure, unanticipated failure of computer hardware and other facilities. 10.3. In case of force majeure the Customer will not have any right to compensation.

## **11. Applicable Law, Competent Court**

11.1. All services of Web Listing are exclusively governed by Dutch law.

11.2. The District Court of Amsterdam has exclusive jurisdiction to hear all disputes arising from or in connection with services provided by Web Listing.