

# TERMS

## TERMS OF YOUR PURCHASES

### **Terms and Conditions of Unitel Direct Website Use**

THESE TERMS AND CONDITIONS ("the Terms") GOVERN YOUR USE OF THE SITE. PLEASE READ THEM CAREFULLY. BY ACCESSING THE WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS.

### **Term of Services**

Our service runs for 12 months, new customers who join our search engine and directory services will be live within 72 hours from when payment has been received.

### **Use of the Website**

- a. We may amend these Terms at any time without prior notice. Your continued use of the Site will mean that you accept any amendments to the Terms.
- b. We take protection of your privacy seriously. Please read our Privacy Policy.

### **Your consent**

By submitting your information, you consent to the use of that information as set out in this policy. If we change our Privacy Policy we will post the changes on this page, and may place notices on other pages of the Site so that you may be aware of the information we collect and how to use it at all times. We will also e-mail you should we make any changes so that you may consent to our use of your information in that way. Continued use of this service will signify that you agree to any such changes.

### **Information we use**

We Unitel Direct make data protection and client security a priority. The Only information we will hold on persons will be information sent to us from persons electronically and verbally over the telephone and through postal services. This can be from a call made by us or into us. Third party providers linked to by our Site may collect information. We have no control over this.

### **The Site**

- a. The Site and services are provided by Unitel Direct - Search Consultants. The information and materials available on this site are provided as a guide to the services of Unitel Direct and on an "AS IS" and "AS AVAILABLE" basis. We make no warranties, representations or give any undertakings (whether expressed or implied) of any kind, including but not limited to warranties about the merchantability, fitness for purpose, non-infringement, accuracy, completeness or otherwise.

### **Availability**

- a. Availability as set out on the site is subject to change without notice at any time.

### **Linking**

- a. Our Site may contain links to other websites and search engines. When you activate any of these links, you will leave the Site and we accept no responsibility for the availability or content of any linked websites and shall not be responsible in any way for arrangements regarding goods or services from such linked websites. The links are provided for you to view externally from our site. Any such link does not imply endorsement by us of a website or any association with the operators of a website i.e. we are not in any way affiliated with

the links from our website to other sites / companies.

b. You agree not to bring any claim against us arising from your purchase or use of the third party supplied products and services.

**Site Information**

Unless otherwise stated, all rights in the material on the Site including copyright and database rights, are owned by Unitel Direct. You are not permitted to print or download extracts from this material for any use.

**Using our site**

a. You agree to use the Site for lawful and ethical means only.

b. We reserve the right without notice to terminate any person(s) access to the Site.

**Liability Disclaimer**

a. We do not guarantee that the services at the Site will meet your requirements. We do not warrant that the Site will be delivered to you uninterrupted, timely, secure or error-free, or that the Site and the server are free of computer viruses or other harmful applications. If a fault occurs in the service you should report it to us and we will attempt to correct the fault as soon as we reasonably can.

b. To the fullest extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Site.

Nothing in these Terms shall exclude our liability for personal injury or death caused by our negligence.

**Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of England and any disputes will be decided by the English courts.

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**PRIVACY POLICY**

**Information How We Use it**

We gather this information to enable us to provide you with a product or service. The relevant information is also used by us, to communicate with you on any matter relating to the provision of products or services or in general, for example by direct mail. We may also wish to provide you with information about special features on our website or any other service or product we think may be of interest to you.

**How to contact us**

If you would like to contact us with any queries or comments please call 0330 1247 118.

**COPYRIGHT**

Except where expressly stated to the contrary, the contents of this website are the copyright of Unitel Direct.

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**Terms and Conditions of Unitel Direct Products & Services**

## Agreements with our Customers

Our agreements and contracts are all made verbally by phone or by signed contracts. By paying for a service you are accepting that you have read and understood our terms and conditions set out.

Your agreement with us runs for 12 months from the date paid, unless other terms have been put in place. You may on the 11th month serve us with 30 days written notice cancel your account- should we not receive your cancellation notice your agreement will be automatically renewed on the same contractual terms. Unitel Direct at any time are given the right to terminate your agreement with us (us being the company Unitel Direct at any time without notice. If you decide that you no longer require our services and wish to cancel the account within the 12 month period - then you may serve us with 30 days written notice or you may call and advise of this request and back this up in email or fax format, cancellation will not release you from your contractual duties, cancellation within the term period will result in the full contractual sum becoming due. we will also call you to renew your services and you may serve notice with the customer advisor that you speak to that you do not wish to renew. If the account is cancelled then we require our work and wording that we have done for your website to be removed within 30 days of the expiry date, this will usually mean that we have to remove the work that we have inserted, we keep back-up copies of your sites condition before our work was installed. This also includes all work that we have asked your website programmer or design agency to do on our behalf for you as our customer - FAILURE to remove any work which we have claimed as ours or any work that we have had imitated or copy and amended that have used or sent to you then you will be invoiced for the renewal. Failure to pay the renewal invoice within 14 days of receiving this then the account will become a bad debtor which may or be passed onto our Debt Recovery department to recover the contractual sum due. All pages that we have created for you on our directory pages will be removed with your work and information and we may choose to put marketing material on the pages offering our services to potential customers.

