Intellect Communications

Customer document

Customer terms and conditions

Version 1.0

April 2026

We take care of the telecoms, so you can take care of business.

Version 1.0 | April 2026
Telecoms Group International Ltd t/a Intellect Communications, company no. 10526115, 20-22 Wenlock Road, London N1 7GU
01270 814 814, www.intellect-comms.com

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1. About these terms

1.1 Who we are. These terms are between you and Telecoms Group International Ltd, trading as Intellect Communications ("we", "us"). We are registered in England and Wales, company number 10526115, registered office 20-22 Wenlock Road, London N1 7GU.

1.2 How to reach us. Phone 01270 814 814. Website www.intellect-comms.com. Email for notices and complaints: support@intellect-comms.com.

1.3 What the contract is made of. Your contract is these terms, your order form, any service-specific terms (for example our acceptable use policy) and any promotional terms shown on your order form. If they conflict, the order form comes first, then service-specific terms, then promotional terms, then these terms.

1.4 Business customers only. You confirm you are buying for your trade, business or profession, not as a consumer.

1.5 Small business customers. Some rules protect small businesses. Where a clause says it applies to a small business customer, it applies to you if you fit the definition below. If your size changes during the contract, tell us.

1.6 Key words.

Word	What it means
Business day	Monday to Friday, except bank holidays in England
Working hours	9:00 to 17:30 on a business day
Charges	What you pay us for services, set out on your order form or in our price list
Contract	The agreement described in 1.3
Data protection law	The UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, each as amended
Equipment	Hardware and software-related products we supply to you, as listed on your order form
General Conditions	The General Conditions of Entitlement set by Ofcom under the Communications Act 2003
Minimum term	The fixed period shown on your order form, if your service has one
Number	A telephone number we supply or port to you
Ofcom	The Office of Communications
Order form	The order, quote or online order that lists what you are buying
Price list	Our current prices, at www.intellect-comms.com
Seat	One user licence or extension on a hosted voice service
Services	Everything we supply other than Equipment, as listed on your order form
Service levels	The support times and targets in our Service Level Agreement (see section 7)

Word	What it means
Site	The place of business where we supply services or equipment
Small business customer	A customer that is not a communications provider and is a microenterprise, a small enterprise or a not-for-profit customer, as Ofcom defines those terms
Supplier	A third party we use to provide all or part of a service
UK GDPR	The retained version of the General Data Protection Regulation (EU) 2016/679

1.7 Reading these terms. Headings are for ease of reading only. "Including" means "including without limit". A law means that law as changed or replaced.

2. Making a contract

2.1 Your order. Your order form is your offer to buy. A contract starts when we accept it. We accept by confirming in writing (email is fine) or by starting to supply what you ordered.

2.2 Our checks. We may accept an order only if:

- our credit check on you is satisfactory;
- for network services, a survey or test shows we can supply them (the price can change after a survey, for example if there are excess construction charges, and we will tell you before you are committed);
- for equipment, it is available in the timescale quoted; and
- we have checked the order form for errors and omissions and told you the result by email.

2.3 Credit checks. You agree to us carrying out credit and fraud-prevention checks on you and, for a small company or partnership, on your directors, owners and partners. We may ask for information to do this. The agencies keep a record of the search. Section 18 explains how we use personal data.

2.4 Contract summary. Before you are bound, we give small business customers a short summary of the key terms: the service, price, term, notice period, early termination charges and any price rises (in pounds and pence). The summary forms part of your contract.

2.5 Information you give us. You must give us accurate, complete information in good time, including technical details such as the type and capacity of your existing connections. If it is wrong and we incur cost because of it, you pay that cost.

2.6 Descriptions and savings. Brochures, drawings and descriptions are a guide only. Any saving we quote is an estimate. Speeds, capacities and dimensions are approximate unless the order form says otherwise.

2.7 Separate contracts. Each order is a separate contract, even if it is on the same order form. A delay or failure on one order does not let you cancel another.

2.8 Cancelling before the service starts. A small business customer may cancel a network, broadband or mobile service without charge at any time before the service is provided, and during the switching period if the order is a switch (see 5.13). Equipment already delivered or made specially for you is not covered by this right.

2.9 Other changes to an order. After we accept an order you cannot change or cancel it except as these terms allow, or if we agree in writing. If we agree, you pay our reasonable costs.

2.10 Your users. If a clause says you must not do something, you must also make sure your staff, users and contractors do not do it.

3. Term, renewal and ending a service

3.1 No automatic 12-month renewals. We no longer renew services for a further 12 months. How long each service runs, and how it ends, depends on the product.

3.2 Term and notice by product.

Product	Term	How it ends
Mobile (SIMs, bundles)	30-day rolling. No minimum term.	Either of us gives 30 days' notice.
Broadband	Your choice at order: 30-day rolling, or 12 months. Nothing else is offered.	Rolling: 30 days' notice. 12 months: notice to end on or after the last day of the term. After 12 months it becomes 30-day rolling.
Ethernet and leased lines	The term on your order form. It is always the same as, or longer than, our supplier's term for that circuit.	Notice to end on or after the last day of the term. After the term, it continues until either of us gives 90 days' notice.
Hosted voice	Charged per seat, per month. 30-day rolling, no minimum term.	Either of us gives 30 days' notice. You can add seats at any time.
Microsoft licences (monthly term)	30-day rolling, one month at a time.	Add, cancel or reduce licences by the 20th of the month for the change to take effect on the next month's bill.
Maintenance and support plans	12 months, then 30-day rolling.	After 12 months, either of us gives 30 days' notice.
Hardware, one-off charges, usage-only items	None.	There is nothing to cancel and no renewal notice. You pay for what you order or use.

3.3 When a term starts. A term starts when the service is live. For network services that is the connection date. For other services it is the start date on your order form.

