

# MICROCARE SYSTEMS LIMITED

## Terms and Conditions for Telephony Services

Effective Date: 1<sup>st</sup> June 2010

### 1. DEFINITIONS

**Business Customer:** A customer receiving services at a business premises, including any representative reasonably assumed to be acting with authority.

**Call:** Any communication (voice, data, or otherwise) over any line provided under this Contract.

**Call Charges:** The fees payable for each Call made using the Service.

**Charges:** All fees due from the Customer, including setup, line rental, service usage, and maintenance, as detailed in the Tariff Schedule.

**Contract:** The agreement between Microcare and the Customer incorporating these Terms.

**Customer:** The business client entering into the Contract with Microcare.

**Direct Debit:** Pre-authorised payment method for recurring Charges.

**Equipment:** Devices or software (excluding the Network) used with the Service.

**Main Telephone Socket:** The Network Termination Point connecting Customer Equipment to the Network.

**Microcare:** Microcare Systems Limited (company number 3204267).

**Minimum Period:** The initial term as specified in the Notification Letter (typically 36 months).

**Network:** Any telecommunications infrastructure used to deliver the Service.

**Network Operator:** The entity operating the telecommunications network.

**Notification Letter:** The confirmation letter from Microcare stating the Service Start Date and details.

**Service:** Telephone and call services provided via WLR, LLU, ISDN, SIP Trunking, or VoIP telephony.

**Small Business Customer:** A business with fewer than 10 employees or volunteers, not being a communications provider.

**Switchover Date:** The date the Service becomes active.

### 2. SERVICE DESCRIPTION

2.1 Microcare provides telephony services including WLR, LLU, ISDN, SIP Trunking and VoIP telephony, enabling the Customer to make and receive calls, and access related services.

2.2 Services may be delivered over Microcare's network or a partner network. Some services require transition to LLU, which may result in a brief service outage.

2.3 Orders may be submitted via web or signed documentation. Quotations are valid for 20 business days.

2.4 Microcare may assign telephone numbers or reconfigure technical settings in compliance with regulations or operational needs.

### 3. COMMENCEMENT

3.1 The Contract begins on the date Microcare accepts the order. The Service begins on the Service Start Date.

### 4. DURATION

4.1 The Minimum Period is 36 months commencing from the Service Start Date, unless otherwise stated. Upon expiry of the Minimum Period, or any anniversary thereafter, this Contract will automatically renew for a further period of 36 months (each a "Subsequent Term") unless either party provides written notice of termination at least 90 days prior to the end of the Minimum Period or the then-current Subsequent Term.

4.2 Small Business Customers: The Contract only renews with express written consent. Microcare will request this at least 90 days prior to term expiry.

### 5. SERVICE DELIVERY

5.1 The Customer must:

- Prepare the premises for installation.
- Provide access to engineers.
- Ensure necessary permissions are in place.

5.2 Microcare will use reasonable skill and care to deliver and maintain the Service, but some issues may be outside its control.

## **6. SERVICE USE**

- 6.1 The Service must not be used unlawfully, for nuisance calls, or in breach of regulatory guidelines.
- 6.2 Customer Equipment must comply with standards and not damage the Network.
- 6.3 All usernames and passwords provided by Microcare remain its property.
- 6.4 Microcare may suspend or adjust the Service for operational or legal reasons.
- 6.5 Customers may not sell or transfer phone numbers.

## **7. CHARGES**

- 7.1 Charges are based on usage, line rental, and any other services agreed. Full tariffs are available upon request.
  - 7.1a If the Customer requests to port any telephone number(s) from the Microcare platform to another provider, the following Number Export Administration Fees will apply and be added to the following month's invoice:
    - Single Line Number: £8.00 per number
    - Multi Line Number: £12.00 per number
    - Multi Line Number with Block of 1–100 DDIs: £42.00 per block
- These charges reflect the administrative costs involved in processing number exports and apply per port-out request.
- 7.2 Charges are subject to VAT and payable via Direct Debit.
  - 7.3 Microcare will give the Customer written notice of any changes to the Charges or the Tariff Schedule at least 30 days before the proposed change takes effect. If the Customer reasonably objects to the change, it must notify Microcare in writing within 21 days of the date of the notice. Microcare will then discuss options with the Customer in good faith. If no agreement is reached and the change would cause material detriment to the Customer, the Customer may terminate the affected service without early termination charges by giving 30 days' written notice. For the purposes of this clause, material detriment means a change that results in a significant increase in Charges for the same level of service, or the removal of a core element of the agreed service, which materially impacts the Customer's use of or access to the Service.
  - 7.4 Microcare reserves the right to increase Charges annually in line with the Retail Price Index (RPI) rate of inflation plus an additional 3.9%, based on the RPI figure published by the Office for National Statistics in February of each year. This increase will take effect from 1st April each year and will not require Customer consent or trigger a right to terminate under clause 7.3 unless the total increase exceeds RPI + 3.9%.

