

TERMS AND CONDITIONS

1. NETWORK SERVICES

1.1 SERVICES

This part of the agreement covers the provision of telecommunications and data network services by River Technologies Ltd to you, our customer. We may vary how these services are provided if we wish, in order to maintain or improve their quality or to comply with any law, regulation or best practice. Network services include line rentals (ISDN2, ISDN30 and Analogue telephone lines), SIP telephone lines, broadband services, telephone call traffic (Direct and Carrier Pre-Selection), Non-geographic numbering services (Inbound and Outbound), Network based In-Bound call services, leased-line circuits, hosted telephony services and hosted data-centre facilities.

1.2 WHOLESALE LINE RENTAL (WLR)

You acknowledge that in order to avoid delays occurring in the ordering process, River Technologies Ltd will need to be notified by your existing provider of any products and/or services presently in use on your lines that are incompatible with the WLR service. Your existing provider is under a strict duty not to disclose information about a customer's telephone services to a third party unless the customer has consented to such disclosure. In signing this agreement you give consent to your existing provider to disclose such information to River Technologies Ltd. You also give River Technologies Ltd authority to act as your agent to arrange connection onto River Technologies Ltd network services platform.

1.3 CARRIER PRE-SELECTION (CPS)

Carrier Pre-Selection is the routing of your phone calls through a carrier other than the provider of the telephone line(s). Your telephone line(s) are still maintained by another provider's engineers, but the calls are carried on another network. We may select and at any time change any carrier, or other service provider, for the purposes of providing the CPS service. You hereby irrevocably authorise us to give all notices, nominations and other authorisations necessary for us to provide the CPS service.

1.4 DURATION

This Network Services agreement will have the minimum duration specified on the Customer Order Form that you sign. If no Minimum Term is specified, the Minimum Term for each service and/or connection will be twenty four months, commencing on each individual Connection date. The agreement will be automatically renewed for the same minimum term once the initial minimum term has expired, unless and until, either of us gives the other written notice of termination at least three calendar months prior to the, then current, minimum term end date. The agreement may be ended immediately by you if we break a term of this agreement, which, after written notification has not been rectified or remedied within twenty eight days, or if we stop trading, become insolvent, enter administration and/or liquidation or are wound up. We may end this agreement without giving you notice if you break any of your obligations under this agreement or become insolvent, enter administration and/or liquidation or are wound up.

On termination of this agreement, for whatever reason, you will:

- A. Immediately pay any outstanding invoices for the services covered by this agreement.
- B. Be responsible for any engineering and/or reprogramming costs required in order for you to use an alternative supplier.
- C. If you terminate this agreement prior to the end of the then current minimum term (except if you terminate, in accordance with the provisions of this agreement, as a result of our breach or insolvency or winding up etc), you will, in addition to monies due under clauses 1.4A and 1.4B:

- a. Reimburse River Technologies Ltd for any costs incurred in releasing you from any contractual obligations with your previous provider prior to transferring your services to River Technologies Ltd.
- b. Pay us an amount equal to the sum of the remaining monthly rentals due up to the end of your contractual minimum term.
- c. Pay us an amount equal to the average monthly call spend multiplied by the number of full calendar months remaining in the then current minimum term. The average monthly call-spend to be calculated using the last three months billing prior to the termination.

1.5 CHARGES

River Technologies Ltd charges you for using the services covered by this agreement. Initially you are charged at the rates specified on the Customer Order Form. Please note:

- A. Charges are calculated from data recorded by us and not from your own records
- B. Where a direct debit is unpaid due to insufficient funds or cancellation, a £25.00 administration charge will be included on your next monthly bill.
- C. River Technologies Ltd reserves the right to apply a £75.00 reinstatement charge for any service that has been suspended due to non-payment of invoice(s).
- D. We reserve the right to review our charges annually. Any price increases will be limited to a maximum of five percent or the prevailing rate of inflation (using the Retail Prices Index), whichever is the greater. Annual price reviews will be applied with effect from the 1st January each year. No price increase will be applied during the first twelve months of this agreement.
- E. All River Technologies Ltd charges are subject to VAT at the prevailing rate.