3.4 Ending a service during its minimum term. If you end a service before the end of its minimum term, you pay an early termination charge. It is shown in your contract summary and order form. It is the charges for the months left in the minimum term for that service. There is no percentage uplift and no admin fee.

3.5 End-of-contract notices (small business customers). If your service has a minimum term, we will tell you before it ends. We send the notice by email, text or letter 30 days before the end of the minimum term. It will say:

- the date the minimum term ends;
- what you pay now, and what you will pay after that date;
- how much notice you need to give to end the service; and
- our best available deals for you, including prices we offer other customers for the same service.

3.6 Best tariff information every year. If you are out of contract, on a rolling term or past your minimum term, we will tell you once a year, in the month of your contract's anniversary, about our best deals that suit you.

3.7 Giving notice. You can give notice by email, post or phone, to the details in section 1. We confirm in writing. We do not ask you to write to a postal address only.

3.8 If we end a service. We may end a service without cause by giving you at least 90 days' written notice, or 30 days' notice for 30-day rolling services. You then pay no early termination charge, and charges stop on the end date.

3.9 Refunds. If a service ends, you are not owed back any part of a payment made in advance for a period already started, unless we end it without cause or because of our breach, in which case we refund the unused part.

4. Equipment and installation

This section applies if we supply equipment or installation.

4.1 Delivery and installation. We will deliver and install (where the order form says we will) with reasonable skill and care, within the estimated time. Dates are estimates, not guarantees, and time is not of the essence. The estimate runs from when we have everything we need from you.

4.2 Delivery instructions. Give us delivery instructions in good time. If you fail to take delivery, or delay it for more than 28 days after we tell you it is ready, we treat it as delivered. You pay the reasonable cost of storing it, and the balance of the price is due within seven days.

4.3 Delivery in instalments. If we deliver in instalments, a late instalment does not let you cancel the rest.

4.4 Getting your site ready. At your cost, you prepare the site as we reasonably ask. That includes mains power and environmental conditions that meet the manufacturer's specification, and any extra lines or connections. We recommend battery back-up for phone equipment. See 5.10 for what happens to emergency calls in a power cut.

4.5 Using equipment properly. Connect and use equipment (ours or not) only in line with the manufacturer's instructions and safety rules. Set it up so it cannot easily be used for fraudulent or unauthorised calls (see section 17). If you connect equipment that we do not support and it affects the service, we may ask you to remove it, and you must.

4.6 Risk and ownership. Risk of loss or damage passes to you on delivery. Ownership passes to you when we have received payment in full, in cleared funds. Until then you must keep the equipment safe, insured and identifiable as ours, and not sell, pledge or alter it. If you do not pay, we may ask for it back and, on reasonable notice, enter your premises to collect it.

4.7 Rented or supplied-for-service equipment. Equipment that we install only so you can use a service stays ours. Return it when we ask, or when the service ends. You pay for its loss or damage, except fair wear and tear or where we caused it.

4.8 Faulty equipment. If equipment is faulty because of poor design, materials or manufacture, we will repair or replace it free of charge for 12 months from delivery, if you tell us promptly after you find the fault. Report obvious defects within seven days of delivery or installation. Where the manufacturer gives a longer warranty, you have that too. We are not responsible for faults caused by misuse, neglect,

unauthorised changes or repairs, or fair wear and tear, and may charge for call-outs in those cases. If you hire someone else to maintain the equipment, our promise in this clause ends for faults arising after that point.

4.9 If we are also maintaining it. If you have a maintenance plan for the equipment, section 7 applies and, if the two conflict, section 7 wins.

4.10 Branding. We may put our name, or our supplier's, on equipment. Do not remove it.

5. Fixed network services

This section applies to phone lines, SIP and hosted voice, broadband, Ethernet and leased lines, and related features. We no longer sell ISDN, carrier pre-selection, DDoS protection or premium rate services, so these terms do not cover them. If you are still on one of these products, you stay on the terms you signed for that product until it ends or you move. We will offer you a move to a current product in writing before the old product ends, with the new price and any change in terms set out clearly.

5.1 What we provide. We provide the services on your order form from the connection date, with reasonable skill and care. We use reasonable endeavours to meet the dates on your order form. Services may not be fault free or uninterrupted.

5.2 Our supplier. We rely on our supplier and the network operator for parts of the service. We are not liable for a fault that comes from a supplier or network operator beyond the service levels in section 7 and the limits in section 13. We will chase them for you, and pass on any compensation they give us for your service.

5.3 Changes to the service. We may change or upgrade the service, add features or change how we run it, if the change does not have a material adverse effect on you. We may withdraw a feature if we replace it with a materially equivalent or better one. Section 23 explains how we tell you about other changes.

5.4 Broadband speeds. Speeds depend on things such as distance from the exchange, line quality and how many people share the network. We give you an estimated speed before you order. We do not promise the headline speed. Equipment such as routers is only included if the order form says so.

5.5 Telephone numbers. You do not own a number we give you. Ofcom or the network operator can withdraw a number, so we cannot guarantee it. We are not liable for costs you incur because a number is withdrawn, unless we were negligent.

5.6 Number porting. You can ask to move a number to another provider, and to bring a number to us.

- Porting in: you must be the number's holder, or have the holder's written authority. We tell you the expected port date.
- Porting out: ask us, or ask your new provider to start the port. Porting charges, in and out, are as shown in the price list.
- A port does not end your contract. You must pay all charges up to the port date and any early termination charge.
- We cannot port a number that is not on your account or is not portable. We will not delay a port because of an unpaid balance. The balance stays payable and we may recover it.

5.7 Presenting a different caller number. If you use a caller number (CLI) that is not the one on the line, you confirm you are allowed to use it. You let us and our suppliers present it, and change it when needed.