## **8. PAYMENT**

- 8.1 Invoices are issued monthly in arrears and must be paid within terms stated.
- 8.2 Late payment fees, reconnection charges, and interest may apply.
- 8.3 Continued non-payment may result in service suspension and account referral to debt recovery.

## **9. DISPUTED INVOICES**

- 9.1 Disputes must be raised within 14 days of invoice.
- 9.2 Undisputed portions of the invoice must be paid in full.

## **10. CHANGES**

- 10.1 Microcare may amend the Terms or Charges with notice.
- 10.2 Customers may request changes in writing; these are not binding unless confirmed in writing by Microcare.

## **11. TERMINATION**

- 11.1 The Contract can be terminated:
  - At the end of the Minimum Period with 90 days' notice.
  - If either party materially breaches the Contract.
  - By the Customer if changes are made to their significant detriment.
- 11.2 Early termination fees apply if the Contract is ended early:
  - Remaining line rental.
  - Actual call charges to date.
  - 25% of forecasted call spend for remainder of term.
  - £70 admin fee.

## **12. SUSPENSION OF SERVICE**

- 12.1 Microcare may suspend or terminate service if:
  - The Customer breaches the Contract.

- There is suspected fraud.
  - Payments are overdue.
- 12.2 Reconnection and admin fees may apply.

### **13. LIMITATION OF LIABILITY**

13.1 Microcare's liability is limited to:

- £500 per line.
- £1,000 per event.
- £10,000 in aggregate over 12 months.

13.2 Microcare is not liable for third-party network faults, indirect losses, or loss of business unless caused by gross negligence.

### **14. CONFIDENTIALITY & DATA PROTECTION**

14.1 Both parties agree to keep confidential information secure.

14.2 Microcare processes personal data in accordance with UK GDPR and the Data Protection Act 2018.

14.3 Credit checks may be conducted using credit reference agencies.

### **15. MOVING PREMISES**

15.1 Customers must inform Microcare of any address changes.

15.2 Line transfers may incur additional charges. Retention of existing numbers is not guaranteed.

### **16. DISPUTE RESOLUTION**

16.1 Microcare will attempt to resolve any dispute under its Complaints Handling and Dispute Resolution Code of Practice (see: <http://www.microcare-systems.co.uk>).

16.2 If a dispute cannot be resolved within 12 weeks of being raised, the Customer may refer it to:

- The Telecommunications Ombudsman: [www.otelo.org.uk](http://www.otelo.org.uk) / 0845 050 1614; or
- Ofcom: [www.ofcom.org.uk](http://www.ofcom.org.uk) / 020 7981 3040 or 0300 123 3333.

16.3 Disputes must be submitted in writing to Microcare's Customer Services Centre with full details.

16.4 Nothing in this clause prevents either party from exercising contractual rights and remedies.

### **17. GENERAL**

- Force Majeure: Neither party is liable for events beyond reasonable control.
- Assignment: Customers may not assign the Contract without written consent.
- Notices: Must be in writing and sent to the contact details on record.
- Entire Agreement: This document forms the entire agreement.
- Jurisdiction: Governed by English law.

### **CONTACT DETAILS**

For any questions or to report faults, contact:

Microcare Systems Ltd

Phoenix House, 100 Brierley Street, Bury, BL9 9HN

Email: [enquiries@microcare-systems.co.uk](mailto:enquiries@microcare-systems.co.uk)

Website: [www.microcare-systems.co.uk](http://www.microcare-systems.co.uk)