1.6 PAYMENT TERMS

All River Technologies Ltd quoted pricing assumes payment by monthly variable direct debit. We reserve the right to apply charges to administer other forms of payment. We also reserve the right to refuse customers not wishing to pay by direct debit.

All invoices are payable in full within 15 days of the date of the invoice.

Arrears and/or unwillingness to maintain payment by direct debit may result in your services being restricted.

River Technologies Ltd reserves the right to apply charges for late payment and any associated charges incurred. Cancellation of the direct debit does not constitute notice of cancellation of the contract.

You are protected at all times by the direct debit guarantee as detailed on the Direct Debit mandate.

River Technologies Ltd reserves the right to perform a credit check with no prior notice on any legal entity, and to pass the entity's credit history with River Technologies Ltd on to other credit agencies and/or County Courts.

River Technologies Ltd reserves the right to at any time request a deposit, paid in advance, from you should periodic credit checks reveal adverse information. Should this request not be met within thirty days of notification, we reserve the right to terminate the contract and to demand full settlement of any outstanding balance with immediate effect.

River Technologies Ltd may, at our sole discretion and at any time, impose a credit limit on your account. Any credit limit imposed can be amended without prior notice. If you exceed any such credit limit we may request immediate payment of the Charges and/or suspend the Service; and you will be responsible for all Charges incurred including those exceeding the credit limit.

If you reasonably and in good faith dispute an invoice or part of it, you shall notify us of such dispute within 14 days of receipt of the invoice, providing details of why you believe the invoiced amount is incorrect and, if possible, how much you consider is due. All charges not in dispute shall be paid by the Due Date.

1.7 RESPONSIBILITIES

We agree to provide you with the network services as specified on the Customer Order Form subject to the provisions of this agreement. You agree:

- A. To use the services in accordance with this agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the services.
- B. Not to allow an alternative supplier to override or bypass our service either through the installation of equipment or through the local telephone exchange.
- C. To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier.
- D. Not to use the service (or allow the service to be used, with or without your consent) to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety or to commit a fraud or other criminal offence.

1.8 REPAIRS TO SERVICE

We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible. It is your responsibility to notify us of any defect, malfunction or fault with the services we provide. Customer Service and Fault Notification: 01772 419150

We may occasionally have to interrupt the Service or change the technical specification of the Service for operational or planned maintenance reasons, for upgrades or because of an unforeseen circumstance or emergency. We will give you as much notice as reasonably possible of any planned interruption to the Service.

1.9 SUSPENSION OF SERVICE

We may suspend the service (without being liable to compensate you):

- A. In the event of a local or national emergency.
- B. To comply with a request from a government or other competent authority.
- C. To protect or provide services to rescue and/or emergency services.
- D. To maintain the quality of our services.
- E. If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you with an invoice).
- F. If an event occurs which is beyond our reasonable control.
- G. If you break any part of this agreement.
- H. If we have good reason to suspect fraudulent activity or misuse of the services or any other breach by you of this Contract.

2 SALE OF EQUIPMENT AND TECHNICAL SERVICES

2.1 DEFINITION

This part of the agreement covers the supply of Equipment and/or Technical Services by River Technologies Ltd to you, our customer. We may vary how these are provided if we wish, in order to maintain or improve their quality or to comply with any law, regulation or best practice.

This Agreement applies to all items of Equipment individually. If any item fails, it will not affect the rights and liabilities of either party for the other items.

The Customer's duties under the Agreement will continue and will not be affected by the breakdown, theft, loss, destruction of, or damage to any Equipment.

2.2 CHARGES

River Technologies Ltd will supply the Equipment and/or Technical Services detailed on the Customer Order Form for the price specified and by signing the Customer Order Form you are deemed to have accepted these terms and conditions.

Unless otherwise agreed, we will require a 50% deposit at the point of signing the order, with the balance due on completion of the installation.

All equipment remains the property of River Technologies Ltd until paid for in full.