5.8 How you must use the service. You must:

- use it lawfully and only for the purpose it is sold for;
- follow our acceptable use policy, which we may update by publishing it 30 days before the change;
- not make hoax, abusive, nuisance, silent or unsolicited calls, messages or emails, or send content that is defamatory, obscene, menacing or infringes anyone's rights;
- connect only approved equipment, kept in good working order;
- keep your systems protected against viruses and hacking; and
- not resell the service or use it as a carrier interconnect.

If you break this clause we may suspend the service (see section 14).

5. 9 Fair use and network protection. Broadband is shared. If your use harms others or the network, we may manage your service or change your speed. We tell you if we do, and why.

5.1 0 Emergency calls on internet-based (VoIP) services. VoIP and hosted voice services differ from a traditional phone line:

- they need mains power and a working internet connection. A power cut or connection failure can stop all calls, including 999 and 112;
- battery back-up is not included. It matters in a power cut, because without it your phones will not work, including for 999 and 112. You can buy battery back-up from us. We also strongly recommend you keep a charged mobile or a separate line;
- the emergency services receive the address we hold for the number. If the call is made elsewhere (a softphone, mobile app or a moved handset), they may not know where you are. Tell the operator where you are;
- emergency calls over VoIP may not get the same network priority as calls on a mobile or traditional line;
- call quality may be lower than a traditional line; and
- you must give us, and keep up to date, a contact number and the Site address for each number, and the usual address of use for any nomadic number.

Please tell your staff and any users. We cannot guarantee that an emergency call will connect.

5.1 1 Bandwidth for voice. Use the bandwidth set aside for voice only for voice. Other use may reduce call quality.

5.1 2 Moving from another provider. If you ask us to take over lines or services from another provider, we will charge you for them from the transfer. You pay any early termination or other charge the old provider makes, unless the order form says we will cover it.

5.1 3 Switching to or from us. Ofcom's switching rules (General Condition C7) apply, and we follow them. In plain words:

- We do not switch you without your permission, and we give you accurate information before you agree.
- If you switch to us, you may cancel without charge from the day you order until the switch is complete. We write to you with the expected date.
- If you switch away from us, your new provider usually does the work and you do not have to contact us. We send a final bill, including any early termination charge due.

- For mobile, we give you a PAC (to keep your number) or an N-PAC (to switch without keeping it) free, on request, by phone, text or through your account. We also tell you what you owe. A PAC lasts 30 days. A switch completes in one working day unless you agree otherwise. After the switch, we do not charge you for any notice period beyond the switch date.
- If we delay a mobile switch beyond one working day, we compensate you.

5.1 4 Directories. We do not publish your details in a phone book or directory enquiries unless you ask. A special entry may cost extra.

5.1 5 Working with the authorities. We and you must cooperate with the police and regulators about misuse or suspected misuse of the service. You agree we may give them information we hold about you, if the law allows.

6. Mobile services and SIMs

This section is new. The 2016 terms did not cover mobile. We sell SIMs on 30-day rolling terms and devices in instalments.

6.1 Term. Mobile services run on a 30-day rolling term (see section 3). Either of us can end a SIM with 30 days' notice.

6.2 Your SIMs. SIMs stay our property or our supplier's. Use them only in the equipment and for the purpose we agree. Keep a record of who uses each SIM and tell us when a user leaves.

6.3 Coverage. Coverage and speed depend on the network, your location and your device. We give coverage and speed information when you order, but we cannot guarantee a signal.

6.4 Allowances and fair use. Bundles and allowances are shown on your order form. "Unlimited" means subject to the fair use limits on your order form or in our price list. Charges outside your bundle (including roaming, international calls and non-geographic numbers) are in the price list. We bar premium rate and international calls by default, and open them if you ask.

6.5 Lost, stolen or misused SIMs. Tell us straight away if a SIM or device is lost, stolen or misused, and we will bar it. You pay for all use before you tell us, unless we were at fault. We may bar a SIM we reasonably believe is being used fraudulently.

6.6 Spend controls. On request, we can set a spend cap or alerts on a SIM. We cannot promise an alert reaches you in time.

6.7 Devices. Handsets and other devices we sell are equipment under section 4, except where 6.8 says otherwise. The manufacturer's warranty applies.

6.8 Paying for devices in instalments. If you buy a device in instalments, the price and the instalment schedule are on your order form, and you pay each instalment with your regular bill. Risk passes to you on delivery. Ownership passes to you when you pay the final instalment. If the service or the contract ends before the last instalment, the remaining instalments become due on the end date.

6. 9 Switching and keeping your number. Section 5.13 explains PACs and switching. Keeping a mobile number is a port, and 5.6 applies.

7. Maintenance, support and service levels

7.1 Service levels. Our support hours are Monday to Friday, 9:00 to 17:30, excluding bank holidays. For urgent faults (priority 1 and 2) outside those hours, call our main number, 01270 814 814, which is diverted to out-of-hours cover. Our Service Level Agreement (SLA) sets out the priorities, response targets, the fix-time targets for the standard and enhanced care levels (SLA section 4), and how we keep you updated (SLA section 5). We do not give service credits as standard (SLA section 8). We may agree them in a bespoke written agreement. If the SLA conflicts with this section, the SLA applies to the product it covers.

7.2 Priorities and response times. When you report a fault or ask for help, we give it a priority and respond within the time below. "Respond" means a first action by a person to start fixing it, not a fix.

Priority	What it means	We respond within
P1	Your business has stopped, or many users are affected	2 hours
P2	Major impact at one site	2 hours
P3	Minor problem, with a workaround	1 working day
P4	A question or request	2 working days

P1 and P2 hours run during support hours, and out of hours for urgent faults as in 7.1. Times for P3 and P4 run in working days. Response times are targets. Fix-time targets by care level are in the SLA. We update you on request, and whenever the status of your case changes.

7.3 How to report. Report faults by phone or through the support channels on our website. You must tell us the priority you think applies. We may change it after we investigate, and we will tell you why.