If you decide that you no longer require our services and wish to cancel the account within the 12 month period - then you may serve us with 30 days written notice or you may call and advise of this request and back this up in email or fax format, cancellation will not release you from your contractual duties, cancellation within the term period will result in the full contractual sum becoming due. we will also call you to renew your services and you may serve notice with the customer advisor that you speak to that you do not wish to renew. If the account is cancelled then we require our work and wording that we have done for your website to be removed within 30 days of the expiry date, this will usually mean that we have to remove the work that we have inserted, we keep back-up copies of your sites condition before our work was installed. This also includes all work that we have asked your website programmer or design agency to do on our behalf for you as our customer - FAILURE to remove any work which we have claimed as ours or any work that we have had imitated or copy and amended that have used or sent to you then you will be invoiced for the renewal. Failure to pay the renewal invoice within 14 days of receiving this then the account will become a bad debtor which may or be passed onto our Debt Recovery department to recover the contractual sum due. All pages that we have created for you on our directory pages will be removed with your work and information and we may choose to put marketing material on the pages offering our services to potential customers.

In some or certain cases for new advertisers or amendments to existing keywords we will or may require the sites "FTP" user name and passwords or the administration / password for the site to gain access to add in keywords and if required any "seo" "search engineering" "search engine optimisation" work in order to obtain rankings on the search engines.

Work on your website if required will be carried out in a ticketing system after receiving your passwords / control panel password etc.

By Unitel Direct achieving a front page ranking on Bing or Yahoo for at least one of your phrases / keywords given to us - then we have achieved the rankings and our service is fulfilled. Should your package with Unitel Direct not appear on the first page of Bing or Yahoo, for at least one keyword or phrase, you accept that Unitel Direct are given all and any opportunity to try to achieve this result throughout your contracted period. This may be by any method of page one listing - either via your own website, splash page, directory listing or generic domain name. We may offer alternative methods of aiming to achieve first page rankings which may differ from the original package taken out with Unitel Direct. These alternative methods are offered as a means of achieving a first page ranking, and should this offer be rejected by the customer, the customer accepts any and all responsibility for the rankings which have or have not been achieved by Unitel Direct, as we have been hindered in our ability to fulfil our obligation. We will however aim to get all of the keywords / phrases that you have provided us on the front page of the search engines and online business directories and we will not stop working on your site until the desired rankings are in place.

Our guarantee is based on results displayed on any one of these search engines - Bing or Yahoo

### **Sale of Business**

If the business is sold or integrated with another business, your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business and your agreement will still stand.

### **1. Definitions**

1.1 The buyer, you, your or client or customer - means the person or organisation who buys or agrees to buy services from The Company. The Company is Unitel Direct.

1.2 Conditions - means the terms and conditions of sale set out herein and any special terms and conditions agreed in writing by The Company.

1.3 Services - means the internet services which the buyer agrees to buy from The Company.

1.4 Price - means the price for the services exclusive of VAT.

1.5 Order - means an Order for services from The Company made pursuant to the pro-forma invoice.

### **2. Conditions Applicable**

2.1 These conditions shall apply to all contracts for the sale of services by The Company to the Buyer with the exclusion of all other terms and conditions including any terms or conditions which the buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 The Company reserves the right to alter, add and subtract from these terms and conditions at any time. The Terms and Conditions are available to view online at [terms-and-conditions.htm](#) these Terms and Conditions replace any previously agreed and it is the responsibility of the buyer to make themselves aware of what these are.

2.3 Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless confirmed in writing by The Company. This contradicts 2.2 above and the opening statement.

2.3b The client gives permission for The Company to set, create and or set up paid relevant accounts with search engines on behalf of client, in order to fulfil its obligations under these terms.

2.4 All orders for services shall be deemed to be an offer by the Buyer to purchase services pursuant to these conditions.

