

**CLOUD, TELEPHONY AND DATA SERVICES CONTRACT AGREEMENT**



***IT** the way it should be*

# Cloud, Telephony and Data Services Contract

## Overview:

This document is a generic terms and conditions for all ongoing services provided by us, including but not limited to broadband, internet, mobile, telephone and hosted or other cloud-based services. Certain clauses will not apply to all services or may not apply equally, and so should be read in the context of the services which you are being provided. Please contact us for any clarifications you may wish us to make.

## 1. Definitions

- a. "Customer", "You", "Your", etc shall mean the named entity identified as the customer for the purpose of supply of services, or any employee, subcontractor, associate, or any person otherwise associated with the named entity.
- b. "Lansalot", "We", "Us", etc shall mean Lansalot Limited, any supplier, wholesaler, distributor, operator or otherwise 3<sup>rd</sup> party which we may engage to provide services in relation to the delivery of The Service, or any appointed and authorised representative thereof.
- c. "The Service" shall mean any cloud, software, telephony and/or data communications service applied for and supplied to You by or through Us, and which we have agreed to provide to You, including but not limited to landline/fixed-line telephony services, number termination services, internet and data connectivity services, hosted telephony services, cloud-based services, software subscriptions and software-as-a-service services, and the management and maintenance of any/all of these.
- d. "CPE" shall mean Customer Premise Equipment in the sense of any equipment which is owned or operated by the customer, outside of the equipment required for us to provide a service to you, including but not limited to modems, routers, telephones and telephone systems.
- e. "NTE" shall mean Network Terminating Equipment in the sense of any connectors, sockets, wires, or other electronic equipment normally required for us to provide a service to you.
- f. "Act" means the Telecommunications Act 1984 as amended or modified from time to time.

## 2. Lansalot Responsibility

- a. Under the terms and conditions of this agreement We undertake to,
  - i. Provide The Service for which You have applied, and We have quoted to provide to You.
  - ii. Respond to reports of faults and liaise with You to resolve any such fault.
  - iii. Provide workable solutions, as agreed with You, where the normal mode of operation is interrupted or must be changed.
  - iv. Advise You in advance of any planned works to be undertaken by Us, which may introduce a delay or disruption to Your normal use of The Service.

For the avoidance of doubt,

- b. In the case of internet and fixed-line telephony services, Our responsibility for The Service ends at the NTE socket. This is the connection socket provided to You to plug Your equipment into, and may be presented as one of the following, depending on The Service:
  - i. A BT-style telephone socket
  - ii. An RJ45 socket in the case of ISDN service
  - iii. An RJ45 or other appropriate type socket on the Network Termination equipment, such as an ISDN30 type box or Optical Network Termination (ONT)
  - iv. Another appropriate connector type which from time to time may be required to provide The Service.
- c. We will endeavour to advise when We believe CPE may be causing or contributing to a fault.
- d. We cannot guarantee The Service will be ready for use on any particular date and We shall not be liable for any failure to provide You with The Service on or by any estimated date.
- e. We will use reasonable endeavours to provide the quality and coverage of service that We are able to provide to our customers generally.
- f. We will advise you of any additional charges which We may incur in relation to the installation, provision and maintenance of The Service to You, including but not limited to excess installation charges, engineering and engineer investigation time, and additional equipment which may be needed. These costs will be borne by You and paid in accordance with the normal monthly billing cycle, or as otherwise agreed in writing.

### 3. Response Times

Sometimes things do not go as smoothly as they should. Our support for The Service shall be provided based on these and various other noted limitations, conditions etc;

- a. Our working hours are defined as 0900 - 1700 Monday to Friday. These times exclude public and bank holidays. All support offerings for all services are based within the confines of these times, unless otherwise agreed in writing.
- b. We will aim to respond within 4 hours of a fault report. A response is where We investigate a reported fault with a view to providing an initial attempt to fix the problem. This does not guarantee that the fault will be fixed, nor that an engineer will be onsite within this time.
- c. Where a fault persists, We will endeavour to suggest and provide alternative arrangements for The Service, however We are under no obligation to do so under the terms of this contract.
- d. We will endeavour to liaise with and instruct any relevant and related 3<sup>rd</sup> party on your behalf with regards to the delivery of The Service