7.4 Waiting time. The clock stops while we wait for you, for access to your site, or for a third party you control.

7.5 Maintenance plans. If you buy a maintenance plan, it covers only the "supported equipment" listed on your order form. We use best endeavours to repair or replace faulty supported equipment, and may use reconditioned parts. Replaced parts become ours. We do not promise supported equipment will run without interruption or error.

7.6 What a plan does not cover. Unless we agree otherwise (and charge for it), plans do not cover: damage from accident, neglect, misuse, theft, vandalism, fire, water, power surges or poor environmental conditions; changes or repairs by anyone else; extension wiring after the first 12 months; software faults or updates; moving equipment; consumables such as batteries and handset cords; accessories and ancillary items such as call loggers, printers and servers; data restoration; moves, adds and changes; and anything not on the order form.

7.7 Extra charges. We may charge at our price-list rates if: you ask us to do something that a plan does not cover; we are called out and find no fault; we find the fault is with the network or a third party; we investigate a request that was clearly unnecessary; or you ask us to restore data. We tell you before we start work that we will charge.

7.8 Your part. You must use supported equipment properly and follow the manufacturer's instructions; do minor tasks we ask for over the phone; name a main contact who can work with us; let no one else change supported equipment without our consent; and keep backups of your data and software. Restoring data from your last good backup is chargeable.

7.9 Existing faults. If equipment is not already under our plan or a manufacturer's warranty, we may inspect it first and charge you to bring it into working order.

7.10 Moving equipment. Do not move supported equipment without our consent, which we will not unreasonably refuse. A move may cost extra.

7.11 Equipment that is no longer made. If the manufacturer or our supplier stops making or supporting equipment, we may stop maintaining it. We tell you as soon as we know and, if you agree, end the plan for that equipment or replace it at your cost.

8. Consultancy, hosted voice, hosting and Microsoft licences

Consultancy

8.1 What we do. We provide consultancy with reasonable skill and care, as described on your order form. You must cooperate, follow our reasonable instructions and give us the information we need, promptly.

8.2 Term and price. Consultancy runs for the period or project on your order form. Unless it is a retainer, it has no minimum term and no renewal. Charges are on your order form and are paid as it says.

Hosted voice

8.3 Seats. Hosted voice is sold by the seat. You pay per seat per month. You can add seats at any time. Hosted voice has no minimum term. Either of us can end it on 30 days' notice (section 3).

8.4 Your responsibilities. You provide a suitable network, internet connection, power and compatible handsets or apps. Section 5.10 explains the limits on emergency calls. You keep the user details, locations and numbers we hold for each seat accurate.

Hosting and cloud services

8.5 Service. We use reasonable endeavours to provide hosting from the start date. It may not be fault free or uninterrupted. We are not liable for interruption caused by your equipment or network, your acts or breach, matters outside our control, planned maintenance we have told you about, work on your instructions, or a lawful suspension.

8.6 Your use. Use hosting lawfully. Do not: upload unlawful, offensive or infringing material; probe, scan or test any system without permission; flood, overload or attack any service; bypass limits or billing measures; resell the service; or access data that is not yours. If you reach other people's data by mistake, tell us at once.

8.7 Backups. We do not back up your hosted data unless you buy a backup service. You are responsible for your own copies.

8.8 Location and changes. We may move the facility or change the service if the change does not have a material adverse effect on you. We tell you in writing when practical.

8.9 Your data when the service ends. When hosting ends, we return or delete your data. We give you a reasonable chance to collect it. If you end the service early without cause, you pay our reasonable costs of returning or deleting it. Section 18 covers personal data.

8.10 If we lose your data. If we lose or corrupt hosted data through our default, we will use reasonable endeavours to restore it from the most recent good backup that exists. This does not limit liability we cannot lawfully limit (see section 13).

Domain names

8.11 Domains. You confirm you may use any domain name you ask us to register. We pass on the registry's fees. We cannot promise a name is available. Registration is subject to the registry's rules and you must follow them. Disputes about a name are between you and the other party, and we may suspend related services while one is unresolved.

Microsoft and other licences

8.12 Licences. We resell Microsoft licences on monthly terms. Each licence is subject to Microsoft's terms, which you must accept and follow. You are responsible for your users' compliance.

8.13 Changing licences. Licences run month to month. You can add licences at any time. You can cancel licences before the end of a monthly term (see section 3). Charges for a licence you keep in the month are not refundable. We pass on any price change that Microsoft or our supplier makes to us, and we tell you in advance under section 10.

9. Finance and credit

This section applies if we help you finance or lease equipment through our finance partner.

9.1 We are your agent. When we ask a finance or leasing company to fund equipment for you, we act as your agent, not theirs. We are not a lender and do not give financial advice.

9.2 Information and checks. Give the finance company the information it asks for. It will search credit agencies, and other organisations will see the search.

9.3 If finance is not agreed. If we cannot get finance on the terms we proposed, we refund your deposit and have no other liability.

9.4 If you do not complete. If, after delivery and installation, you do not sign the finance paperwork, or you do not give a guarantee or indemnity the finance company reasonably requires, we may end the contract and keep your deposit, or ask you to pay the full price within seven days. We will not do both.

10. Prices and charges

10.1 Where prices are. Prices are on your order form or, if it says so, in our price list. All prices are before VAT, which we add at the rate in force on the invoice date.

10.2 Price rises during a minimum term. If your service has a minimum term, any price rise during it must be fixed, stated in pounds and pence and dated on your order form and contract summary before you sign. For example: "£30.00 a month until 31 March 2027, then £31.50 a month from 1 April 2027". We do not use inflation-linked or percentage-based rises. We do not raise the price during a minimum term in any other way, except where the law changes (for example, a change in VAT rate).

10.3 Price changes on rolling terms. On a rolling term we may change the price by giving you at least 30 days' written notice before the change. If the change is to your disadvantage, you may end the affected service without an early termination charge by telling us before the change takes effect, or within 30 days after our notice. Otherwise the new price applies.

