



Midpoint Communications - Terms and Conditions

By using any of our Services or any Equipment provided by Midpoint Communications you confirm you agree to the terms of this Agreement so you should read them carefully.

- This Agreement covers the provision of phone, broadband and mobile Services by Midpoint Communications to you (and any other services we agree to provide to you under this Agreement). "Midpoint", "we", "us", or "our" means Midpoint Communications.
- Cancellation Fees - You will be charged a Cancellation Fee if you terminate the Agreement (or a Service) without cause, before the end of any relevant Minimum Term or Renewal Term (or if we terminate it due to your breach of the Agreement). Other Charges may apply.
- Payment - You shall pay our invoices by direct debit. You may be charged an administration fee for any monthly payments tendered by other means. If you do not pay any of our invoices you may incur an administration fee that will be included on your next monthly bill. Other Charges may apply.

1. DEFINITIONS - In this Contract the following terms have the definitions shown next to them:

1.1. Midpoint Communications - Watergate Building, New Crane Street, Chester, CH1 4JE

1.2. BT - British Telecom plc of 81 Newgate Street, London EC1A 7AJ, registered in England Number 1800000

1.3. BT Equipment - equipment (including any software) placed by BT at the Premises to provide the Service.

1.4. Call - a signal, message or communication that is silent, spoken or visual.

1.5. Call Diversion - diverting incoming Calls to another fixed line or mobile telephone number as set out in the Service Charter.

1.6. Conditions - these terms and conditions for Midpoint Communications business service.

1.7. Contract - these Conditions. This Contract begins on the date that Midpoint Communications accepts the Customer's request for the Service.

1.8 Contract length - The Minimum Term for each Service you order is specified in the Confirmation Letter that we send you by post (or email). You can terminate the Agreement (or any of our Services) after the end of the relevant Minimum Term (or Renewal Term agreed with you)

1.9. Customer - the business/person with whom Midpoint Communications contracts to provide the Service.

1.10. Minimum Period - the agreed period as per verification call of the service after completion of transfer.

1.11. Premises - the place at which Midpoint Communications agrees to provide the Service.

1.12. Price List - the document containing a list of Midpoint Communications charges and terms that applies to the Service.

1.13. Service - the facility to make or receive a Call (or both) and any related services listed in the Price List that Midpoint Communications agrees to provide to the Customer under this Contract.

1.14. Service Failure - the continuous total loss of the facility to make or receive a Call or of any related service provided to the Customer under this Contract.

2. PROVIDING THE SERVICE

2.1. Midpoint Communications will provide the Service by the date agreed with the Customer. Sometimes, Midpoint Communications will agree the date following a survey of the Premises by Openreach Engineers. This survey does not necessarily constitute a site visit.

2.2. Midpoint Communications may have to occasionally interrupt the service or change codes but in these cases, your Service will be restored as quickly as possible.

2.3. The Customer accepts that occasionally Midpoint Communications will provide instructions regarding the Service. The Customer must follow these instructions.

2.4. Midpoint Communications may take instructions from a person if we have a good reason to think that he or she is acting with permission from the Customer.

2.5. In some cases Midpoint Communications will require written proof when vacating the premises in which the customer's service is provided. Continued use of the service after the vacation of the property by any party will be deemed as acceptance.

3. PHONE BOOK AND DIRECTORY ENTRIES

3.1. The Service includes a telephone number. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from Directory Enquiries Services unless the Customer requests otherwise.

3.2. Midpoint Communications may agree to a special entry in the BT Phone Books at an additional charge.

3.3. The Customer does not own any number nor has any right to sell or to agree to transfer any number provided to it by Midpoint Communications.

4. MANAGING/REPAIRING THE SERVICE

4.1. Midpoint Communications will respond in line with the level of repair service the Customer has chosen, should a fault be reported.

4.2. If Openreach and/or Midpoint Communications agree to work outside the hours covered by the repair service the Customer has chosen, the Customer must pay Midpoint Communications additional charges for doing so.

4.3. Midpoint Communications provides a Service Charter. If Midpoint Communications is late in providing the Service, or repairing a Service Failure, the Customer may be entitled to a Call Diversion or to claim compensation under the Service Charter.

4.4. Midpoint Communication reserves the right to apply a minimum £127.10 ex VAT engineering call out charge if:

4.4.1. You provide an incorrect address

4.4.2. Entry is refused to the premises, or access cannot be gained by the engineer

4.4.3. It was agreed with you that the premises had to meet certain requirements so we could carry out the work, and it doesn't meet these requirements.

