



Telecommunications Agreement - Calls Only

This Agreement is suitable for customers that continue to rent their phone lines from BT and provides the customer with the security that BT can be contacted 24 hours a day in the event of fault while at the same time diverting all calls to DCFM thereby saving up to 80% on the cost of calls.

1

Customer Customer Ref Trading Name Trading Status Trading Address	
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2 Target Numbers - Please complete this table to provide a full list of telephone numbers that you want DCFM to carry the calls from:

	Phone Number	Billing Post Code*		Phone Number	Billing Post Code*
1			7		
2			8		
3			9		
4			10		
5			11		
6			12		

Billing Post Code = The Post Code of the address on your current phone bill

3 We would much prefer to send our bills to you by email. It is cheaper for us and better for the environment. Are you willing to receive your bills by email? Yes No

If yes, what email address should we use?

4 Declaration

I confirm that I fully understand the Terms and Conditions overleaf and am authorised to bind the Customer to the terms of this Agreement.

Signed on behalf of the Customer

Print Name

Position / Occupation Date

DCFM Services	DCFM Telecom Ltd (Registered Company Number 5521744) whose registered address is 1 Bridge Street, BOSTON, PE21 8QF Provision of telephone call capacity to the Customer
Access Provider Network	The telecommunications network operator providing an access line to the Customer enabling connection to an alternate network Any telecommunications network that DCFM may use to provide the Customer with Service
Customer's Equipment Act	Any equipment owned by the Customer and used in connection with the Service The Telecommunications Act 1984 as amended or modified
CPS	(Carrier Pre-Selection) – a service that, in accordance with a Customer's directions, routes certain categories of calls to an alternate network
Commencement Date	Calls will be automatically routed by CPS from the Target Numbers to the Network from the 24 August 2005
Target Numbers	The Customer's telephone number(s) detailed in Schedule
Call Rates	Those charges made per phone call made as contained on a comprehensive tariff list held by DCFM which may be applied for separate
Call Charges	The charges made for calls from the Target Numbers on a network logged by DCFM and calculated by multiplying the duration of a call to the second by the appropriate Call Rate and then rounding to the nearest tenth of a penny, subject to a minimum of a penny.

1 Connection and Supply of Service

- 1.1 DCFM undertakes to exercise appropriate care in the provision operation and maintenance of services and also warrants fitness for purpose
- 1.2 The Services will enable the Customer to route calls across the Access Provider or alternative network in accordance with this agreement
- 1.3 Connection to the Services is dependant upon the Customer satisfying DCFM's reasonable financial and other requirements
- 1.4 On acceptance DCFM undertake to transfer the Customer from its current telephone service to DCFM's service and this may take up to 14 days
- 1.5 Provision of the Services may require re-programming of the Customer's Equipment which will be the Customer's responsibility
- 1.6 DCFM will provide notice wherever possible in the event of scheduled or unscheduled maintenance or temporary suspension of the Service
- 1.7 DCFM accept no responsibility for Access Providers Networks or subcontractors in relation to estimated connection dates or faults in the continuous provision of Services

2 Use of the Service

- 2.1 The Customer must not use nor permit the service to be used for any fraudulent illegal or unlawful purpose for sending messages or communications which are in contravention of the Act any other relevant law or code of practice regulations direction of the Director General of Telecommunications or other competent authority or any licence governing the Customer's telecommunications system and all reasonable instructions from DCFM and the Customer agrees to indemnify DCFM against all costs whether direct or indirect which are incurred as a result of the Customer using the services in a manner that breaches this agreement
- 2.2 DCFM will carry out work during normal working hours between 9.00am and 5.30pm on week days only work required to be carried on outside these hours will incur costs for the Customer
- 2.3 DCFM operates a telephone recording system to record for the purposes of training and security all incoming and outgoing calls to and from DCFM's offices. We reserve the right at our absolute discretion to provide copies of any recordings made to third parties

3 Service Charges and Account Administration

- 3.1 The Customer will pay to DCFM the Call Charges calculated in accordance with the tariff list in addition to any other charges due under this agreement
- 3.2 Charges may be amended not more than once a year by the increase in the current Retail Price Index or by 5% (whichever is lower) without notice to the Customer and where the increase in charges is greater than 5% or the current Retail Price Index (whichever may be lower) DCFM will provide the customers with 14 days notice the Customer has the right to terminate this agreement by providing written notice within 14 days of receipt of notice of the increase the Customer remains responsible for all charges up to the point that the Service is disconnected
- 3.3 All Charges due must be paid within 21 days of the date on the bill by the agreed payment method as specified in Clause 4 of this agreement all charges payable by the Customer shall be paid in full without any deduction or set-off
- 3.4 DCFM does not accept responsibility for delays in the billing of any charges and any delay that occurs does not alter the Customer's liability
- 3.5 Disconnection or suspension for non-payment may incur a re-installment fee
- 3.6 If the Customer's payment is late cancelled or dishonoured the Customer will be responsible for all costs and expenses incurred by DCFM to obtain payment from the Customer
- 3.7 The Customer agrees to tell DCFM in advance of any change in the Customer's telephone number name address or bank details the Customer remains liable for any charges incurred through the use of the service by any third party
- 3.8 All Call Charges are subject to VAT at the prevailing rate

