



Telephony Services Contract

These terms and conditions of service ("Terms") govern the provision of the Service by Andisa to its Customer ("You"). By using the Service, You agree to be bound by these Terms in their entirety and these Terms form the basis of the agreement between You and Andisa IT Consultants Ltd for the Service.

1. Introduction to our Company and Services

Andisa IT Consultants Ltd is an independent Internet Telephony company that delivers communications services to both business and residential customers both nationally and internationally.

2. Service

The Service offered is a Voice Over IP telephony service and/or an analogue telephony service, both covering regular national and/or international telephone calls to or from other operator networks (i.e. BT's). You access the Service by using the telephone in a traditional manner.

The **Voice Over IP** Service is provided on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications services. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

IMPORTANT INFORMATION: If your Broadband Connection fails, your voice service will also fail. Your service may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of our control.

You confirm your order for the Service by using the service to make / receive calls or to receive voicemail or FAX messages.

Andisa IT Consultants Ltd has the right to perform a credit check to determine credit worthiness. This agreement shall enter into effect on the date that you/your installer receive account credentials from Andisa IT Consultants Ltd.

3. Duration

The minimum contract term for any of our VoIP telephony services is 2 months.

The minimum contract term for any of our CPS telephony service is 1 year.

The minimum contract term for any of our broadband services is 6 months.

Andisa IT Consultants Ltd guarantees a high level of call quality across their VoIP and Broadband networks. In the unlikely event of a continued service quality issue on either the VoIP network or the broadband network, Andisa IT Consultants Ltd will not hold you to the minimum contract period for these services contract period, should you wish to terminate or migrate your service. Early contract termination needs sign off by a company Director and their decision is final. Early contract termination must be backed up by Andisa Call Log references (ACL numbers) and full fault history.

We aim to provide service within stated lead times, subject to the availability and installation of any equipment and, where appropriate, lines to your premises. If we need to carry out a survey of your premises or additional work is required to provide the service e.g. the laying of additional cabling, we will inform You of the revised timescales as soon as we can.

4. Cancellation

If You decide to cancel your order or agreement before we have provided the services, You may do so without charge within ten days after your order is placed. This applies to the telephony service only,

as all connectivity orders will be subject to a one month service fee, including the original set up fee, immediately on order.

After ten days, if You do decide to cancel, we will charge You an administration fee. If You have purchased services on a 2 month basis and You wish to terminate your contract within the minimum term of 2 months, we will require confirmation in writing and the minimum term will be charged. After the minimum term You can cancel any service by emailing our Customer Service Helpdesk on supportdesk@andisa.net and giving us a minimum of one months notice.

Broadband services and their underlying telephony line have minimum term 1 year and have 90 day notice periods.

5. Payments

Andisa IT Consultants Ltd will bill You monthly for all services by monthly invoice.

Andisa IT Consultants Ltd will post all charging rates in its "tariff pricelist" at its website <http://www.andisa.net>. It is your responsibility to keep up to date with the "pricelist" and latest tariffs. Call rates DO NOT vary based on your geographical location. Call rates are subject to change without prior notice. Any call rates provided for download are provided for information purposes only and Andisa IT Consultants Ltd is not liable for any inaccuracies or mismatch with billed calls.

All calls incurred during a month are billed on the 1st/2nd working day of the following month. Itemised call reports are available from the web portal.

It is your responsibility to settle all invoices issued under this service charges within 2 weeks from receipt.

Andisa IT Consultants Ltd will consider queries relating to the calculation of the due amount only if raised within 10 working days from the date of the charged invoice.

Andisa IT Consultants Ltd reserves the right to require You to make a deposit in order to continue to use the Service.

If any invoice issued under this service is not settled within 2 weeks then the service will be disabled. A £50.00 plus VAT re-instatement charge will be applied to Your account in order that it can be reenabled.

If any invoice under this service is not settled within 6 weeks then the service can be terminated by Andisa without notice. In this state it will not be possible to transfer the number to a different supplier.

All outstanding fees are still due when the service is terminated and a £100.00 plus VAT reconnection fee will be charged to recommence the service.

6. Your Responsibilities – Fault Reporting

Andisa IT Consultants Ltd operate a help desk during office hours, Monday to Friday 09:00hrs to 17:30 hrs. It is your responsibility to report faults or disturbances in the Service to Andisa IT Consultants Ltd by sending an e-mail with a description of the problem to supportdesk@andisa.net. Andisa IT Consultants Ltd will take all reasonable measures to correct the problem as soon as possible and aim to have this investigated and repaired within 24 hours.

We also have informal out of hours support with staff often available from as early as 8am and as late as 6pm. Staff will often monitor email, IRC, news, and SMS reports in the evenings and weekends, in their own time. Many faults can be rectified quickly even out of hours.

**Before contacting us please connect an analogue handset directly into the BT phone socket on the wall and check for a clear, undistorted dial tone. This simple procedure will help us identify the problem quicker.
Call us on 01423 290029 and tell us what the status is on the line.**

You must:

a) inform Andisa IT Consultants Ltd if You are moving home or office. Please email supportdesk@andisa.net no later than 15 working days before your moving date. We will amend your account and billing requirements as necessary. We will endeavour to offer You the same telephone number to minimise disruption.

b) inform Andisa IT Consultants Ltd in writing if You change or cancel your subscription with BT (or equivalent operator) within 10 days of such a change, otherwise the Services to You may be interrupted.

c) not use the Service to:

i) make any hoax call to emergency services or transmit defamatory, offensive, abusive, obscene or menacing material;

ii) violate or infringe the rights of others; or

iii) commit fraud or any criminal offence.

d) inform Andisa IT Consultants Ltd immediately of any suspected unauthorised use of the Service.

e) indemnify Andisa IT Consultants Ltd against all liabilities, claims, damages, losses and expenses arising from any breach of these Terms and /or the use of the Service.