### 4. Hardware

- a. Faults of or relating to CPE are not covered under this contract, although We may include it under a separate maintenance contract. CPE includes, but is not limited to
  - i. Microfilter(s)
  - ii. Modems and Routers
  - iii. Hubs, switches and other network equipment e.g. wireless
  - iv. Cables and infrastructure cabling, also referred to as 'Customer Premise Wiring' or 'CPW'
  - v. Power supplies, electrical outlets
  - vi. Fax machines and telephony equipment connected to The Service.
- b. Where a fault is reported to Us and subsequently attributed to CPE, a charge may be levied for engineering time and for any replacement equipment We may have loaned or supplied to you for the purpose of ascertaining that CPE is/was the cause of the fault.

### 5. Telephony Service

This section relates to normal telephone services, usually associated with voice-related services although can sometimes be used for data (e.g. with an analogue modem or digital terminal adaptor). In using the telephony service, you understand and agree that:

- a. Calls are billed per-whole second.
- b. All billable calls are subject to a minimum call charge of 1p +vat.
- c. Some services are subject to a connection charge, either in addition to, or alternative to, a per-minute charge. These are set by the operator of the service and we do not apply a connection charge to calls where we are not subject to one (e.g. calls to landlines, mobiles, and most international landline and mobile services are not subject to a connection charge).
- d. Calls made via VoIP to the emergency services including 999, and 112 and any other such numbers as amended from time to time;
  - i. are delivered initially to a contact centre, who will confirm the physical address of the caller before connecting them to the relevant emergency service, and
  - ii. Require that you have power to your VoIP telephone, your internet router and all other intermediary equipment, and also a working internet connection, and
  - iii. Require that you have completed and returned Appendix A to us, and
  - iv. Are delivered through the public internet, and therefore may not be handled or routed with the same priority or urgency as emergency calls made via a traditional fixed-line or mobile telephone, and
  - v. May be subject to a usage charge, and
  - vi. Must not be made other than in an emergency. Hoax calls and testing of the emergency services call centre is considered misuse and will be subject to a charge.
- e. As a result of clause 5d We recommend that calls to the emergency services are made from a mobile or other fixed-line connection, and that a basic telephone that does not require power (i.e. NOT a cordless phone, which DOES require power) is kept connected to your fixed line connection for such emergency use.

- f. Call packages for inclusive minutes are charged in advance per-calendar month, and unused minutes do not roll-over.
- g. The telephone number associated with The Service cannot be guaranteed until the engineer has completed all works relating to the installation of The Service and it has been fully handed over. We advise you not to prepare marketing material based on this number until and unless it has been fully commissioned and confirmed by us that the number will not change.

## 6. Acceptable Use

Certain services may be provided under a limited or fair-usage policy, and by using the service You understand and agree that;

- a. You are responsible for all usage inside and outside of the fair usage and general acceptable use policies and your inclusive allowance package(s).
- b. Should it occur that your usage falls outside of any inclusive allowances, one or more of the following will occur:
  - i. You will be charged at the prevailing rate for any and all usage outside of your allowance, and/or
  - ii. The service will be reduced or limited in some way, and/or
  - iii. The service will be suspended.
- c. Any and all additional charges incurred due to contravention of any fair usage policies are to be paid by You.
- d. Fair Usage policies and the charges for usage outside of the Fair Usage Policy may differ depending on which service(s) you take from us.
- e. Policies may be changed or updated without notice, although We will endeavour to inform you of changes where reasonably practicable.