2.5 Providing the Company with your credit card details, or cheque in payment of the verbal contract, receipt of an email or pro-forma invoice to proceed shall be deemed conclusive evidence of the Buyer's acceptance of these terms and conditions.

2.6 The Clients website URL may require to be linked via The Company URL. This is purely to aid the functionality of your service, please notify us by writing if you do not require the link to be present on your website.

2.7 Some listings with our SEO programming package may slip. We do endeavour to rectify this situation and in some cases the re-optimising of your website may be necessary. This re-optimisation can therefore alter the estimated timescales for 1st page listings. We cannot, however, be held responsible for temporary fluctuations in listings that occur during changes to search engine algorithms.

2.8a FTP (File Transfer Protocol) is the method by which files are downloaded or uploaded to the internet. Your website's FTP host name, username and password are provided by the company hosting your website and are required by The Company dependant on Services purchased. Work may not commence until The Company receive the correct FTP details for the website URL listed on the order form.

2.8b Should FTP access be unattainable The Company would require a copy of your website's files and any databases that the website requires to run to be sent to The Company at its postal address at that time or e-mail via a form of suitable media.

2.8c If FTP access and a test copy of the site are prohibited then The Company may provide either a report or static copies with the optimisation work annotated. This work is to be implemented by your own design team / in house programmers. It is the responsibility for the client to pay for any additional charges for our suggestions and recommendations to be implemented.

2.8d The client informs The Company of any changes to the website that affects The Company's ability to fulfil its obligations. Including but not limited to deletion or alteration or additions of URL addresses, URL redirects, Landing Pages and their content, Conversion Pages and their content and Confirmation Pages and their content.

2.9 The Company will provide the services with reasonable skill and care. Notwithstanding the previous sentence the client acknowledges that The Company have no direct control over Search Engines and cannot guarantee the speed of performance of technologies provided by Search Engines in relation to the delivery of the services.

2.9.1 The Company will contact The Client with an aim to obtain your FTP details. Should The Company not be able to obtain these details, either due to parties being unable or unwilling to provide them, The Company may offer an option to send optimisation work to The Client. It is the responsibility of The Client and their Web Designer to ensure this work is input. If The Company have been unable to obtain FTP access, and therefore have been unable to complete the work ourselves, we cannot guarantee work is completed to our specification and so any guarantee with Unitel Direct is null and void.

If we do not receive contact from any client regarding FTP details we may a) complete external optimisation via splash pages and directory listings or b) send optimisation work to the client's email address registered with us upon sign-up. In both circumstances, Unitel Direct have fulfilled their contractual agreement as a service we deem adequate has been provided.

2.9.2 The Company will contact The Client with instructions in the case of a domain name transfer, to request The Client contact their current domain registrar in order for The Company to gain ownership of the domain. Different tasks are required dependant on the type of domain, however these instructions are sent via email to The Client. The Client is expected to follow up these instructions in order for The Company to gain ownership. We will endeavour to contact The Client for 3 months at weekly intervals either via email or telephone. Once this time has passed, The Company to stop contacting The Client, and it will be The Client's responsibility to inform us that they still wish to transfer their domain name to The Company.

If the domain name transfer is to make a website design The Company has made live. If the domain name has now transferred in, The Company will upload the website design to a generic domain name registered by The Company, as signed of as project completed.

### **3. The Price and Payment**

3.1 The total price shall be the price set out at time of call or via email, and/or pro-forma invoice. The price is exclusive of VAT which shall be due at the rate ruling on the date of The Company's pro-forma invoice.

3.2 Up-front payments shall be paid at the time of the order. You will be notified by post and e-mail upon commencement of your 12 months subscription period start date. This date can also be obtained by contacting our Customer Service Department. During the final months of your subscription, The Company will contact you by either email, telephone or post to inform you that your subscription is due for renewal for a subsequent 12 months. Should we not receive your 30-day cancellation notice in the 11-month contract period we will automatically roll your contract over for a further 12 months under the same contractual terms.

3.3 All SEO contracts are produced from educated estimates which are unique to each client through the analysis of the prospective client's website against the sites which currently inhabit the first and second page of Bing or Yahoo. All estimates are based upon a client achieving results within a 12 month time frame unless specified otherwise.

3.4 The Company operates within the major search engines in the UK and worldwide. Listings will appear on either .co.uk or .com engines dependant on the current sites status.

3.5 Visible listings are defined as an overall increase in ranking across the major search engines.

3.6 Should the client wish to add/or amend additional key phrases they will be charged accordingly to do so.

3.7 If you default on any monthly payment for online advertising, your account will be transferred to our Debt Recovery Department for recovery of the remaining contractual sum. We do not apply a termination fee in respect of default payments, as we do with telecom services.