10.4 Third-party costs. If our supplier or a vendor such as Microsoft raises its price for a service you buy on a rolling term, we may pass the increase on, using 10.3. We do not pass on such increases during a minimum term unless they were fixed and stated under 10.2.

10.5 Usage charges. Usage charges follow our call and usage records, not yours. Unless your price list says otherwise, call charges are rounded up to the next penny, and call durations are rounded up to the next whole minute. One rate applies to a call at any time of day.

10.6 Minimum spend. A minimum monthly spend applies only if it is on your order form.

10.7 Line rental. Line rental is charged from the connection date, monthly in advance.

10.8 Equipment and installation. The price is on your order form. It assumes delivery and installation in one visit. If more visits are needed because of something you did or failed to do, we may charge for the extra visits.

10.9 Temporary services. For a temporary service, we may charge the line rental for the whole period in advance, plus any other charges.

10.10 One-off fees. Fees for work you ask for outside the contract (for example moves, adds and changes, out-of-hours work, abortive visits) are in the price list. Out-of-hours work needs our agreement first.

10.11 Mistakes. If we invoice the wrong amount, we put it right. We will not bill a charge we left off an invoice more than 12 months after the month it was incurred.

11. Invoicing, payment and late payment

11.1 When you pay.

Charge	Invoiced	Paid
Usage charges (calls and other usage)	Monthly in arrears	By Direct Debit, within 14 days of the invoice date
Line rental and other recurring charges (broadband, mobile, hosted voice, licences)	Monthly in advance	By Direct Debit
Maintenance, consultancy, hosting	In advance, for the period on your order form	By Direct Debit
Equipment	When we dispatch it	By Direct Debit, within 14 days of the invoice date

11.2 Invoices online. We make invoices available to download and email you when one is ready. If you ask for paper, we may charge the price-list fee.

11.3 Direct Debit. The name on the Direct Debit must match the account holder. There is no fee for paying by Direct Debit. If a payment fails or is returned, we may charge what it actually costs us, as shown in the price list.

11.4 Questions about a bill. Tell us as soon as you can, and within 30 days of the invoice date, if you think a charge is wrong. Pay the part you do not dispute by the due date. We will look into the rest, tell you what we find, and put it right if we got it wrong. If you disagree with our answer, you can use the complaints process in section 21.

11.5 Late payment. If you do not pay a sum by its due date, we may charge:

- statutory interest at 8% a year above the Bank of England base rate, under the Late Payment of Commercial Debts (Interest) Act 1998, from the due date until payment;
- the fixed sum for late payment that the Act allows (currently £40, £70 or £100 depending on the size of the debt); and
- our reasonable debt recovery costs, if the fixed sum does not cover them.

11.6 What we do when a payment is overdue.

1. 7 days overdue: a reminder by email or phone.
2. 14 days overdue: a second reminder.
3. 28 days overdue: a final notice, which says we may restrict your service and refer the debt for collection.
4. We will not restrict a service until at least 7 days after we send you written notice that we will, which may be the final notice or a separate notice.

We may take the steps above in a different order, or move faster, if we reasonably believe you may not pay, if you are insolvent, or if there is fraud.

11.7 Restricting and ending a service. If you still have not paid after the notice in 11.6, we may restrict the service, for example by barring outgoing calls or suspending extra features. We will keep access to 999 and 112 working for as long as the law and technology allow. We may end the contract under section 14 if the debt remains unpaid. To restore a restricted service, you pay the overdue sum. We may ask for a deposit, but only after a credit check or late payments, and for no more than 2 months' charges. We do not charge a fee for restricting a service.

11.8 Debt collection. We may refer an unpaid debt to a collection agency, after the final notice. You pay the reasonable costs of collection, as the Act allows.

11.9 Setting off. We may set an overdue amount against sums we owe you under any contract with us. You must pay undisputed sums in full, without setting off any claim you have against us.

11.10 When we withhold payments. If we owe you a payment (for example a refund or credit), we may hold it if we reasonably believe you are in serious breach, are acting unlawfully, or are insolvent. We tell you why.

12. Sites

12.1 Access. You give us, and our staff and contractors, reasonable access to the site, equipment and your systems so we can do our work, and reasonable help. If we cannot get access, we are not responsible for delays. We may charge for an abortive visit.

12.2 Appointments. We normally work by appointment in working hours. If you cancel or move an appointment at short notice, or miss it, you pay the reasonable costs we incur. We may agree to work out of hours for an extra charge.

12.3 Health and safety. You make sure the site is safe to work in and you hold public liability insurance of at least the legal minimum. You tell us about hazards, including asbestos, before work starts. If we find asbestos we stop work until it is removed or made safe. We are not responsible for delay this causes. Removing it, and the specialist cabling work that follows, is at your cost.

12.4 Landlord and other consents. You get all permissions we need from landlords and others to install and run the equipment and services, unless we have agreed in writing to do it. Give us copies if we ask. If consents are not in place within 90 days of the contract starting, we may end the contract. If we have started work, you pay our reasonable costs.

12.5 Plans. Give us site and building plans, including cable routes, and details of other services nearby, if we ask for them.

12.6 Making good. You are responsible for making good the site, redecorating and replacing or re-siting items after our work.

12.7 Moving premises. Tell us as soon as you can if you are moving. We will try to move your services and keep your numbers, but cannot promise this (for example, if you move to a different exchange area). If your number moves, the contract continues on the same terms. If it cannot move, you may need a new line, new connection charges and a new contract.

12.8 Leaving equipment. If you leave our equipment for a new occupier, tell them the service will stop if they do not contact us within 72 hours and agree a new contract with us.

12.9 Other suppliers. If you take services from another supplier at a new site, you remain responsible for your contract with them and for any charge for ending it.

13. Limitation of liability

We want these limits to be fair and reasonable for a business of your size. They are written with the Unfair Contract Terms Act 1977 in mind.