2.3 INSTALLATION

River Technologies Ltd will carry out the installation and implementation of the equipment and technical services in accordance with the manufacturer's guidelines, and in line with current regulations, quality standards and recognised best practices.

We will attempt to install the Equipment at the Premises so that the Service can be provided on or before the Preferred Commencement Date agreed by us. Any installation date will be an estimate only and River Technologies will not be liable for any failure to meet such installation date.

Should any action by the Customer prevent us from delivering or installing the Equipment, including where the Site(s) is unprepared, we reserve the right to charge our costs to the Customer.

We will normally carry out installation work during normal working hours but we may, on reasonable notice, require you to provide access at other times. At your request, we may agree to work outside normal working hours but you will be liable for paying additional charges for this service.

We will attempt to comply with your reasonable requests in respect of the installation, but our decision on the routing of cables and the positioning of outlets and Equipment shall be final.

When requested to do so, you must return to us, a programming information sheet at least 7 days prior to the installation date. Without this, the installation may not be possible.

You must prepare the Site(s) in accordance with our instructions so that any necessary Equipment and software applications can be installed, you must meet the costs of preparing the Site(s).
You must provide adequate electricity supply and suitable earth connection for the operation of any Equipment to be installed at the Site(s).
You must provide any computers and/or servers as are detailed in the specification of our proposal, prior to the installation date.
You must assist and co-operate with us to enable us to carry out our obligations under the Agreement including giving access to the Site(s) to install and maintain the Equipment and any associated software applications.

2.4 NETWORK SERVICE CONNECTIONS

If the equipment is to be connected to network services supplied by River Technologies Ltd under the terms detailed in Section 1 of these terms and conditions, we will carry out all necessary liaison and communication with the network operators to facilitate such connections. Any charges associated with the provision of these network services will be detailed on the Customer Order Form.

If the equipment is to be connected to network services supplied by another party or parties, it is the customer's responsibility to arrange for the provision of any required circuits. Customer must pay all costs for circuit rentals, connection charges, inspections, commissioning and any other costs necessary to provide these third-party services.

River Technologies will not accept responsible for any delays in the provision of network services. Any such delay will not give the Customer the right to refuse installation of the Equipment or payment due to us.

2.5 ACCEPTANCE

After we have installed the Equipment at the Site, the engineer will confirm to you that the Equipment is installed and working satisfactorily. When this is confirmed you will be taken to have accepted the Equipment. From this point, any technical issues, questions and amendments will be dealt with under the Service Support section of this agreement.

2.6 SOFTWARE

Where software is provided within the specified solution, the rights to the Software belong to River Technologies Ltd or our suppliers. You are allowed to use the software subject to the terms set out in the Agreement and in any other relevant documentation. The Customer must not copy, change, interfere with or take apart the Software in any way, reveal its contents to a third party or grant a sub-licence. The Customer must ensure that the Software is used only in the permitted territories and for the permitted purposes.

3 SERVICE SUPPORT

3.1 DEFINITION

This part of the agreement covers the provision of maintenance and support of the equipment and associated software applications by River Technologies Ltd to you, our customer. We may vary how these services are provided if we wish, in order to maintain or improve their quality or to comply with any law, regulation or best practice.

3.2 DURATION

This Service Support agreement will have the minimum duration specified on the Customer Order Form that you sign, and will be automatically renewed for the same minimum term once the initial minimum term has expired, unless and until either of us gives the other written notice of termination at least three calendar months prior to the minimum term end date. The agreement may be ended immediately by you if we break a term of this agreement, which after written notice has not been rectified within twenty eight days, or if the other stops trading, becomes insolvent, enters administration and/or liquidation or is wound up. We may end this agreement without giving you notice if you break any of your obligations under this agreement.

On termination of this agreement, for whatever reason, you will:

- A. Immediately pay any outstanding invoices for the services covered by this agreement.
- B. If you terminate this agreement prior to the end of the then current minimum term (except if you terminate, in accordance with the provisions of this agreement, as a result of our breach or insolvency or winding up etc), you will, in addition to monies due under clauses 1.4A and 1.4B:

- a. Reimburse River Technologies Ltd for any costs incurred in releasing you from any contractual obligations with your previous service support provider prior to transferring your support to River Technologies Ltd.
- b. Pay us an amount equal to the sum of the remaining monthly payments due up to the end of your contractual minimum term.