4.1 The Company require that, prior notice be given for any alterations relating to your website(s) that may affect the services supplied by The Company. If alterations are made by the client or a third party to a client's site, search engine placements may be affected and The Company cannot be held responsible. The Company reserve the right to issue a charge to rectify any problems to regain listings.

4.2 The quantity and the description of the services shall be as set out in the pro-forma invoice.

4.3 During the search engine optimisation process, unless agreed otherwise, The Company will only carry out validation to the W3C standards on the homepage of the clients website where possible or at specific request. Certain restrictions with third party design platforms can affect this process meaning The Company may not be able to fully validate the homepage. If the client requires The Company to validate the entire website the client will need to speak to a company representative and create a new order for this work.

## **5. Warranties and Liability**

5.1 The Company warrants that the services will at the time of delivery correspond to the description given by The Company, either verbally or by means order forms, invoices etc.

5.2 The Company shall not be liable for any loss or damage (including but not limited to consequential loss or damage) arising from the use of the services.

5.3 If during the SEO contract period between The Company and the client, the client uses a third party (other than The Company) for search engine optimisation and / or associated workings, The Company cannot be held responsible for any consequential loss of listings or associated damages that may arise.

5.4 By making the initial set up fee payment, the client and The Company shall both be bound these the Terms and Conditions of which are displayed on the company's web site.

## **6. Organic Advertising**

6.1 On verbal agreement with The Company over the telephone, you hereby agree to The Company advertising your website on our network of websites and partner sites. These will be in the form of a banner, text link or description. You understand that The Company, its network of websites and partners, make no guarantee of the level of traffic from each advertisement and that the services is used only for The Company to arrange for your advertisement to be displayed on a web page(s).

6.2 By contracting with The Company you agree not to contact The Company network websites or partners. Any queries should be taken to one of our Customer Service Advisors.

6.3 By contracting with The Company marks approval for The Company to legally use any applicable logos and trademarks in such paid advertising programmes, as agreed during the sale call.

6.4 If, after signing with The Company, you make modifications to your site that use unethical SEO techniques or add pharmaceutical, gambling or pornographic links to your site that have no relevance to your website, The Company will issue a 7 day cancellation request. If the unethical techniques are not removed within that time, The Company will cancel the existing contract with immediate effect and all fees payable to The Company will be retained.

6.5 The Company is not responsible for the content or advertisements on any of our network of sites or partner sites. If you are unhappy with a website that contains your advertisement please notify The Company in writing and request your advertisement be removed.

6.6 If we auto renew and have no option for cancellation, this does not apply and may hinder debt recovery.

## **7. Content**

7.1 The Company advises that regular, fresh content added to a site will help to improve the stability of rankings within search engines. By accepting this agreement, you understand fully that regular, unique content plays an important part of the success of your website and failure to add unique content will lessen the impact of other SEO services.

## **8. Research**

8.1 From time to time The Company will release website-related products and tools for use by clients. In no way is The Company responsible for loss of data or any other consequence derived from use of these tools and products. Data given by these tools is for information purposes only and should not be relied upon as accurate. The products and tools supplied by The Company and provided on The Company website should only be used to compliment your other search engine marketing activities.

## **9. Domain names**

9.1 The Company reserves the right to charge an administration fee of £99+vat for the transfer away of domain names held by The Company.

9.2 All domains sold consisting of .uk geographical domain are subject to Nominet's [T's & C's](#)

## **10. Hosting**

10.1 Standard shared hosting is provided from a third-party company with no guarantee of the level of uptime from The Company.

10.2 You should ensure you maintain a level of insurance cover in respect of any loss or damage to data stored on the server.

10.3 The Company (via third-party) will make incremented back-ups daily and weekly of the server data. It is still your responsibility to maintain your own backup in the event that information is unavailable.

## **11. Refunds**

11.1 The Company is under no obligation whatsoever to accept the cancellation of the services or cancellation of orders incorrectly placed. Any cancellations will only be considered if agreed in writing and within your contract period and will be subject to a 40% handling or cancellation charge any refund given will also be minus any costs incurred by The Company i.e. directory submissions and linking strategies.

11.2 All refund requests must be sent via email to [customerservices@uniteldirect.co.uk](mailto:customerservices@uniteldirect.co.uk) or via post to our Head Office address:



Unitel Direct LTD  
First Floor  
Victoria House  
Pearson Way  
Stockton-On-Tees  
TS17 6PT

Each account will be individually reviewed and responded to via the same medium in which your request is received.

