

RocketUK Terms and Conditions

1. SUMMARY

Your Agreement with us is made up of:

- (a) the Service Order form detailing the minimum period notified to you or stated in your welcome pack; and
- (b) the RocketUK Terms and Conditions.

2. What is this Agreement for?

This Agreement is for the Telephony based and other services that you use. This Agreement does not cover the use or maintenance of any telephone equipment that is already used by you. If your telephone equipment stops working, is lost or stolen, you must still keep to this Agreement and pay the monthly service subscription Charges until this Agreement has ended.

3. Length of this Agreement

This Agreement will last for at least the initial minimum period of 12 months or other longer period that is notified to you or stated on your Service Order Form or in your welcome pack. You may cancel within the first 90 days from contract start date without penalty. After the first 90 days have passed, the earliest you can cancel the Agreement is 90 days before the end of the minimum period. After the minimum period has been reached, you may cancel this Agreement with 45 days written notice. All cancellations must be in writing.

4. Charges

You have to pay the subscription charge and standard recurring Charges for every month of this Agreement whether or not you use the service. We may agree to accept payment by methods other than direct debit, but we will charge you an administration fee each month of 5% of the total amount.

Any initial payment is non-refundable and further early payments may be required dependant on usage.

5. RocketUK's Services and Movements and Changes

At least 5 working days notice is required to make any movements and changes to the service provided. These changes include, but are not limited to: movements of staff, rota changes, DDI number changes, script adjustments and/or re-writing, changes to call-flow procedures.

6. Telephone Number Provision

Telephone numbers allocated are not your property and as such may be changed by RocketUK.Com Limited.

Telephony Service Terms and Conditions

1. Definitions of words used in this agreement

"**we**", "**our**" or "**us**" means RocketUK.com Limited.

"**you**" or "**your**" means the customer named on the Service Order Form or in your welcome pack.

"**Agreement**" means these terms and conditions, your subscription and service details.

"**Charges**" means all Charges for any Services, as stated on the Service Order Form or otherwise available from us. These include the monthly subscription charge (billed in advance unless specified otherwise), any telephony usage Charges (billed after the usage) and any other Charges in respect of the Services provided to you.

"**DDI Number**" means the six digit geographic landline number used by us under which the Services are supplied and are available in the UK or Globally.

"**Minimum Period**" means an initial minimum period stated in the Service Order Form or in your welcome pack starting on the date of connection of your DDI number.

"**NGN**" means a Non-Geographic Number which we may supply to you at a cost and remains the property of RocketUK.com.

"**Price Plan**" means the package of Services you have chosen to receive as stated on the Service Order Form or in your welcome pack and is available by requesting a copy from us directly.

"**Services**" means any communications service you instruct us to make on your behalf or that you direct via your DDI to our phone systems, or require us to make on your behalf and/or other services made available to you by us from time to time.

2. Length of this Agreement

2.1. Unless this Agreement is ended in accordance with clause 11, we will continue to supply you with, and charge you for, the Services.

2.2. You must pay all Charges until this Agreement is ended in accordance with clause 11. If you end this Agreement before the end of the Minimum Period (other than under clause 11.8), you must still pay all the Charges until the end of the Minimum Period.

3. Services and Quality of Service

3.1. Services are not guaranteed to be fault free. We aim to provide you with a high quality service at all times, but due to the nature of call centre technology and possible human error, it is impossible to provide a fault free service.

3.2. We will use all reasonable efforts to give you access to our services 24x7x365. Not all services may be available when calling from abroad.

4. Use of the Services

4.1. You must keep to this Agreement and our instructions regarding the use of the services. You are responsible for anyone who uses your facility to call us and the calls must be in accordance with clause 9.

4.5. You must not resell the whole or any part of our services.

4.6. We will allocate a number for your use of our systems. The number does not belong to you and we may charge you a fee to transfer your number to another service provider.

5. Payment

5.1. You must pay all Charges by direct debit within 14 days of the date of any bill. We may accept payment by methods other than direct debit, but we will charge you an administration fee of 5% ex VAT each month. We will charge you VAT, where applicable.

5.2. If you owe us any money, which is not in dispute and is not paid when it should have been, we may charge you interest. Interest is charged daily at the rate of 2% above the base rate of NatWest Bank per year from time to time. If you are late in paying or do not pay any money you owe us, we may also charge you our reasonable administration costs (such as debt collection agency fees) as compensation for breaking the terms of this Agreement. This compensation will not be subject to VAT.

5.3. Service begins on the allocation of a DDI telephone number by RocketUK.Com Limited and ends after correct written notice has been received by either party of their wish to terminate the service agreement, provided the initial minimum period has been reached.