In addition to the fair usage policies, the following general acceptable use policies apply to The Service:

- f. You may not use or allow The Service to be used for any of the following, or in connection with any of the following:
  - i. anything illegal, fraudulent or in general contravention of any current laws; or
  - ii. anything defamatory or likely to cause emotional hurt, distress or general bad-feeling to any person or organisation past or present; or
  - iii. slanderous or libellous purposes; or
  - iv. terrorism; or
  - v. an SMTP open relay, nor must You allow any SMTP server You operate through The Service to become compromised and used as an open relay; or
  - vi. artificial inflation of traffic; or
  - vii. nuisance or unsolicited calls or email (commonly called 'spam'); or
  - viii. to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity, human rights etc) of others; or
  - ix. in a way which (in Our reasonable opinion) brings Our name or the name of any of our Providers into disrepute, or which places Our or our Providers in breach of the Act or of other permission or consent held by any party; or
  - x. Automated diallers, or Message Broadcasting; or
  - xi. Falsely representing any individual, group or organisation; or
  - xii. Allowing (knowingly or unknowingly) any information related to the above sub-clauses to be transmitted through The Service.
- g. You are responsible for all data transmitted through The Service, and as such will be held accountable for any and all transgressions of this acceptable usage policy, including
  - i. Unauthorized access to The Service through any secured or unsecured channels; and/or
  - ii. Intentional or unintentional contraventions of this acceptable usage policy.
- h. Usage outside of the Acceptable Use and/or the Fair Usage Policies are liable to incur costs in respect of investigation, resolution, and damages, and management of any and all of these mentioned items, for which You will be liable.
- i. All usage of The Service shall be further governed by the General Data Protection Regulations (as amended and applicable at the time), the Act, any relevant codes of practice or regulation, and the general laws of England and Wales at the prevailing time of such usage.

- j. You must further use The Service in accordance with all reasonable instructions We may from time-to-time issue to You.

## **7. Exclusions**

Certain items are explicitly excluded from our responsibility under this contract, namely;

- a. CPE Hardware failure (as per clause 4).
- b. Viruses, spyware, malware and any such similar malicious software, and the effects thereof.
- c. User-inflicted problems, including those occurring as a result of neglect, abuse or misuse, and deliberate or malicious damage, whether physical or electronic.
- d. The effects of Your response to Phishing emails.
- e. Any and all costs incurred to execute the warranty procedure on equipment covered by a third party warranty.
- f. The effects of spam.
- g. Repairs or alterations made by anyone other than Our authorised representative (except those made under explicit instructions from Our authorised representative).
- h. Consumable items and the use or fitting thereof, including but not limited to, printer cartridges, photoconductor and developer units, floppy discs, compact discs, DVDs, batteries, tape or optical media.
- i. The effects and/or actions of hackers.
- j. Damage caused by lightning or electrical storms, regardless of their being protected by a surge protection device.
- k. Damage or loss of service caused by power surges, spikes, black-outs or brown-outs.
- l. Damage caused by fire, flood, or any other naturally occurring destructive force, whether incurred directly, indirectly, or as a result of such event (e.g. Water from sprinkler systems, or smoke damage from a nearby fire).
- m. Loss of service through loss of electrical power at your site.
- n. Loss of data for any reason, including but not limited to those described above.
- o. Degradation or change of performance of The Service caused or influenced by factors outside of Our control.
- p. Any loss of service resultant from or associated with any such failure outside of Our reasonable control, including but not limited to those set out above.

## **8. Customer responsibility**

You undertake that in entering into this agreement, You understand and accept certain responsibilities, including

- a. To pay for all services supplied to and/or consumed by You
- b. To keep up payments in a timely manner. Any and all service may be suspended, and Our responsibility to provide and maintain it will cease, if You do not keep up payments. We define this as –
  - i. a payment not being received before the next invoice is due, or
  - ii. usage which would put You outside of your general credit terms with Us, or
  - iii. as otherwise agreed in writing.
- c. Time will be of the essence in all matters relating to payment of The Service.
- d. Any dispute relating to charges on your account must not prevent payment for any other services being processed, or this will be considered non-payment.
- e. We reserve the right to pursue You for any and all outstanding monies owed to us.
- f. We reserve the right to pursue You for any and all costs and charges related to the termination of the service.
- g. We reserve the right to pursue You for any and all costs and charges related to your usage, over-usage or abuse of the service regardless of whether it has since been terminated.
- h. You must keep secret any and all details relating to access of The Service, including but not limited to user-names, password, PIN numbers and other related personal access and account codes.
- i. At all times it is Your responsibility to ensure that We do not incur any unforeseen costs caused by You or incurred within Your domain of responsibility, and that any costs incurred by Us in connection with providing and maintaining The Service are kept to an absolute minimum.