13.1 What nothing limits. Nothing in these terms limits or excludes either of our liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- anything else the law does not allow us to limit.

13.2 The cap. Subject to 13.1, our total liability to you for all claims under or connected with a contract (whether in contract, tort including negligence, breach of statutory duty or otherwise) in any contract year is limited to the total charges you paid or owed under that contract for the 12 months before the claim arose, or £10,000, whichever is greater.

13.3 What we are not liable for. Subject to 13.1, we are not liable for:

- loss of profit, revenue, business, contracts, goodwill or anticipated savings; or
- indirect or consequential loss;

in each case whether or not we knew it might happen. We are also not liable for loss or corruption of data that you could have avoided by keeping proper backups. For call recordings, 16.9 applies.

13.4 Service credits. We do not give service credits as standard. If we agree service credits in a bespoke written agreement, they are your remedy for the failure they cover and count towards the cap in 13.2.

13.5 Events beyond our control. Neither of us is liable for a failure caused by something outside our reasonable control, such as extreme weather, fire, flood, power failure, strike, terrorism, government action, or a failure of the public network or our supplier that we could not reasonably prevent. We use reasonable endeavours to restore service and to keep you informed. If it lasts more than 60 days, either of us may end the affected service without charge.

13.6 Implied terms. We exclude terms the law would otherwise add to your contract, to the extent the law allows, except the equipment guarantee in 4.8.

13.7 Your indemnity. You will cover our reasonable losses, including legal costs, if a third party makes a claim against us, or we suffer loss, because: you or your users broke the acceptable use rules or the law in using a service; content you provide infringes someone's rights; or your staff or contractors injure someone or damage property at a site. This does not apply to the extent we caused the loss.

13.8 Time limit. The time limits for bringing a claim are those the law sets.

13.9 Insurance. Each of us should hold insurance appropriate to our business. You are advised to insure against losses that our limits leave with you, such as loss of profit if your phones or internet fail.

14. Suspension and termination

14.1 When we may suspend. We may suspend a service, in whole or part, if:

- you are in material breach of the contract (for non-payment, we follow the steps in section 11 first);
- we reasonably believe the service is being used fraudulently, unlawfully or by someone not authorised, or there is a security risk (see section 17);
- we must obey a law, a court, Ofcom, the emergency services or another authority;
- a licence you need to use the service is withdrawn or changed;
- we need to carry out maintenance, repair or upgrades; or
- an emergency affects the network.

14.2 Notice. Where we can, we give you reasonable notice before suspending, and for planned maintenance we tell you in advance. We can suspend immediately without notice for fraud, security risk, emergency maintenance or a legal requirement. We tell you why as soon as we can.

14.3 Emergency calls. If we suspend or restrict a phone service, we keep access to 999 and 112 for as long as the law and technology allow. See 5.10 for the limits that apply to VoIP.

14.4 Costs. If we suspend because of your breach or misuse, you pay our reasonable costs of suspending and restoring the service. You still pay the charges while the service is suspended, unless the suspension was our fault.

14.5 Hosted data during a suspension. You may not be able to reach hosted data while hosting is suspended. We give you a chance to take a copy, at our price-list rate for the work.

14.6 When either of us may end the contract. Either of us may end a contract by written notice if the other:

- commits a material breach and does not fix it within 14 days of written notice that describes it (or cannot fix it); or

- becomes insolvent, enters administration, liquidation or a similar process, or makes an arrangement with creditors.

We may also end a contract if you are in material breach of another contract with us and do not fix it within 14 days of written notice.

14.7 When we may end a service for other reasons. We may end a service if our right (or our supplier's) to provide it is withdrawn by Ofcom or another authority, or if our supplier stops providing what we need to supply it. We give you as much notice as we can and help you move.

14.8 When you may end without charge. A small business customer may end the affected service without an early termination charge if: we change the contract to its disadvantage (section 23); we raise the price on a rolling term (10.3); the installation or activation happens more than 60 days after the agreed date; or we are in material breach and do not fix it within 14 days of written notice.

14.9 Charges on early termination. If you end a contract for a reason other than those in 14.8, or we end it for your breach, the early termination charge in 3.4 applies, plus any amounts you already owe.

14.10 What happens when a contract ends. Rights and charges that built up before the end continue. Anything that is meant to continue (such as liability, confidentiality, data protection and payment) does. Return our equipment. We disconnect your numbers unless you port them under 5.6. We return or delete your data under 8.9.

15. Software

15.1 Licence. If we give you software to use a service, we grant you a non-exclusive, non-transferable licence to use it for the term of the contract and only for that purpose. If the software's owner requires you to accept its licence terms, you must do so and follow them.

15.2 What you must not do. Do not copy, modify, decompile or reverse-engineer the software, or copy its manuals, except as the law allows.

15.3 Your users. You must make sure your users follow the software's licence terms. If your service needs your users to register or accept terms of their own, you are responsible for getting that done. We are not liable if a user cannot connect because they have not.

15.4 Updates. Install updates and security patches we make available, in good time.

16. Call monitoring and recording

16.1 Calls with us. We may monitor and record calls between you (or your staff) and us, for training, quality, record keeping, fraud prevention, complaint handling and legal purposes. For this we are a controller under the UK GDPR and the Data Protection Act 2018. We tell callers at the start of the call. Tell your staff. We handle recordings under section 18.

16.2 Automated tools. If we use automated tools, including AI, to transcribe, summarise or handle calls with you, we will say so at the start of the call and handle the data under section 18.

16.3 Recording on your own services. If you use a call recording feature on a service we supply, you are responsible for the law on your recording. That includes having a lawful basis under the UK GDPR and the Data Protection Act 2018, giving the people on the call the notices the law requires before recording

starts, and getting consent where the law requires it. We do not give legal advice on this.