3.3 CHARGES

The Service Support agreement will be charged at the monthly rate specified on the Customer Order Form. The monthly charge will be amended from time to time to reflect any variation in the Equipment and/or Software applications being supported.

We may from time to time increase the charge for maintenance to account for cost increases. If this increase exceeds 10% of the current monthly payment, you may, by writing to us within 30 days of the invoice for the increased price, terminate the Agreement.

Customers will not be allowed to terminate the Agreement if the increase has resulted from additions or amendments made to the Equipment and/or Software applications being supported.

3.4 PAYMENT TERMS

All River Technologies Ltd quoted pricing assumes payment by monthly variable direct debit. We reserve the right to apply charges to administer other forms of payment. We also reserve the right to refuse customers not wishing to pay by direct debit.

All invoices are payable in full within 15 days of the date of the invoice.

Arrears and/or unwillingness to maintain payment by direct debit may result in your support services being restricted.

River Technologies Ltd reserves the right to apply charges for late payment and any associated charges incurred.

Cancellation of the direct debit does not constitute notice of cancellation of the agreement.

You are protected at all times by the direct debit guarantee as detailed on the Direct Debit mandate.

River Technologies Ltd reserves the right to perform a credit check with no prior notice on any legal entity, and to pass the entity's credit history with River Technologies Ltd on to other credit agencies and/or County Courts.

River Technologies Ltd reserves the right to at any time request a deposit, paid in advance, from you should periodic credit checks reveal adverse information. Should this request not be met within thirty days of notification, we reserve the right to terminate the contract and to demand full settlement of any outstanding balance with immediate effect.

River Technologies Ltd may, at our sole discretion and at any time, impose a credit limit on your account. Any credit limit imposed can be amended without prior notice. If you exceed any such credit limit we may request immediate payment of the Charges and/or suspend the Service; and you will be responsible for all Charges incurred including those exceeding the credit limit.

3.5 SUPPORT AND EXCLUSIONS

Throughout the term of the Agreement we will ensure that the performance and the servicing of the Equipment meet the approved standard of the manufacturer, and any current industry best practices including:

- (a) Telephone technical support for maintenance
- (b) An engineer's visit to the Site when required
- (c) Service of the central control unit and all components within it as detailed on the Customer Order Form
- (d) Service of any proprietary telephone instruments detailed on the Customer Order Form
- (e) Service of Voicemail - auto attendant hardware
- (f) Software applications supplied as part of the solution and detailed on the Customer Order Form
- (g) Any control equipment, proprietary telephone instruments and/or software applications which have been added to the Equipment during the term of the agreement, and for which an additional support charge has been paid
- (f) Minor programming changes which can be completed remotely (suitability will be determined at our absolute discretion)

The support agreement does not cover:

- (a) Failure due to changes to, or disconnection from, the mains electrical system
- (b) Failure of any supplies of connected network services
- (c) Changes in the environment in which the equipment is located

- (d) Failure due to changes made by the customer (or any third party) to the equipment, it's programming or the infrastructure to which the equipment is connected
- (e) Ancillary items including but not limited to answer phones, call loggers, pay phones, public address systems, printers, external music on hold sources, system cabling and consumables unless otherwise agreed in writing
- (f) A force majeure event as defined in the Agreement

3.6 SERVICE LEVEL AGREEMENTS

The cover type will be indicated on the Customer Order Form.

Cover type 'Standard' provides cover for standard working hours to include Monday through to Friday (excluding public holidays) 08.30 to 17.30.

Cover type '24/7' provides cover at all times.

Minor programming changes which can be completed remotely will be completed on a 'best endeavours' basis.

Our aim is to respond to these requests within 48 hours of receipt. (Suitability will be determined at our absolute discretion and will depend on us having connectivity to the equipment)

Faults are categorised as follows:

Category 1 - faults affecting the operation of 50% or more of the lines/handsets connected to the equipment.