4.4.4. You report a fault, an engineer attends your premises and discovers the fault was not due to our services or equipment or, the reported fault was not presented

4.4.5. There are no persons present who have been authorised by you to make decisions or answer questions necessary to fix the faults

4.4.6. When you cancel a request for an engineering visit later than two working days' before the appointment date

4.4.7. We could have fixed the issue without sending an engineer if you'd had the ability to connect to the router with wired (Ethernet) connection

4.4.8. An engineer arrives at the premises to carry out the work you requested, but you no longer wish the work to be carried out.

4.4.9. A fault is found to be on your own equipment or caused by negligence or accidental damage.

4.4.10. The equipment has been set up incorrectly by yourself or authorised personnel

4.4.11. Interference from something else in your home, like your phone, alarm system, or a faulty micro filter.

4.5. Additional time related charges may also be added. We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible. Customer service and fault notification: 01908 665200

4.6. Midpoint Communications cannot tell you if there's a engineer charge until the visit has been made to the premises

4.7. Midpoint Communications cannot be liable for fees incurred from third party engineers (including removing programming) and are not responsible for system maintenance or equipment.

5. MONITORING CALLS

5.1. BT monitors and records all calls to the 999 or 112 service.

6. ACCESS TO AND PREPARING THE PREMISES

6.1. The Customer agrees to prepare the Premises according to any instructions Midpoint Communications and/or Openreach may give, and provide Midpoint Communications and/or BT with reasonable access to the Premises.

- 6.2.** When Midpoint Communications and/or Openreach's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.
- 6.3.** If Openreach needs to cross other people's land, or put Openreach Equipment on their property (for example a neighbour or landlord), the Customer agrees to obtain their permission.
- 6.4.** Openreach will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Openreach.
- 6.5.** The Customer agrees to provide, at its expense, a suitable place and conditions for BT Equipment and where required a continuous mains electricity supply and connection points.
- 6.6.** The Customer agrees to look after any BT Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT or anyone acting on BT's behalf. Midpoint Communications or anyone acting on Midpoint Communications behalf will look after the Customer's physical property as set out in paragraph 12.2.

7. CUSTOMER EQUIPMENT

- 7.1.** If the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must get Midpoint Communications permission.
- 7.2.** Any Customer Equipment must be:
- 7.2.1.** Technically compatible with the Service and not harm BT's network or another customer's equipment;
- 7.2.2.** Connected and used in line with any relevant instructions, standards or laws.

8. MISUSING THE SERVICE

- 8.1.** The Customer acknowledges that it is strictly forbidden to use the service:
- 8.1.1.** To make offensive, indecent, menacing, nuisance or hoax Calls;
- 8.1.2.** Fraudulently, or in connection with a criminal offence.
- 8.2.** The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Midpoint Communications can take if this happens is explained in paragraph 11. If a claim is made against BT and/or Midpoint Communications because the Service is misused in this way, the Customer must reimburse Midpoint Communications in respect of any sums Midpoint Communications is obliged to pay.
- 8.3.** The Customer accepts that it is not permitted to advertise the phone number for the Service in, or on, a BT phone box without BT's consent. If this happens, Midpoint Communications may suspend the Service or end this Contract, but Midpoint Communications and/or BT will write to the Customer before taking this action.

9. CHARGES AND DEPOSITS

- 9.1.** The Customer agrees to pay all charges for the Service as shown in the Price List (or as otherwise agreed) and calculated using the details recorded by Midpoint Communications.
- 9.2.** Unless paragraph 9.4 applies, rental charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears. Where possible the charges will appear on the Customer's next invoice but if this is not possible, they may appear on a subsequent invoice.
- 9.3.** Midpoint Communications will send its first invoice shortly after providing the Service, and then at regular intervals, usually every month. Sometimes Midpoint Communications may send the Customer an invoice at a different time.
- 9.4.** If the Customer orders a temporary Service, Midpoint Communications may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
- 9.5.** Midpoint Communications will send invoices for the Service to the address or email as advised by the Customer.
- 9.6.** The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of Midpoint Communications invoice.
- 9.7.** In some cases the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.
- 9.8.** Direct Debits are taken on or just after 21st of each month, normally at least 7 days from the date of invoice. You must pay all charges and line rental by this date. If we have not received payment of your bill by the due date, we may disconnect your telephone service or bar outgoing calls. If this is necessary the following conditions may apply:
- 9.8.1.** Normal monthly rental will continue to be charged during any period of disconnection.
- 9.8.2.** If your services are terminated, a reconnection fee of £125 ex VAT will be applied per line.