4 Payment Terms

- 4.1 If any charges are not paid by the due date the Customer may be charged interest at 3% above NatWest Bank base rate from the due date until the date payment is received
- 4.2 If there is a dispute over the amount of the Charges the Customer is not entitled to withhold payment for amounts not in dispute and the Customer remains liable for all charges due under this agreement even if service has been suspended disconnected for non-payment terminated or the Customer has transferred the number(s) to another telecommunications provider
- 4.3 DCFM requires a direct debit order to be set-up to facilitate payment of every account
- 4.5 DCFM reserve the right not to invoice or send out a direct debit instruction in the first 60 days of the Term or if the Call Charges in gross amount to under £5.00 for any subsequent billing period

5 Suspension and/or Disconnection of Services

- 5.1 DCFM reserves the right to suspend provision of the services immediately and without notice for any of the following reasons
 - (a) DCFM has reasonable grounds to suspect that the Customer is using the service in contravention of the Use of Services (as detailed in clause 2.1)
 - (b) The Customer has breached their credit terms
- 5.2 During suspension of the service the Customer agrees to pay all Charges due and any other reasonable costs and expenses that DCFM may incur as a result of such suspension and any subsequent reinstatement of services

6 Termination of Services

- 6.1 DCFM reserves the right to terminate this agreement immediately if the Customer
 - (a) Is in breach of this agreement and the breach:
 - (i) Is incapable of remedy, or
 - (ii) Cannot be remedied within 7 days of DCFM's notice requiring the Customer to do so
 - (b) Does not satisfy the test of solvency and is unable to pay the Customer's debts at any time as set out in section 123 of the Insolvency Act 1986
 - (c) Is declared bankrupt insolvent has a receiver administrator or liquidator appointed or enters into any arrangement with the Customer's creditor
 - (d) Ceases to trade
 - (e) Has any restraint execution or other process levied or enforced on any of the Customer's "property", or
 - (f) DCFM is required to end this agreement by a regulatory authority

On termination of this agreement the Customer will pay DCFM all outstanding Call Charges Due under this Agreement

7 Entire Agreement

- 7.1 This agreement and the offer letter contain all of the terms of the agreement between the Customer and DCFM in relation to the service and supersedes any written or oral agreements representations or understandings between the Customer and DCFM
- 7.2 This agreement is regulated by the Act and any other relevant law code of practice regulation or any direction of the Director General of Telecommunications or other competent authority and any licence which governs the running of the Customer's own telecommunications system and DCFM and the Customer agree to modify this agreement in line with any changes in the aforementioned and no other variation to this agreement shall be effective unless in writing and signed by the Customer and a Director or Officer of DCFM
- 7.3 The non-exercise of any right conferred upon DCFM as outlined in this agreement will not operate as a waiver of that right nor will any partial exercise prevent any further exercise of the same or of some other right power or remedy
- 7.4 The Customer may not transfer the benefits or obligations of this agreement to any other party without the written consent of a Director or Officer of DCFM
- 7.5 Any notices which may be given by either the Customer or DCFM under this agreement must be in writing and must be delivered by hand or by pre-paid mail to the relevant registered office

8 Limitation of Liability

- 8.1 DCFM will not be liable to the Customer for any non-performance of DCFM's obligations under this agreement due to act of God war or national emergency riot civil commotion fire explosion flood epidemic strike lock-out (whether including DCFM's workforce or the workforce of any other party) and other industrial dispute act of government highway authorities telecommunications operators or other competent authorities or inability to obtain supplies or services from third parties or due to any cause beyond the reasonable control of DCFM
- 8.2 DCFM shall in no circumstances be liable to the Customer for any consequential loss

9 Enforceability

- 9.1 If any part of this agreement is found by any court or other authority of competent jurisdiction to be illegal invalid or unenforceable that provision shall to the extent required be deemed not to form part of this agreement without affecting any other provision of this agreement which shall remain in full force and effect

10 Privacy and Data Protection

- 10.1 Your details will be kept on our database for DCFM to provide the Services, administration and accounting purposes, to enable us to undertake credit searches on you and so that we can send you information on other services. Your details will be kept securely in accordance with the Data Protection Act 1998

11 Applicable Law

- 11.1 This agreement shall be governed construed and interpreted in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts