

DF Communications

Telecommunications Services Contract Pack

This document sets out the standard terms governing the provision of telecommunications services supplied by Dick Fleming Communications Ltd trading as DF Communications.

1. Master Services Agreement

1.1 Parties

This Agreement is between:

Dick Fleming Communications Ltd (DF Communications)

Registered in Scotland (Company No. SC057366)

Registered Office: Johnstone House, 52–54 Rose Street, Aberdeen, AB10 1HA

and

The Customer identified in the relevant Sales Order.

1.2 Scope of Services

These Terms govern the supply of:

- Hosted Telephony (VoIP)
 - Business Broadband
 - Leased Lines / Ethernet Services
 - SIP Trunks
 - Telecommunications Equipment
- Professional Services including installation and configuration
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1.3 Formation of Agreement

An Agreement becomes binding when:

- The Customer signs or accepts a Sales Order
- The Customer accepts a quotation or proposal
- DF Communications begins provisioning services
- Equipment is dispatched to the Customer

1.4 Contract Term

Services are provided for the Minimum Term stated on the Sales Order.

Unless otherwise agreed, services will continue on a rolling 30-day agreement after the Minimum Term.

1.5 End of Contract Pricing

Where promotional or discounted pricing applies during the Minimum Term:

- The promotional pricing will expire at the end of the Minimum Term
- Services will revert to DF Communications' standard tari+ pricing

Continued use of the services following the Minimum Term shall constitute acceptance of the applicable standard pricing.

Customers wishing to review pricing or enter a new contract term should contact DF Communications prior to the end of the Minimum Term.

2. Charges and Payment

2.1 Charges

The Customer agrees to pay all charges including:

- Setup fees
- Monthly service charges
- Call charges
- Equipment charges
- Professional services
- Installation costs

All prices are exclusive of VAT.

2.2 Invoicing

Invoices may include:

- Recurring service charges (billed in advance)
- Call charges (billed in arrears)
- Equipment charges
- Professional service charges

Invoices are issued monthly.

2.3 Payment Method

Unless otherwise agreed, payments must be made by Direct Debit.

Where Direct Debit is not in place, DF Communications may apply an administration fee.

2.4 Late Payment

DF Communications reserves the right to charge interest on overdue invoices at:

5% per month or £10 (whichever is greater).

Failure to pay invoices may result in service suspension.

3. Pricing Reviews

DF Communications may review pricing annually.

Service charges may increase by up to:

Retail Price Index (RPI) + 3%

to reflect inflation and supplier increases.

3.1 Supplier Price Changes

Where underlying carriers (including Openreach, CityFibre, Zen Internet, Sky Business or others) increase their charges, DF Communications reserves the right to pass through those increases.

Customers will be given reasonable notice where possible.

4. Service Level Agreement (SLA)

4.1 Service Availability

DF Communications will use reasonable efforts to maintain reliable service availability consistent with industry standards.

4.2 Fault Reporting

Faults should be reported to the DF Communications support desk.

Support hours and response targets may vary depending on the service type.

4.3 SLA Exclusions

Service availability targets do not apply where issues arise due to:

- Customer equipment
 - Customer internal networks
 - Power failures
 - Internet outages
 - Third-party infrastructure
 - Force majeure events
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5. Hosted VoIP Terms

5.1 Service Description

Hosted VoIP services provide cloud-based telephone services delivered over IP networks.

5.2 Internet Dependency

VoIP services require:

- Internet connectivity
- Electrical power
- Functional network equipment

If internet or power fails, the service may not operate.

5.3 Emergency Calls

VoIP services support access to 999 and 112 emergency services.

However service availability may be affected by:

- Broadband outages
- Power failure
- Network disruptions

Customers must ensure correct address details are registered.

6. Connectivity Services

6.1 Third Party Infrastructure

Connectivity services may rely on infrastructure from suppliers including:

- Openreach
- CityFibre
- Virgin Media Business
- Sky Business
- Zen Internet
- ITS Technology

Installation timelines depend on third-party build schedules.

6.2 Installation Requirements

Customers must provide:

- Safe access to premises
 - Suitable power supply
 - Internal cabling where required
 - Appropriate equipment environment
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7. Number Porting Terms

7.1 Porting Requests

Customers requesting number ports must provide accurate port documentation.

7.2 Dependency on Losing Provider

Number port completion dates depend on the Losing Communications Provider (LCP).

DFC cannot guarantee exact porting dates.

7.3 Port Rejection

Port requests may be rejected where:

- Incorrect information is supplied
 - Numbers are assigned to different providers
 - Contractual restrictions exist
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8. Acceptable Use Policy

Customers must not use the services:

- For unlawful purposes
- To distribute spam or unsolicited communications
- To transmit malware or malicious software
- To infringe intellectual property rights
- To disrupt network operations

DFC reserves the right to suspend services where misuse is identified.

9. Data Protection and GDPR

Both parties agree to comply with:

UK GDPR

Data Protection Act 2018

The Customer acts as Data Controller.

DF Communications acts as Data Processor where personal data is processed through telecommunications services.

DFC will implement appropriate security measures.

10. Equipment Terms

10.1 Ownership

Unless purchased outright, equipment remains the property of DF Communications or its finance partners.

10.2 Customer Responsibilities

Customers must:

- Maintain equipment in good condition
 - Use equipment in accordance with manufacturer guidelines
 - Protect equipment from damage
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10.3 Return of Equipment

Upon termination of services, equipment must be returned where ownership has not transferred.

11. Limitation of Liability

DF Communications total liability shall not exceed:

the total charges paid by the Customer during the preceding 12 months.

DFC shall not be liable for:

- Loss of profits
- Loss of business
- Loss of data
- Indirect or consequential losses

Nothing limits liability for:

- Death or personal injury caused by negligence
 - Fraud or fraudulent misrepresentation
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12. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control including:

- Natural disasters
 - Power outages
 - Network failures
 - Industrial disputes
 - Government restrictions
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13. Termination

Either party may terminate the Agreement by providing 30 days written notice following the Minimum Term.

DFC may terminate services immediately where the Customer:

- Fails to pay invoices
 - Breaches acceptable use policies
 - Becomes insolvent
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14. Regulatory Compliance

DF Communications operates in accordance with regulations set by:

Ofcom – UK Communications Regulator

Customers must comply with applicable telecommunications laws.

15. Governing Law

This Agreement shall be governed by the laws of Scotland.

Any disputes shall be subject to the jurisdiction of the Scottish courts.