- 9.8.3.** If Outgoing Call Barring is placed on your line because we have not received payment by the due date, an administration payment of £10.00 ex VAT will be applied to account for applying this call barring. Furthermore, an administration payment of £20 ex VAT will be required in advanced before Outgoing Call Barring is removed
- 9.8.4.** If payment is not received within 7 calendar days of the invoice due date, we will add a late payment charge of £30.00 ex VAT to your next bill.
- 9.8.5.** If you believe that you have been billed incorrectly, you will inform Midpoint Communications but the bill will be paid in the meantime while Midpoint Communication reviews this. Should we find an error, you will receive credit on the next invoice.
- 9.9.** If the customers direct debit does not clear, Midpoint Communications will charge £10 ex VAT for each failed direct debit collection.
- 9.10.** To achieve the Annual Fixed Rate line rental discount of 45% (compared to BT's standard tariff) a payment is required to cover the year's line rental (£144 ex VAT) in advance. After the first year, line rental reverts to either a Monthly Tracker or Standard Rate line rental (at a 35% or 25% respective discount, compared to BT's standard tariff).
- 9.11.** 3p call connection charge applies to all calls except international and mobile calls where the connection charges of 5p or 9p apply.. All prices quoted are ex VAT.
- 9.12.** If the Customer wishes to settle their monthly invoice by means other than Direct Debit, a £4 ex VAT admin fee will be applied to the account per month.
- 9.13.** Services such as Call Minder 1571, Call Waiting and Ring back, and all other various additional features, called select services are offered by Midpoint Communications, at a discounted rate compared to BT Retail. They range from £2.90 ex VAT per feature, per month and are billed monthly in advance.
- 9.14.** Fair Usage policy applies to all unlimited call packages. Midpoint Communications reserves the right to switch customers with excessive call volume (e.g. Telemarketers, etc.) to a more appropriate tariff at any time. The customer will have the option to cancel the service at no cost if switching to a new tariff is not acceptable.
- 9.15.** Mobile rates refer to calls to: T-Mobile (EE), Orange (EE), Vodafone, 3 and O2 only.
- 9.16.** Our Fraud aware service is applied to all new customers and is free for the first month. If the customer does not wish to continue with the Fraud Aware Service then they will need to contact our customer services department to opt out. Fraud Aware is charged at £2.90 ex VAT per calendar month
- 9.17.** Certain Midpoint Communications packages require a minimum monthly call spend or call package commitment. If the monthly call spend falls below the threshold, or the call packages are cancelled by the Customer, Midpoint Communications reserves the right to change the package.
- 9.17.1** The Annual Fixed Rate line rental requires either 1 x call package or a minimum monthly call spend of £20 per month. If packages are removed or if call spend falls below £20 per month, line rental will revert to the Monthly Tracker or Standard Rate.
- 9.17.2** The Monthly Tracker line rental requires either 1 x call package or a minimum monthly call spend of £10 per month. If packages are removed or if call spend falls below £10 per month, line rental will revert to the Standard Rate.
- 9.18.** Midpoint Communications reserves the right to charge a monthly bill production for paper billing. If the Customer chooses to receive a paper bill then a production charge of £2 ex VAT will be added to the invoice. There will be no charge to receive a bill by email.
- 9.19.** Midpoint Communications will give you a transfer charge of £8.94 per line once your line/s has completed and gone live
- 9.20.** If the customer exceeds the usage allowance on the broadband package, Midpoint Communications will notify the customer and increase the allowance by 1GB charged at £2.00 ex VAT until month's end.
- 9.20.1.** Should the customer exceed the additional usage allowance, Midpoint Communications will continue to provide additional usage until month's end.

10. CANCELLING OR ENDING THIS CONTRACT

- 10.1.** The Customer may cancel this Contract with no penalty any time within the transfer period (i.e. before the line/s have transferred to Midpoint Communications); this request can be made either in writing or by phone by contacting our customer service number: 01908 665200. If a customer cancels outside the transfer period (once the line/s have transferred to Midpoint Communications), then the Customer must pay Midpoint Communications for early termination (see 22.2).
- 10.2.** The contract will continue for the minimum period unless and until terminated under clause 22.1.