No refund request will be considered without confirmation in writing.

## **12 Programming Work**

12.1 Programming work carried out on your site(s) by The Company shall remain the property of The Company until payment has been received in full by The Company and is not subject to any form of recovery or cancellation by way of charge back or otherwise. All services provided to the client or their agent, may be removed from the applicable website by The Company at any time after the due date of payment has passed and the payment has not been received in full or if payment has been received in full, has been made subject to a Charge back, any costs incurred by The Company by means of directory submissions, article submissions or organic advertisements will also be recovered.

12.2 If you do not renew your 12 month subscription of the services provided by The Company, you must remove all references to The Company on the viewable page and within the source code, this must be removed within 14 days from the cancellation date.

12.3 If the client is found to be using unethical techniques to try and achieve high listings on the search engines (such as cloaking, hidden text, keyword stuffing, etc) The Company will issue a 7 day cancellation request. If the questionable techniques are not removed within that time, The Company will cancel the existing contract with immediate effect and all fees payable to The Company will be retained. The Company will not be held liable for the effect of client using unethical techniques.

12.4 The Company uses various software to track and monitor unique work that has been completed on a client's web site. If this work is replicated or copied in any way (including coding & scripting, software, text content and analytical information) and not paid for, The Company will instruct legal action unless payment is made for the given plagiarism.

## **13. General**

13.1 It is always the policy of The Company to develop and improve its services. The Company, therefore, reserves the right to make any improvements to the designs and specifications of the services.

13.2 The purchase price of the services is where stated, on the invoice inclusive of an annual support fee. If applicable this will be in the first year following purchase of the services by the Buyer. Thereafter, an annual support fee will be charged by The Company to the Buyer to maintain the services in a functional capacity. If the annual support fee is not paid within 14 days of the receipt of invoice therefore, the annual support will be withdrawn and the buyer is required to remove any and all works both on and off page carried out by The Company.

13.3 Nothing in this Agreement shall confer, nor do the parties intend it to confer, any enforceable right on any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

13.4 This Contract shall be governed by the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts in relation to any dispute hereunder.

13.5 The start date of the contract held between the buyer and The Company is when the off page optimisation commences. This is the date when the payment has been received from the buyer.

13.6 All contracts are for a 12 month period (from the date of payment taken) unless otherwise stated. Subsequently all renewal contracts are for a 12 month period, unless otherwise stated, from the original date of expiration.

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## **Terms and Conditions of Unitel Direct Website Development**

### **1. DEFINITIONS**

The following terms and conditions document is a legal agreement between Unitel Direct hereafter "Developer" and "Client" for the purposes of web site design or development. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

Developer is an Internet web design provider offering the Client graphical design, HTML, CSS, Javascript and other related computer programming languages.

### **2.ACCEPTANCE OF WORK**

When the Client places an order to purchase a web site or web site updates from Developer, the order represents an offer to Developer to purchase the web site or web site updates which is accepted by Developer only when an invoice is sent to the Client. No contract for the supply of services exists between Client and Developer until Developer sends an invoice to the Client for payment. The invoice equals acceptance by Developer (or third party supplier) of Clients offer to purchase services from Developer and this acceptance of work is a valid contract between Client and Developer regardless of whether Client receives the invoice.

Any other services on the order which have not been included in the invoice do not form part of the contract. The Client agrees to check the details of the invoice are correct and should print and keep a copy for their records.

If a completed Website Design Form is not received by Unitel Direct within 28 days of sale from the Client, in order to fulfil our contractual duties to the Client, we will complete a generic website design and register a generic domain on your behalf. The Client has no input in the design. However, if the Client believes the design grossly misrepresents their business, the Developer can make amendments at the Developer's discretion dependant on amendments requested.

Developer reserves the right to withdraw from contract at any time prior to acceptance.

### **3.PERMISSION AND COPYRIGHT**

All pages, images, text and code on Developer's web site at <https://www.uniteldirect.co.uk> are copyrighted material.

Client and any visitors to the Developer's web site at <https://www.uniteldirect.co.uk> may not use any of the pages, images, text or code on the web site for use on Client's or visitors own web site or to create a web site, templates or Wordpress templates without prior written permission from Developer.

Copyright of the completed web designs, images, pages, code and source files created by Developer for the project shall be with the Client upon final payment only by prior written agreement. Without agreement, ownership of designs and all code is with the Developer.

These terms of use grant a non-exclusive limited license so that the Client can use the design on one web site on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and the Developer.