Category 2 - faults affecting the operation of two or more (but less than 50%) of the lines/handsets connected to the equipment, and/or faults affecting auto-attendant, voicemail or call centre applications connected to the equipment.

Category 3 - faults affecting only one of the lines/handsets connected to the equipment.

The maximum response time for Category 1 faults will be 4 working hours from the time at which the fault was correctly reported.

The maximum response time for Category 2 faults will be 8 working hours from the time at which the fault was correctly reported.

The maximum response time for Category 3 faults will be 16 working hours from the time at which the fault was correctly reported.

(Note: For '24/7' cover, all hours are considered as working hours)

We will endeavour to respond to reported faults within the level of service taken by the Customer but at no time will a failure to do so be construed as a material breach of the Agreement.

We do not guarantee repair times, but we will always endeavour to resolve any faults and/or resulting outages, as quickly as is reasonably possible. This may from time to time include the involvement of third parties, manufacturers and other approved partners.

3.7 RESPONSIBILITIES

Requests for routine remote programming changes must be submitted by email to support@Rivertechnologies.co.uk.

Faults must be reported to our service desk by calling 01772 419150

You must notify us in the manner detailed above in order for a service level to be allocated to the request/fault

You must provide a nominated contact with whom we will liaise throughout the management and progression of the fault/request

You must assist and cooperate with our support staff in order to enable the fault/requirement to be identified, tested and/or eliminated

You must allow us access to the Equipment in order to carry out investigations, tests and corrective action as may be deemed necessary by our support staff

4 GENERAL PROVISIONS

4.1 LIABILITY

Neither of us will have to compensate the other for any detrimental event beyond either party's reasonable control.

In this agreement, 'beyond reasonable control' includes (but is not limited to) any act which could be categorised as an 'Act of God', variation, interruption or failure of the power supply, the action of other telecommunication operators and suppliers (or their equipment) including access lines, actions or omissions of national or local government authorities, war, acts of terrorism, military operation, riot or public disorder, employee dispute, or the effects of equipment supplied by third parties. In any event, we will not have to compensate you for any harm to your business, lost revenues, loss of anticipated savings, lost profits or other indirect, consequential or special losses nor for any charges incurred by you with another call carrier.

We will not be responsible for call charges resulting from fraudulent use of the Equipment or Service by the Customer or any third parties and the Customer agrees to pay all additional charges related to such fraudulent activity.

Nothing in this Agreement excludes or restricts either party's liability for death or personal injury resulting from that party's negligence or its employee's negligence while acting in the course of their employment; or for anything else for which the parties cannot at law limit or exclude their liability.

4.2 FORCE MAJEURE

Neither party will be obliged to carry out any obligation and/or delivery under the Agreement where performance of such obligation and/or delivery is prevented due to any cause beyond the party's reasonable control, including but not limited to any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, labour shortage or labour dispute, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, war, military operations, or riot, or difficulty, delay or failure in manufacture, production or supply by third parties of either the Equipment or Services or both resulting from the same or a similar type of force majeure event.

During any force majeure event charges associated with maintenance of equipment and /or rentals of network services continue to be payable.

If any force majeure event lasts for more than three months from the date of its commencement and that event prevents either party from performing all or a material part of its obligations during that period either party may by giving 30 days written notice to the other party terminate The Agreement. If the Customer terminates The Agreement under this clause any early-termination charges associated with maintenance of equipment and/or rentals of network services will immediately become payable.

4.3 INFORMATION AND CONFIDENTIALITY

You must promptly provide us (free of charge) with any information we may reasonably require to enable us to proceed with the performance of our obligations under the Agreement including any information which we may reasonably request for the purposes of credit verification and debt collection and you permit us to use such information and to provide it to third parties acting on our behalf for such purposes.

Unless expressly agreed in writing neither the Customer nor River Technologies Ltd will use, copy, adapt, alter or part with possession of any information that is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature unless required to do so by a court order or legislation. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or which the recipient obtains from some other person with good legal title to it or which is in the public domain otherwise than through the default or negligence of the recipient.