10.3. At the end of the minimum contract term, the customer wishes to terminate service with Midpoint Communications. The customer will need to give Midpoint Communications a minimum of 30 days notice. If this isn't received, the customer will enter into a new contractual term.

10.4. Midpoint Communications reserves the right to charge termination fee in full for a cease line.

10.5. If the customer breaches the contract during the minimum period, the customer must pay Midpoint Communications a termination fee equal to the remaining line rental and package fees in advance, up to the end of your contract or a minimum disconnection fee of £199 ex VAT per line. The customer will also forfeit any service charges, line rentals paid in advance and outstanding compensations.

10.5.1. If the customer cancels this contract with their current supplier, and no contact is made within the cooling off period Midpoint Communications will apply a breach of contract fee (see 10.5).

10.5.2. A welcome pack is sent to all customers; however we cannot be held responsible for loss of post or non-receipt of emails. Our full Terms & Conditions are available on the website. If a customer does not receive their welcome letter they are still bound by these terms and conditions.

10.6. If the customer cancels the broadband contract, the customer must pay the full cost of the broadband package for the remainder of the contract term.

10.7. New Installs – If an existing customer adds a new install to an existing account then the new line is bound by the contract terms of the original agreement. If the new install is set up as new account then the new line will be in a term agreed as per the order.

11. IF THE CUSTOMER BREAKS THIS CONTRACT

11.1. Midpoint Communications can suspend the Service or end this Contract (or both) at any time without notice if one of the following applies:

11.1.1. The Customer breaches this Contract or any other agreement the Customer has with Midpoint Communications.

11.1.2. Midpoint Communications reasonably believes that the Service is being used in a way forbidden by paragraph 8.1. This applies even if the Customer does not know that the Service is being used in such a way

11.1.3. Bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgment of a Court on time, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.

11.2.1 If the Customer does not pay a bill, Midpoint Communications can suspend the Service or end this Contract until payment is made. If payment is not received within the time period Midpoint Communications will expect payment over the phone to prevent the customer's phone line being suspended. If Midpoint Communications has to collect payment over the phone, they reserve the right to charge an administration fee of £20 ex VAT.

11.2.2 If the Customer does not pay a bill on time over three consecutive months, we will place a block the number(s) until payment has been received.

11.3. If the Service is suspended, Midpoint Communications will tell the Customer what needs to be done before it can be re-instated. However the Customer must continue to pay rental charges whilst this Contract continues.

11.4. If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

11.5. On termination of this agreement for whatever reason, you will immediately pay any outstanding invoices.

12. LIMITS OF LIABILITY

12.1. Midpoint Communications accepts unlimited liability for death or personal injury resulting from its negligence.

12.2. Midpoint Communications accepts liability for loss or damage to the Customer's physical property arising from its negligence, up to £1000 in any 12 month period.

12.3. Midpoint Communications cannot guarantee that the Service will never be faulty. However, Midpoint Communications accepts liability if it is late in providing the Service or repairing a Service Failure as set out in the Service Charter.

12.4. Unless Midpoint Communications is negligent, Midpoint Communications only liability under this Contract is as set out in the Service Charter.

12.5. Unless the Service Charter or paragraph 12.3 says otherwise, Midpoint Communications is not liable to the Customer for any loss of business, revenue, profit or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.

12.6. Unless paragraphs 12.1 and 12.2 apply, Midpoint Communications liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £1000 in any 12 month period.

12.7. Each provision of this Contract that excludes or limits Midpoint Communications liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.

12.8. Midpoint Communications will not be liable for any maintenance contract taken out by the customer that is affected by the transfer of their services.

13. MATTERS BEYOND MIDPOINT COMMUNICATIONS ' REASONABLE CONTROL

13.1. Sometimes Midpoint Communications may be unable to do what it has agreed because of something beyond its reasonable control.

13.2. If this happens, Midpoint Communications is not liable to the Customer. However, Midpoint Communications will try to provide Call Diversion to the Customer. If Midpoint Communications cannot do this then the Customer is entitled to a rental refund for any whole or part day, that there is a Service Failure.

13.3. The customer must ensure they have reviewed their contractual obligations from their current supplier. We can in no way be held accountable for any early termination fees that may be issued from the old supplier as a result of a transfer to Midpoint Communications.

14. RESOLVING DISPUTES

14.1. Midpoint Communications will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to any recognised dispute resolution service. We are members of Ombudsman Services: Communications: www.ombudsman-services.org

15. CHANGES TO THIS CONTRACT

15.1. Midpoint Communications may change the Conditions (including the charges in the price list) to remain competitive, any charges will be notified in writing and do not affect your price guarantee.