- j. You must allow Us physical and logical access where we reasonably request it for the purpose of fulfilling this contract. Where access has been pre-arranged but then is unavailable, a charge will be levied.
- k. You must obtain the approval or consent of any 3<sup>rd</sup> party whose approval or consent must be sought for us to install The Service. This may include Your landlord and/or neighbours where access may be required to Your or their premises, rights or agreements of wayleave, etc.
- l. In all dealings with us, you undertake to act in a courteous and professional manner and not to be abusive, and We undertake to do the same.
- m. Where you sign this contract on behalf of a company or organization with several representatives, an authorised representative (for example, a director) must provide us with the name(s) of representatives who may authorize chargeable work and or supply of goods to You. Furthermore, a central point of contact should be nominated to manage dialogue between Your and Our representatives. This means that when dealing with faults for example, there is one point of contact within Your organization who will report the fault to Us, and this person will be updated as the fault progresses to a resolution.
- n. You will fully comply with The Act and any applicable laws, legislations, judgements, regulations, restrictions or similar to which You may be subjected.
- o. It is Your responsibility to enquire which Acceptable Use Policies apply to each Service and make suitable arrangements to ensure an agreement is made in writing that an outcome acceptable to You will occur, should you be or become subject to any action as a result of clause 6.
- p. It is Your responsibility to enquire about any specific out-of-bundle or non-inclusive charges, and any usage charges which apply to The Service.
- q. You understand that no service can be fault free all of the time and may be affected by things outside of Our control, including but not limited to faults in other telecommunications networks. We do not warrant or make any guarantee that the service will be free of faults and/or interruptions. We will not be liable for any failure of services or failure to provide services howsoever the interruption, fault or failure may occur.
- r. You must provide and maintain an electrical supply where and as necessary for Us to provide The Service, and bear all costs associated with this.
- s. Should We need to make changes to The Service for regulatory or technical reasons, You are responsible for bearing costs associated with making changes to CPE and CPW.
- t. You shall not move, modify, relocate, or otherwise interfere with any of Our Equipment which is installed on your premises. You must not allow Our Equipment to be serviced, repaired, or maintained by anyone other than our authorised representative.
- u. You agree to take good care of Our Equipment, and agree to be responsible for any loss or damage occurring to the equipment after we have installed it. You are advised to take out appropriate insurance.
- v. You will not sell, assign, mortgage, charge, under-let or part with possession of Our Equipment or any interest You may have in it, and You will not permit anyone else to do so.

## **9. Non-disclosure**

Both parties undertake that,

- a. Personally identifiable data is subject at all times to the EU General Data Protection Regulations, as amended from time to time.
- b. During the course of this agreement, and for a period of 12 months thereafter, no personally identifiable information, trade secrets, personal, or potentially professionally detrimental information shall be disclosed to any other party, unless required by a warrant or court order issued under the laws of England and Wales.
- c. Any intellectual property created by either party remains the property of the respective party, and that the physical location of this property (such as documentation) does not necessarily represent ownership.

## **10. General & Miscellaneous**

- a. Service and access provision charges are normally billed per-calendar month in advance.
- b. Usage charges (such as phone calls) are normally charged per-calendar month in arrears.

- c. Each item of this contract is to be binding individually and of itself, in addition to being binding in the context of the whole sentence, paragraph, section and the whole contract.
- d. If any section of this agreement is found to be invalid by a court or government agency, the remainder shall still, to the maximum extent possible, remain in force, legal and valid.
- e. This agreement is personal to you and may not be transferred to anyone else without our prior written agreement. We may transfer any of our rights under this agreement to any third party.
- f. We reserve the right to alter the terms of this agreement, and will provide reasonable notice should any change materially affect the agreement.
- g. You will not acquire any rights in relation to any telephone number(s) or any code or number allocated by us in connection with the service, nor any rights over any software or intellectual property relating to the service that may be created or used by either You or Us prior to, during, or after the existence of this contract, save for those granted by Us which will be governed by their own individual contract, usage policy, license agreement or similar.