The Customer acknowledges that River Technologies Ltd may use information regarding calls routed through the Equipment including but not limited to origin, destination, duration, route and time.

Both parties must comply with the Data Protection Act 1984 when dealing with information given to the other party under this Agreement.

Intellectual Property Rights in all documents, drawings and information including if applicable any access codes supplied to the Customer in connection with the Agreement remain vested in River Technologies Ltd or the intellectual property right owner. Such documents, drawings and information are confidential and must not be copied, disclosed or used (except for the purpose for which they were supplied) without our prior written consent.

4.4 TERMINATION

Without prejudice to any other rights or remedies under the Agreement or at law, River Technologies Ltd may terminate this Agreement or cancel the Services at any Site immediately by serving written notice on the customer if:

- (a) the Customer becomes insolvent or is subject to a court winding up order; or
- (b) the Customer commits a breach of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within 30 days of receiving written notice to do so from River Technologies Ltd;

The Customer may terminate this Agreement immediately by serving written notice on River Technologies Ltd if:

- (a) River Technologies Ltd becomes insolvent; or
- (b) River Technologies Ltd commits a breach of any material obligation under the Agreement and (in the case of a remediable breach) fails to remedy the breach within 30 days of receiving written notice to do so from the Customer.

Upon termination for any reason of any part of the Agreement, all amounts owed by the Customer to River Technologies Ltd (including those specified in clause 1.4 (and all of its sub-clauses), and clause 3.2 (and all of its sub-clauses)), will become immediately due and payable in full on demand and the Customer must:

- (a) Immediately stop using the Services that have been terminated;
- (b) Immediately stop using any Equipment owned by River Technologies Ltd, and
- (c) Permit River Technologies Ltd to enter the Site(s) during normal business hours to remove the Equipment.

The Customer's obligations in respect of the Equipment will continue to apply until River Technologies Ltd has removed the Equipment.

River Technologies Ltd will not be liable for any further programming required by the Customer.

River Technologies does not allow Network Services to be ported or transferred to the wholesale provider of the services being transferred.

The provisions of this clause remain in force despite the termination of the Agreement

4.5 PAYMENT

We require payment in accordance with our agreed terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we may refer the matter to a debt collection agent, which will incur costs of 15% of the outstanding balance, plus vat. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 (and its subsequent amendments), which interest is payable both after and before any judgment of a court, and will continue to accrue until the debt has been fully satisfied.

4.6 CUSTOMER COMPLAINT PROCEDURE

Our Customer Complaints Procedure can be viewed on our Web site www.rivertechnologies.co.uk by clicking on 'terms' at the foot of our home page. Alternatively, you can request a copy by writing to us the address detailed at the head of these terms and conditions, or by emailing support@rivertechnologies.co.uk

4.7 GENERAL

English law governs this agreement.

You may not transfer this agreement or any rights under it without our prior written consent.

River Technologies Ltd reserves the right to transfer its interests in this agreement without gaining your consent and without providing any notice, so long as such transfer has no detrimental effect on the delivery of the services and obligations under the agreement.

If any provision or conditions of this agreement shall be ruled as invalid or unenforceable, the remaining terms shall continue to apply.

Where River Technologies supplies Equipment and/or Services to you that are not expressly covered by the Customer Order Form, such supply shall be deemed to be governed by the terms and conditions of this Agreement.

This agreement and the documents referred to in it represent the entire contract between us.

If there is any inconsistency between this agreement and the Customer Order Form, the Customer Order Form shall take precedence.

Any variations (other than changes made in accordance with this agreement) shall be accepted by both of us in writing.

Any failure by either of us to enforce any right shall not be deemed as a waiver of any such right.

No person or body who is not a party to the Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Agreement.

Notices under this agreement must be in writing and can be delivered by email, facsimile or post. Email notices to River Technologies Ltd must be addressed to support@rivertechnologies.co.uk. They must not be addressed to any individual's email address.