15.2. Midpoint Communications will forward the changed Conditions to the Customer upon request by the Customer.

15.3. In line with our price guarantee, Midpoint Communications guarantees the call rates will not rise during the minimum period.

16. TRANSFERRING THIS CONTRACT

16.1. The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

17. THIRD PARTY RIGHTS

17.1. The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

18. NOTICES

18.1. If the parties need to write to each other they must do so as follows:

18.1.1. To Midpoint Communications at the address shown on the bill or any address which Midpoint Communications provides to the Customer;

18.1.2. To the Customer at the address to which the Customer asks Midpoint Communications to send invoices, the address of the Premises or, if the Customer is a limited company, its registered office.

19. THE SERVICE CHARTER

19.1. Midpoint Communications endeavours:

19.1.1. To provide the Service by the date agreed with the Customer as described in paragraph 2.1;

19.1.2. To repair a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to Midpoint Communications;

19.1.3. To disconnect the Service by mistake;

19.1.4. To keep any appointment Midpoint Communications makes with the Customer under this Contract.

19.2. If Midpoint Communications is late in providing the Service, repairing a Service Failure, or disconnects the service by mistake, the Customer may choose either:

19.2.1. Call Diversion - as described in paragraph 1.1. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent Midpoint Communications from offering this option; or

19.2.2. Compensation - The Customer may claim a fixed rate compensation of £10 per day, from the date of disconnection.

19.3. If Midpoint Communications provides Call Diversion, Midpoint Communications will divert the Customer's Incoming Calls, on request, to another fixed line or mobile telephone number of the Customer's choice.

19.3.1. Once Midpoint Communications has provided the Service or repaired a Service Failure, Midpoint Communications will cancel the Customer's Call Diversion.

19.3.2. The number chosen must be a UK number, but there are some number ranges to which will not divert the Customer's Calls (for example, 0800 and 0870 numbers)

19.3.3. If Midpoint Communications diverts the Customer's Calls to a mobile number, the person calling the Customer will not have to pay extra costs for making that Call. The Customer is liable for the additional cost of these diverted calls.

20. PAYMENT OF CLAIMS

20.1. Midpoint Communications will credit any compensation amounts that Midpoint Communications owes to the Customer under this Charter from the Customer's account.

21. APPLICATION OF THIS CHARTER

21.1. This Charter applies to the Service, including generally any related services Midpoint Communications provides to the Customer. However, its application to some of the related services may vary as shown in the Price List.

21.2. This Charter does not apply if:

21.2.1. Someone, other than Midpoint Communications, has caused the fault,

21.2.2. Midpoint Communications and/or Openreach asks for access to the Premises and the Customer does not allow this, or

21.2.3. Midpoint Communications and/or Openreach reasonably asks for other help and the Customer does not provide it.

22. SUSPENSION & TERMINATION

22.1. This contract may be terminated in writing by either the Customer or Midpoint Communications for convenience by giving notice within 30 days of the end of the minimum period; this request must be sent by Royal Mail recorded delivery

22.2. If the customer wishes to completely terminate their contract with Midpoint Communications they must pay the early termination fee of a termination fee equal to the remaining line rental in advance, up to the end of your contract or a minimum disconnection fee of £199 ex VAT (whichever is the greater), per line. The customer will also forfeit any service charges and line rentals paid in advance.

23. PRICES

23.1. All prices and discounts on calls and line rental were correct when compared to BT's standard business landline (sourced from website and verified by telephone) on 16/10/2014 and may vary at any time without notice.

23.1.1. The Annual Fixed Rate line rental is a 45% reduction on BT's standard tariff .

23.1.2. The Monthly Tracker line rental is a 35% reduction on BT's standard tariff.

23.1.3. The Standard Rate line rental is a 25% reduction on BT's standard tariff.

23.2. Discounts quoted are for comparative purposes and guidance only and do not constitute any contractual representation or warranty. Liability for errors, omissions or consequential loss is expressly disclaimed. Prices shown exclude VAT, discounts, special offers, promotions, charges etc.

24. MIDPOINT COMMUNICATIONS TERMS AND CONDITIONS FOR BUSINESS LINE RENTAL & CALLS

24.1. These terms and conditions apply to new and existing customers and are effective from the implementation date 3rd March 2015.

25. OFCOM REGULATIONS

25.1. Midpoint Communications is compliant with Ofcoms general conditions 22 & 23.