Client agrees that resale or distribution of the completed files in full or in part is forbidden unless prior written agreement is made between the Client and the Developer.

Client hereby agrees that all media and content made available to Developer for use in the project are either owned by the Client or used with full permission of the original authors. Therefore, the Client is responsible for providing all content for the project. The Client agrees to hold harmless, protect and defend Developer from any claim or suit that may arise as a result of using the supplied media and content.

Client agrees that Developer may include development credits and links within any code Developer designs, builds or amends.

Client agrees that Developer reserves the right to include any work done for the Client in a portfolio of work.

#### **4.MATERIAL**

Developer reserves the right to refuse to handle:

- a) Any media which is unlawful or inappropriate;
- b) Any media which contains a virus or hostile program;
- c) Any media which constitutes harassment, racism, violence, obscenity, harmful intent or spamming
- d) Any media which constitutes a criminal offence, infringes privacy or copyright
- e) Any other questionable media at Developers own discretion

#### **5.DOMAIN NAMES AND HOSTING**

Client agrees to take all legal responsibility for use of third party domain name, hosting and email services and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services. Any support or payment due relating to the domain name, hosting and email services are to be made between the Client and the third party service.

Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which the Developer requires to upload the static web site if required as part of a project.

A Content Management System (CMS) website is compiled on the understanding that Unitel Direct Ltd will host the CMS website on their own servers. If the Client has requested to have the CMS website hosted on a third party hosting server, it will be the responsibility of the Client to set up the website and CMS platform (Wordpress) on the third party hosting server. We cannot provide support on third party hosting servers due to the unknown infrastructure. As a reseller of Heart Internet, we can offer some support with CMS migration on an external Heart Internet account.

Developer reserves the right without notice to refuse work with domain names or hosting and email services without reason for such rejection or refusal.

## **6. PROJECTS**

All alterations for web sites projects are to be requested in writing either by email or postal mail by the Client. After the specified allowed hours of alterations have been completed, Developer reserves the right to advise the Client as such, and send a separate quotation to the Client and to request payment for any further alterations.

Client agrees to provide any needed information and content required by Developer in good time to enable Developer to complete a design or web site work as part of an agreed project. The Client is also responsible for providing content and media, be it images or video media, taking on responsibility for the copyright of said media.

Client agrees that a HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by internet browser software. Developer agrees to try and match the design as closely as is possible when building the code.

Developer endeavours to create pages that are search engine friendly, however, Developer gives no guarantee that the site will become listed with search engines or of certain search results, unless the Client has purchased a Search Engine Optimisation Package from Unitel Direct relating to the newly developed website. In no event shall Developer be held liable for any changes in search engine rankings as a result of using Developers code.

If an error or issue with the design or code arises during the project which does not allow the design or code to match the original specification, then Client agrees that Developer can apply a nearest available alternative solution.

After site completion, a Client or a third party of their choosing may wish to edit their web site code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If Client or a third party of their choosing edits the web site code which results in functionality errors or the page displaying incorrectly, then Developer reserves the right to quote for work to repair the web site.

Developer reserves the right to assign subcontractors in whole or as part of a project if needed.

Client agrees that it is their responsibility to have regular backups of their website and software made by themselves or third party services in case of a software or hardware failure.

All communications between Developer and Client shall be by telephone, email, or postal mail, except where agreed at Developer's discretion.

## **7.WEB BROWSERS**

Developer shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer and Mozilla Firefox latest releases. Client agrees that Developer cannot guarantee correct functionality with all browser software across different operating systems.

Clients agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their web site. As such, Developer reserves the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software, domain name or hosting changes.

## **8.PAYMENT TERMS**

All prices are subject to VAT.

All invoices must be paid in full within 7 days of the invoice date and Developer will carry out work only where an invoice has been paid by the Client for the work, unless otherwise agreed at Developers discretion.

Additional work requested by the Client which is not specified in the agreed quotation is subject to a separate quotation and Developer reserves the right whether to quote or accept additional work. If additional work is accepted by Developer may affect timescale and overall delivery time of the project.

The Client can choose either to pay the full cost in one payment or split the cost into 2 payments to be agreed with the Developer. Should the cost be split into 2 payments then the first half of the payment is to be received before work commences and the second payment to be received towards the end of work and before handover of finished files.

Developer reserves the right to decline further work on a project if there are invoices outstanding with the Client.

If Developer has begun or completed the work and the Client no longer requires the files but have agreed to the work, they are still obliged to pay Developer for the work that has been carried out.

All invoices are submitted by email except where required otherwise by regulations or agreed at Developer's discretion.