Andisa IT Consultants Ltd reserves the right to terminate a call and/or your further use of the Service at once when any amount due to Andisa IT Consultants Ltd remains unpaid.

7. Your Responsibility – Call Costs.

VoIP phone systems rely on the internet for transferring data. The internet is a public network and you need to ensure that all passwords for phones and the CloudCalling portal are kept secure.

If you change any passwords then you should make sure they are complex.

You are responsible for all call costs made through the services. You should make sure that all employees understand their abilities and in particular your own company policy for use of the system when making calls to non-business related or international, mobile and premium rate numbers.

8. Liability

You acknowledge that the Service provided by Andisa IT Consultants Ltd is a business grade telephony service provided for your use and which you are free to cancel at any time (subject to our cancellation terms, section 4). Accordingly You acknowledge and agree that having read and understood these Terms, they and any limitations in them, are agreed by You to be fair and reasonable in all the circumstances that affect Andisa IT Consultants Ltd's provision of the Service. You will be liable at all times for all calls, whether authorised or unauthorised, made from your registered numbers, in accordance with our call records, unless such unauthorised use is wholly attributable to an act or omission of Andisa IT Consultants Ltd.

Andisa IT Consultants Ltd warrants that it will provide the Service with reasonable care and substantially as described in these Terms. Andisa IT Consultants Ltd does not make any other promises or warranties about the Service. Andisa IT Consultants Ltd will not be liable for any loss or damages arising out of the Service. Andisa IT Consultants Ltd shall not be liable for any indirect or consequential loss or damage arising out of this agreement. Andisa IT Consultants Ltd shall not be liable for any loss or damage arising in connection with interrupted telephone calls or connections, lost telephone messages, delays or any other interference in the Service, or additional costs for having to redirect traffic to another operator.

9. Transfer

This agreement is personal between You and Andisa IT Consultants Ltd and no third parties shall derive any rights under it or be entitled to enforce any of its terms.

You may not assign your agreement with Andisa IT Consultants Ltd to another party without our written permission. Andisa IT Consultants Ltd may assign this agreement to another party for the purpose of providing the Service by written confirmation to You (e-mail is acceptable as written confirmation).

10. Law and Jurisdiction

This agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

All claims to Andisa IT Consultants Ltd must be made in writing to the Andisa IT Consultants Ltd address on page 1 of this agreement.

11. Change of General Terms and Conditions

Andisa IT Consultants Ltd may vary these general Terms at any time due to prevailing conditions affecting the provision of the Service, by posting the changes at least ten days in advance on the Andisa IT Consultants Ltd website <http://www.andisa.net>.

If You do not accept such changes You have the right to cancel the agreement with Andisa IT Consultants Ltd with immediate effect by written notice to Andisa IT Consultants Ltd within the notice period before the changes take effect. Cancellation requests must be made in writing and be sent to Andisa IT Consultants Ltd at: Harrogate Business Centre, Hookstone Avenue, Harrogate, HG2 8ER

12. Emergency Services - 999 Dialling

The **Voice over IP Service** supports traditional 999 or E999 access to emergency services.

IMPORTANT INFORMATION: By agreeing to this Telephony Services Contract, You understand that the VoIP service allows calls to the emergency services numbers 999 and 112. You also understand that calls will fail if there is a power cut or the broadband connection fails. These failures may be caused by reasons outside of our control.

13. Emergency Location Information

Normally the Emergency location of the provided phone number will be recorded with the billing address for the service. You must email supportdesk@andisa.net if this needs altering.

14. Entire understanding

These Terms represent the entire understanding between You and Andisa IT Consultants Ltd with reference to Telephony. All other prior or contemporary written or oral agreements, understandings, communications or practices shall be superseded and of no effect.

15. Data

You agree not to reproduce, copy, sell, resell or exploit for any commercial purpose any part of, use of or access to the Service or the Andisa IT Consultants Ltd website.

16. No waiver

No failure by either party to enforce any right under these Terms and Conditions shall be construed as a waiver of such right or any other rights. If any part or parts of these Terms are found to be invalid, the remainder of these Terms will remain in force.

17. Other websites

Andisa IT Consultants Ltd has no control over other websites and resources that You may access via its website. You acknowledge and agree that Andisa IT Consultants Ltd is not responsible for the availability of such external third party websites or resources and that Andisa IT Consultants Ltd does not specifically endorse or bear any responsibility or liability for any specific product, content, advertising or other items on or made available by such websites or resources.

18. Complaints

Andisa IT Consultants Ltd operates a Customer Code of Conduct for Complaints and Dispute Resolution. Email supportdesk@andisa.net for details.

Customer placing order:

YOUR NAME AND ADDRESS

Schedule of Service

Services Provided

1. VoIP extensions and number.

Delivery Address

YOUR ADDRESS

Billing Address

YOUR ADDRESS

Signed:

Name:

Position:

Date:

Thank you for choosing Andisa IT Consultants Ltd for your IP telecommunications service.

Amendment Date
1st September 2020