5.4. For most services, we shall initially charge for the first and last subscription payment and then bill you monthly in advance for the subscription charge and other standard recurring Charges.

5.5. A credit account and notified limit will be offered at our discretion and can be removed for any reason without notice.

5.6. We reserve the right to suspend services should the credit limit be reached before the monthly Charges are invoiced. You will be requested to make immediate payment towards these Charges to reduce our liability to you.

5.7. Should you refuse to make payment to reduce our liability, we reserve the right to cancel this agreement.

6. Loss of Service.

6.1 Although all care will be taken to ensure that calls are handled professionally and communicated to you accurately. RocketUK.Com Limited will in no circumstances whatsoever be liable for any loss of business, profit, contracts or other benefits that may arise from the service or any losses that may be incurred as a consequence of negligence or loss of service due to circumstances beyond our control.

6.2 Under no circumstances will RocketUk.Com Limited be held responsible for any lost orders/payments processed via customers own websites.

7. Variation of Charges and Terms

7.1. We may change our Charges and/or introduce new Charges from time to time. If we increase our Charges, we will give you at least 30 days notice. If we believe any change in our Charges will not disadvantage you, it may be included without notice.

7.2. We can make changes to or withdraw Services at any time and we can make changes to and/or introduce new terms to this Agreement at any time. We will give you at least 30 days notice of these changes if we do and you may have a right to end this Agreement under clause 11.

7.3. We may need to change your phone number or other number from time to time. We will let you know if this is the case. The change of your number will not affect your Service.

8. Call Limit, Deposit and Part Payments

8.1. We may set a limit on the amount of Charges you may incur during each calendar month (we call this a "Call Limit"). We may agree to increase or remove the Call Limit after making credit checks. You may be able to exceed your Call Limit, but if this happens, you must pay all Charges.

8.2. We may ask you for an increased deposit: (a) on allocation of your DDI or NGN, (b) to increase or remove your Call Limit, and/or (c) if you increase your use of the Services. We can use the deposit to pay off any Charges you owe us. When this Agreement comes to an end, we will repay any deposit you have given us less any money you owe us. No interest is paid on any deposit we take from you.

8.3. If there is a significant increase in your usage between bills we may contact you. We may require a further part payment to enable you to continue to use the Services.

8.4. We reserve the right to suspend services should the call limit be reached before the monthly Charges are invoiced. You will be requested to make immediate payment towards these Charges to reduce our liability to you.

8.5. Should you refuse to make payment to reduce our liability, we reserve the right to cancel this agreement.

9. Suspension of Services

9.1. We can suspend or restrict or cancel your use of any of the Services (other than emergency services) if:

(a) Your NGN or DDI and/or your Services provided are used for any purpose which we believe is abusive, objectionable, illegal, fraudulent, a nuisance or for criminal activities;

(b) Any action is adjudged as misuse according to the Telecommunications Act 1984 or any amendments to the Act that are made from time to time. Should misuse occur you will indemnify RocketUK.Com Limited against any claims, liabilities or costs that may arise from such misuse;

(c) Any calls received by RocketUK.Com Limited on your behalf are in our opinion, offensive, obscene, menacing or otherwise unpleasant. These types of calls will be reported to you for your immediate action in order to prevent further occurrence. Should such phone calls continue, RocketUK.Com Limited will terminate the service without further notice;

(d) you have not kept to this Agreement (e.g. you fail to pay any Charges when due);

- (e) we have requested a deposit or part payment which you have not paid;
- (f) we believe that this Agreement has been entered into fraudulently;
- (g) we believe the right to use any number, or Service has been obtained in an unauthorised, unlawful, or fraudulent way;
- (h) you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;
- (i) you do anything (or allow anything to be done) which we think may damage or affect the operation of the our business; and/or
- (j) required by the emergency services, law or regulation.

9.2. We will try to tell you when we suspend or restrict your use, but we are not required to.

9.3. When we suspend or restrict your use this Agreement will continue and you still have to pay all Charges due during any period of suspension or restriction.

9.4 Cancellation of the Direct Debit Instruction, under any circumstances, will force your account to go on stop within 24 hours of the cancellation notice.

10. Credit for Failure of a Service

You will receive a credit against your line rental charge if there is maintenance or technical failure of the Service and you are unable to use all of the Services for a continuous period of 3 days. The credit will represent the line rental charge for the period the Services were unavailable.

11. Ending this Agreement

11.1. Either of us may end this Agreement by giving the appropriate notice in writing and in accordance with Clause 11.7.