#### **11. Renewal, Suspension and Termination**

- a. This agreement initially runs for the minimum commitment period of the service, which We will have advised You as part of the quotation process.
- b. After the initial minimum commitment period, services typically renew on a 30-day basis.
- c. This agreement and services will continue and renew automatically unless cancelled.
- d. Notice that you wish to terminate this agreement must be received and confirmed by us in writing prior to the automatic renewal.
- e. Should you wish to terminate this agreement before the renewal date, Early termination will incur fees equal to
  - i. The sum of the remaining initial minimum term of the agreement, plus
  - ii. Where the contract is less than 30 days from expiry, the cost of 30 days service, less the pro rata cost for the number of complete days remaining in the contract, or
  - iii. Where the contract has automatically renewed, 30 days normal service provision charges.
- f. Termination of The Service can occur at any time during the notice period, unless you instruct us otherwise.
- g. Normal termination will occur at the end of the 30 day notice period unless you instruct us otherwise.
- h. We may limit, suspend or terminate your service at any time;
  - i. in accordance with clauses 6 and/or 8
  - ii. if You become insolvent (in accordance with the insolvency act) or appoint insolvency practitioners, or You go into administration or You become bankrupt
  - iii. If We otherwise have reason to believe You will be unable to pay for The Service or Your usage thereof
  - iv. If We believe that the security of Your account has been compromised in any way
  - v. If We believe that The Service is being used fraudulently
  - vi. If We believe that it is in Your and/or Our best interests or is otherwise necessary to protect You and/or Us.
- i. Any termination of The Service may be subject to a termination or cessation fee.

#### **12. Indemnity**

You agree that by using The Service

- a. You will defend Us, indemnify Us and hold Us harmless from and against all costs, charges and expenses including legal fees arising out of the use or mis-use of The Service
- b. By using The Service, You agree to indemnify us against any and all legal proceedings and financial liability.
- c. We shall not be liable under or in connection with this agreement for any subsequential or consequential or direct or indirect loss, including data corruption or destruction, loss of business or revenue or profits or anticipated savings or income of any sort, or any material or financial loss however so otherwise incurred.
- d. We do not warrant that The Service will be fit or suitable for any specific purpose or requirements, and by using The Service You agree that You have carried out due diligence and

consider that The Service is, notwithstanding the terms of this agreement, suitable for the purpose for which You intend to use it.

**13. Acceptance**

- a. By signing our formal quotation for installation and supply of The Service, You accept and undertake to be bound by the terms of this agreement, until such time as it is lawfully terminated.



## Appendix A – VoIP Emergency Services

We are required to keep on file a signed copy of this form, confirming the normal operating address for each DDI telephone number on the VoIP system. This information will be forwarded to the emergency services, should you ever contact them.

Please use BLOCK CAPITALS to complete this form. One form must be completed and signed for each phone number or block. If all numbers are used only at the same location, enter these in 'Additional DDI numbers'. Should a change occur to the address details, you are required to re-submit this form for each number we provide.

Telephone Number supplied:	
Title (Mr, Mrs, Dr etc): <i>(If not a business)</i>	
Firstname: <i>(If not a business)</i>	
Surname or Business name:	
Honours: <i>(If not a business)</i>	
Business Suffix (Ltd, PLC, etc):	
House Number/Name: (eg 24, Bleak House)	
Street Name / Thoroughfare:	
Locality (Village/Area & Town/City):	
Postcode:	
Additional telephone numbers supplied by Lansalot used at this address:	
<p>I understand that this service allows calls to the emergency services numbers 999 and 112.</p> <p>I have read section 5 of Lansalot's Services Contract Agreement and I therefore understand that calls – including those to the emergency services - will fail if there is a power cut or my broadband connection otherwise fails.</p>	<i>Signed:</i>