16.4 Controller and processor. For recordings stored on our systems, you are the controller and we are the processor. Section 18.4 applies.

16.5 Standard retention is 30 days. Recordings stored on our systems are kept for 30 days and then deleted automatically, unless you have bought a longer retention option and it is stated on your order form. We quote longer retention for each customer and show it on your order form.

16.6 Download what you need to keep. You must download or export any recording you need to keep before the 30 days end. We do not promise that a recording can be recovered after that.

16.7 Recording may fail. Recording features can fail because of power, connection or equipment problems, so we cannot promise every call is captured. If you need a guaranteed record of calls, tell us before you order and buy a backup or longer-retention option.

16.8 When the contract ends. Recordings are deleted 30 days after the contract ends, unless you ask us in writing for an export before it ends.

16.9 Loss of recordings. We are not liable for the loss or corruption of a recording, or a failure to record, unless we caused it by breaking the contract. If we did, our liability is within the cap in 13.2. Nothing in this section limits liability that the law does not allow us to limit (see 13.1). This is the loss-of-data rule referred to in 13.3.

17. Fraud and security

17.1 Keep access secure. Keep usernames, passwords and access codes confidential and use them only for authorised users. Tell us at once if you think one has been shared, lost or used without permission, or if you see unlawful or unauthorised use of a service.

17.2 Good security practice. You must follow current good practice, which includes:

- strong, unique passwords or passphrases, never shared, and changed when you suspect a compromise or when we ask;
- multi-factor authentication wherever the service offers it;
- limiting admin access to the people who need it;
- up-to-date anti-virus protection, firewalls and software updates on all equipment connected to the service;
- changing default passwords on phones, routers and phone systems; and
- following any reasonable security instruction we give you.

17.3 Your phone system. We do not control how your phone system (PBX), voicemail, softphones or other equipment are set up. You are responsible for securing them against misuse, including hacking and "toll fraud". Ask your equipment supplier to confirm this has been done.

17.4 Charges from fraud. You are responsible for charges from use of a service through your account, equipment or credentials, whether or not you authorised it, unless it was caused by our fault or by one of our staff. Because this can be expensive, we offer spend caps and alerts (see 6.6 and the price list). We alert and contact you if spend on your account reaches an unusual level. These terms set no fixed figures. Our help with fraud is on a reasonable-endeavours basis.

17.5 What we can do. We may suspend usernames or services, bar numbers or destinations, or ask you to change credentials, if we think there is, or is likely to be, a security breach or misuse.

17.6 No guarantee. Services are not guaranteed to be secure, and we cannot promise to prevent or detect every attempt to misuse them.

17.7 Keep your details current. Tell us promptly if the contact, billing or account information you gave us changes.

17.8 Hosted data. If you can reach hosted data, use only your own. If you reach someone else's by mistake, stop and tell us.

18. Data protection and confidentiality

18.1 The law. Each of us must follow data protection law. "Personal data", "controller", "processor" and "process" have the meanings in the UK GDPR.

18.2 Where we are the controller. For the personal data we hold about you and your staff to run your account (names, contact details, billing, usage, call records, credit and fraud checks), we are a controller. We use it to: set up and run your account and bill you; supply, secure and improve services; work with our suppliers and the network; arrange finance; check credit and prevent fraud; meet legal duties; and tell you about changes to services. Our privacy notice explains this in full, including your rights, who we share data with and how long we keep it, and is available on request. We are registered with the Information Commissioner's Office. Our ICO registration details are available on request.

18.3 Marketing. We may tell you about our own products and services that may interest you, by email, phone or post, in line with the Privacy and Electronic Communications Regulations. You can opt out at any time. We do not pass your personal data to third parties for their own marketing.

18.4 Where we are the processor. For personal data you or your users put on services we host or record for you (for example call recordings, voicemail, hosted data, messages), you are the controller and we are the processor. We will:

- process it only on your documented instructions, which are the contract and your use of the service, unless the law requires otherwise (we tell you if so);
- make sure everyone who handles it is bound by confidentiality;
- keep it secure with appropriate technical and organisational measures;
- use another processor (a sub-processor) only with your general authorisation. You authorise our suppliers and hosting providers we use to run the service. We will tell you of any change so you can object, and we stay responsible for them;
- help you answer requests from individuals and meet your own duties, taking into account the nature of the processing (we may charge reasonable costs for significant help);
- tell you without undue delay after we become aware of a personal data breach affecting your data;
- on request, and at the end of the service, return or delete the data, unless the law requires us to keep it; and
- give you the information you reasonably need to show we are complying, and allow reasonable audits with notice, not more than once a year unless a breach has occurred.

The subject, duration, nature and purpose of the processing, the types of data and the people it concerns are those needed to provide the service. This clause is our data processing agreement. We do not use a separate one.

18.5 Your duties as controller. You must have a lawful basis to give us personal data and tell people what you need to tell them. If you record calls or store data of other people on our services, you are responsible for that.

18.6 International transfers. Some of the tools we use process personal data outside the UK. When they do, we make sure the transfer is protected as the law requires. That means the country has UK adequacy regulations, or we use the UK International Data Transfer Agreement or the UK Addendum to the EU standard contractual clauses, or another safeguard the law allows. A list of the tools and countries involved is available on request.

18.7 Credit and fraud agencies. On request, we will tell you which credit reference and fraud prevention agencies we use. You can ask for a copy of the information we hold on you by contacting us (details in section 1). We do not charge for this unless the law allows us to.

18.8 Confidentiality. Each of us keeps the other's confidential information confidential, and uses it only for the contract. We may share it with employees, contractors, suppliers and professional advisers who need it, and where the law or a regulator requires. This does not cover information that is public, already known to the receiver, received lawfully from someone else, or developed independently. When the contract ends, we return or destroy confidential information on request, apart from what we must keep by law or need to enforce our rights.