11.2. You must pay all Charges during the notice period.

11.3. You may end this Agreement by writing to us if:

- (a) we don't do something fundamental that we should have done under this Agreement within 14 days of you asking us in writing;
- (b) we tell you that there will be an increase in the monthly subscription charge by more than the increase in the Retail Prices Index ("RPI", calculated as a percentage) since the last line rental increase and you write to us before the increase takes effect;
- (c) we increase your Charges in the UK which have the effect of increasing your total call and usage Charges (based upon your usage in the previous month) by more than 10% and you write to us before the increase takes effect; or
- (d) we change this Agreement to your significant disadvantage including the change or withdrawal of Services (we will tell you if this is the case) and you write to us within one month of us telling you about the change.

11.4. We may end this Agreement at any time by writing to you if:

- (a) you do anything (or allow anything to be done) which we think may damage or affect the operation of our business;
- (b) within 14 days of us asking you in writing you do not do something fundamental that you have to do under this Agreement (e.g. pay the Charges when they are due);
- (c) we are permanently unable to provide the Services to you.

11.5. When this Agreement comes to an end:

- (a) we will disconnect your DDI and/or NGN; and
- (b) you will have to pay immediately all Charges outstanding at disconnection.

11.6. If this Agreement ends before the end of the Minimum Period and you pay us the remaining subscription charge for the rest of the Minimum Period more than one week before the due date in one lump sum, we will reduce this total bill by 2%.

11.7. Your written notice must include correct reference to your DDI number and the signature of the account holder. After the first 90 days have passed, the earliest you can cancel the Agreement is 90 days before the end of the minimum period. After the minimum period has been reached, you may cancel this Agreement with 45 days written notice. All cancellations must be in writing.

11.8. You may cancel the service within the first 90 days from the date the contract begins without penalty. After the first 90 days have passed, please refer to Clause 11.7

12. Liability and Exclusions

12.1. We will not be liable to you for loss of income, loss of use of the Services, lost business or missed opportunities, or for any loss or damage that is not directly caused by us and/or was not reasonably foreseeable at the time this Agreement was entered into. We will not be liable to you if we are unable to provide the Services because of something outside of our reasonable control.

12.2. Except for fraud or where our negligence causes death or personal injury, our liability to you will not exceed £3,000 or 100% of the related Charges in the previous 12 months, whichever is the higher, per claim or a series of related claims.

12.3. If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any law and which cannot be excluded by agreement.

13. Personal Data

13.1. We may use your information for complying with our legal requirements and for the following purposes:

- (a) account management, customer care activities and personnel training;
- (b) monitoring the quality and security of the service and testing and maintenance of our IT systems;
- (c) protecting us, and our brand, from activities that might cause loss or damage;
- (d) analysing and improving products and services; and
- (e) to contact you with marketing messages where you have not objected. Such messages may include third party marketing, but RocketUK.com will not pass control of your information to third parties.

13.2. Monitoring or recording of calls, emails or text messages made to, or by us, will take place for our business purposes such as customer service, quality control and training, to prevent unauthorised use of our telecommunications system and to ensure effective systems operation and in order to prevent or detect crime.

13.3. We do not include your details in any directory or directory enquiry service. If you wish to have your information included in such services, you should contact us.

13.4 Credit Reference & Fraud Agencies - Information about how your details are used for credit checking and for fraud prevention, is available at time of purchase. We might also disclose to credit reference agencies and fraud prevention agencies details of your Agreement with us including any change of address, payments you make, account balances, payment defaults, disputes and queries. We, and other organisations, may use this information to help make decisions about other credit applications made by you or your company or others with whom you are linked financially and to protect both our business and our customers from fraudulent activity. Any information we hold may also be used for debt tracing and claims assessments. In the event that you do not pay us in full and on time, we may tell credit reference agencies who will record the outstanding debt.

13.5 If you want to contact us about any personal data issues please write to: Data Protection Manager, RocketUK.com Ltd, 110-116 Fleet Road, Fleet Hampshire, GU51 4PA or email data.protection@rocketuk.com.

14 General

14.1. We may transfer this Agreement to another provider at any time. You may not transfer this Agreement to anyone unless we have agreed in writing beforehand. We shall not unreasonably refuse this request. No other person may benefit from this Agreement.

14.2. If neither or us enforce our rights under this Agreement it shall not prevent us from doing so later.

14.3. We will send you notices by post, voicemail, text or other form of electronic message. Such notices will be deemed to be with you 48 hours after being sent. All bills and notices served by post will be sent to the address given by you. You must tell us of any changes to your address. You must send us notices by post or email to our address on the bill. Such notices will be deemed to be with us 48 hours after being sent.

14.5. This Agreement is governed under English law.