Developer reserves the right to remove its work for Client from the Internet if payments are not received.

## **9.LIABILITY AND WARRANTY DISCLAIMER**

Developer provides their web site and the contents thereof on an "as is" basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. Developer cannot guarantee the functionality or operations of their web site or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

Developer endeavours to provide a web site within given delivery timescales to the best of its ability. However, the Client agrees that Developer is not liable for any claims, losses, costs

incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees Developer is not liable for absence of service as a result of illness or holiday.

The Client agrees Developer is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Developer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Developer to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, Developer cannot guarantee that the display or functionality of the web design or the web site will be uninterrupted or error free. If after handover of files errors are found in code the Developer has created and the main browsers Internet Explorer and Mozilla Firefox, domain name setup and hosting setup are the same as when work began, then Developer can correct these errors for the Client at its own discretion.

If after handover of files errors are found in code the Developer has created and the main browsers Internet Explorer and Mozilla Firefox have released an updated software version, or the domain name setup or hosting setup has been changed, Developer can correct errors for the Client free of charge and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should Client goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Developer reserves the right to cancel forthwith any projects and invoice Client for any work completed.

Developer shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or web site, even if Developer has been advised of the possibility of such damages.

There are sometimes laws and taxes which affect Internet ecommerce. Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

Developer may from time to time recommend to the Client that updates are needed to their site to comply with, including but not limited to, new legislations, software releases and web standards. Developer reserves the right to quote for any updates as separate work. Client agrees Developer is not liable for any failure to inform or implement these updates to their site. Client agrees that it shall defend, indemnify, save and hold Developer harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

## **10.INDEMNIFICATION**

Client agrees to use all Developer services and facilities at their own risk and agree to defend, indemnify, save and hold Developer harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Developer or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects of the project, including but not limited to web site content and choice of domain name.

Client also agrees to defend, indemnify and hold harmless Developer against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

## **11.NONDISCLOSURE**

Developer and any third party associates agrees that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Developer to another party.

## **12.PRIVACY POLICY**

Developer and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes 1) to identify the Client in communications with them 2) to contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client.

## **13.INTERPRETATION**

Developer reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these terms and conditions. Developer shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

Developer reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at the Developers web site at <https://www.uniteldirect.co.uk/terms-and-conditions.html> with a date of last update.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

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## Unitel Direct Telecom Services

**IF THESE TERMS AND CONDITIONS ARE TOO SMALL FOR YOU TO READ COMFORTABLY PLEASE CALL CUSTOMER SERVICE ON 0330 1247 118 AND WE WILL SEND YOU A LARGER PRINT VERSION. OUR CURRENT TERMS AND CONDITIONS AND FULL DETAILS OF ALL PRODUCTS AND SERVICES ARE ALWAYS AVAILABLE ON THE Unitel Direct WEBSITE [www.uniteldirect.co.uk](http://www.uniteldirect.co.uk) AND ARE DEEMED INCORPORATED HEREIN, These terms and conditions are for the supply of telephone lines, call carrying and Broadband supply.**

\*All prices quoted, either written or verbally, are subject to the standard rate of VAT.

**\*Tariff\*** - You will be charged for line rental and calls and broadband at the agreed rates, set out both via telephone and/or in the welcome letter and email which is sent. For contracts initiated and set up by telephone or online then the charges will be in the welcome pack sent out.

**\*\*Payment\*** - Monthly invoices are to be paid by Direct Debit only, If a Direct Debit is cancelled, this will result in immediate service disconnection. This shall result in a £85 reconnection charge and a £15 plus VAT missed Direct Debit charge. Mobile phones are subject to a £35 reconnection fee. Unpaid debt which is cleared via credit card is subject to a 3% handling fee. If Unitel Direct are unable to take a Direct Debit for any reason, this will result in a temporary outbound call bar until such point as this Direct Debit is successfully taken. All payment terms are in addition to the standard Late Payment of Commercial Debts (Interest) Act (1998) and the Late Payment of Commercial Debts Regulations (2002 & 2013)

**\*\*Contract length\*** - The duration of the contract (if signed before 1/1/2013) is 36 months unless otherwise specified and is on a rolling basis which automatically renews at the end of the period. Contracts from the 1/1/2013 are no longer allowed to be rolled over but contracts signed after the 1/1/2013 will be for a period of 24, 36, 48 or 60 (unless other terms have been agreed in writing) months and will not roll over. Contracts that do not roll over will become subject to "out of contract rate" prices and typically are 60% higher than our contractual rates, every attempt will be made no less than 30 days before the expiry of a contract to agree new terms or for a new supplier to take the service.