18.9 Freedom of information. If you are a public body and get a request that covers our information, tell us at once and allow ten business days for us to comment before you release it, unless the law requires otherwise.

19. Anti-bribery

19.1 What we ask of you. You, and anyone who works for you in connection with the contract, must:

- follow the Bribery Act 2010 and other anti-bribery and anti-corruption laws;
- not offer, give, ask for or accept a bribe or any improper advantage;
- follow our Ethics and Anti-Bribery Policy which is available on our website;
- keep your own adequate procedures to prevent bribery; and
- give us reasonable help if we need it to meet our own legal duties.

19.2 If you break it. A breach is a material breach of the contract, and we may suspend or end it under section 14.

20. Intellectual property

20.1 Our rights. We, our group and our licensors own the intellectual property rights in anything we supply or create for you under the contract, including software, documents, designs and know-how. If any such right comes to you, you assign it to us. Use it only as the contract allows and as we reasonably instruct.

20.2 Your licence. Any licence we give you is personal to you, non-exclusive, revocable, limited to the UK and ends when the contract ends, unless the licence terms say otherwise.

20.3 Your data. You keep your rights in the information and data you put on our services. You confirm you have the rights needed to do so, and give us a licence to use that data only to provide the service to you.

20. 4 Names and logos. Neither of us may use the other's name or logos, or publicise the contract, without the other's written consent.

21. Complaints and disputes

21.1 Tell us first. If something goes wrong, tell us. Phone 01270 814 814 or email support@intellect-comms.com. Give us your name, account details and what happened. Our complaints procedure is available on request.

21.2 What we do.

1. We acknowledge your complaint within 1 working day.
2. We investigate and keep you updated.
3. We aim to send you a full reply within 10 working days.
4. If we cannot resolve it, or you are not happy with our answer, we send you a written final response, which includes your right to take the complaint to an independent scheme.

21.3 Independent dispute resolution. We are a member of the Ombudsman Services: Communications scheme, which is approved by Ofcom. It is free for you to use. You can refer your complaint to it:

- if we have not resolved it within six weeks of you first making it; or
- sooner, if we send you a letter saying we have reached deadlock (we cannot reach agreement).

We will tell you in writing when you can take this step, and how. The scheme's contact details are available on request. The ombudsman's rules decide what complaints it accepts, and it can set limits on awards.

21.4 Other routes. Ofcom does not settle individual complaints but is interested in problems that affect many customers. Using the ombudsman does not stop you going to court.

21.5 If we cannot agree. You and we keep all legal rights. Disputes are decided under section 23.

22. Vulnerable customers and people who need extra help

22.1 Our approach. We treat customers fairly and with respect. Some of your staff or users may need extra support, for example because of a disability, a health condition, difficulty communicating, or a life event. We aim to spot when this might be the case and to help.

22.2 What we can do. On request, we can: communicate in a different format or way (for example large print, text relay or a named contact); offer extra time or support to manage your account; give priority handling to services that someone relies on for their health or safety; and note your needs, with your consent, in your vulnerable customer notes so you do not have to repeat them.

22.3 Tell us. Please tell us if you or a user needs extra help, or relies on a service for safety (for example a care alarm, lift line or emergency pendant). We record this only in your vulnerable customer notes, and only with your consent. We do not ask for this kind of information in any other way. We handle it under section 18.

22.4 Services that rely on a phone line. Alarms, lift lines, card machines and monitoring equipment may not work on internet-based or digital voice services. Check with the supplier before you move, and tell us if you rely on any. If a power cut stops your service, see 5.10 about emergency calls.

22.5 Debt and disconnection. If you tell us you are struggling, or we think you may be, we will not take action under section 11 without first considering your circumstances and discussing options with you.

23. General

23.1 Changes to these terms. We may change these terms or service-specific terms. We publish the change at www.intellect-comms.com and tell you directly (by email or on your invoice) at least 30 days before it takes effect, if it is to your disadvantage. For other changes, we tell you as soon as we reasonably can. If a change is to the disadvantage of a small business customer, you may end the affected service without an early termination charge by telling us within 30 days of our notice. Changes we are required to make by law or a regulator take effect when the law says. Price changes follow section 10.

23.2 Variation by you. No change you ask for takes effect unless a director of ours agrees it in writing.

23.3 Additional services. At your request we may supply extra services on terms we tell you.

23.4 Notices. Notices must be in writing. You can send notices to the address or email on your order form or in section 1. We can send them to the address or email you gave us. Email is valid. A notice is received: if delivered by hand, on delivery; if emailed, at the time sent (or 9:00 on the next business day if sent outside working hours), unless we receive a failure message; if posted first class, 48 hours after posting.

23.5 Authority. We may rely on anyone who signs or orders for you as having authority to bind you.

23.6 Transfers. You may not transfer, subcontract or deal with your rights or duties without our written consent. We may transfer or subcontract ours. We tell you if we transfer the contract, and it will not reduce your rights.

23.7 Not giving up rights. If we delay or do not enforce a right, we have not given it up.

23.8 Parts that do not work. If a part of the contract is found invalid or unenforceable, the rest stays in force, and we apply the part with the smallest change needed to make it valid.

23.9 Entire agreement. The contract is the whole agreement between us on its subject and replaces anything said or written before. Neither of us relies on anything not written in it, but this does not limit liability for fraud.

23.10 Third parties. No one else has rights to enforce the contract under the Contracts (Rights of Third Parties) Act 1999.

23.11 Staff. Neither of us will, during the contract and for six months after, actively try to hire the other's staff who worked on the services, except through a general advertisement.

23.12 No partnership. We are independent parties. Neither is the other's agent.

23.13 Rights add up. Our rights and remedies are in addition to those the law gives us.

23.14 Counterparts and e-signatures. The contract may be signed in counterparts and electronically.

23.15 Governing law. English law governs the contract and any non-contractual dispute connected with it. The courts of England and Wales have exclusive jurisdiction.