**\*\*Cancellation\*** - If you, the Customer wish to end your contract with Unitel Direct, you may do so at the end of any contract renewal period, providing you give Unitel Direct a minimum of 30 days prior written notice. If you wish to end your contract with Unitel Direct before the end of your contracted period, you will be charged the higher value of either: (i) your monthly line rental and package fees in advance up until your contracted end date, or (ii) a minimum standard disconnection fee of £499 plus VAT per line and an additional £150 plus VAT per broadband per line. Should you terminate your contract before your legal termination date and you, the Customer, have been provided with a router or any other equipment then this will be charged at £59.99 plus VAT. Further to this, an invoice for any termination fees that Unitel Direct have paid on your behalf will be due if you leave before the contract end date - this also applies to any trial period should you have been given one. We have already confirmed the main points of your contract and charges during your verbal contract agreement, however for full terms and conditions visit: <http://uniteldirect.co.uk/terms-and-conditions.htm#telephone>. Please take a moment to familiarise yourself with these terms for information about when and how you can end your Contract once your cooling off period has ended.



You have the right to cancel your order at any time up to (i) 14 days from the date of sale or (ii) your service activation date, of either line rental or broadband, and must be received (i) in writing to: Unitel Direct, First Floor, Victoria House, Pearson Way, Stockton-On-Tees TS17 6PT (ii) via Customer Services on 0330 1247 118 (iii) via email [tocustomerservices@uniteldirect.co.uk](mailto:tocustomerservices@uniteldirect.co.uk). You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. Please note, Unitel Direct require enough notice to be able to successfully cancel your order, in most cases, this is 48 hours before the activation date. Your activation date will be sent to you in advance via post and email where applicable. If you cancel in writing we will send you an acknowledgment of receipt by e-mail, or letter if we do not have an e-mail address for you.

THE SERVICES MAY BE PROVIDED TO YOU ON A FREE OR TRIAL BASIS AT THE SOLE DISCRETION OF Unitel Direct Telecom.

1. Definitions In this agreement: "Act" means the Telecommunications Act 2003 and any amendments to the Act from time to time or any subsequent substitution thereof. "Airtime Service Provider" means a third party supplying airtime services to the Customer. "Unitel Direct" means Unitel Direct Telecom whose registered office is at Wynyard Park House, Wynyard Ave, Stockton-on-Tees, Wynyard, TS22 5TB. "Direct Debit" means any request(s) for any payment or series of payments by bank direct debit payment method. "Customer" means the customer detailed overleaf. "Equipment" means any equipment or product (including for the avoidance of doubt mobile telephones) supplied by Unitel Direct or any third party on behalf of Unitel Direct to the Customer. "Minimum Term" means the period of the contract from the Commencement Date or such other period as is prescribed for the relevant service. "Mobile Services" means the provision of services in relation to mobile telephone. "Services" means the provision of telecom services and/or Equipment and/or Mobile Services and/or fraud monitor and services provided by us relating to the Internet and any related service provided by Unitel Direct to the Customer under this agreement.

## **2. The Services and Equipment**

2.1 Save as provided in these terms and conditions Unitel Direct shall provide the Customer with such Services and Equipment as are requested by the Customer and any use of the Services or payment for the Services is deemed acceptance of these terms and conditions. In respect of fraud monitor and other services the additional terms and conditions set out on our website shall be deemed to be incorporated herein. Unitel Direct shall only become liable to supply Services to the Customer once satisfactory responses to credit checks and criminal bureau checks have been received by Unitel Direct and (where appropriate) any airtime service provider. Unitel Direct will monitor and record information relating to a customer's trade performance and such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.

2.2 The Customer shall be responsible for the safe keeping and safe and proper use of the Services and any related Equipment after installation of the Services and the Customer undertakes in particular:

2.2.1 not to cause any attachments other than those approved for connection under the Act to be connected to any Equipment.

2.2.2 Not to contravene the Act or any other relevant regulations or licences.

2.3 The Customer hereby agrees that its apparatus shall at all times conform to the standard or standards (if any) for the time being designated under the Act

and Unitel Direct shall not be under any obligation to connect or keep connected any Customer apparatus if it does not comply or if in the reasonable opinion of Unitel Direct it is likely to cause death, personal injury, damage or to impair the quality of any Services provided by Unitel Direct.

2.4 The Customer undertakes to use the Services in accordance with the Act and Unitel Directs acceptable use policy and fair usage policy (as published from time to time at [www.uniteldirect.co.uk](http://www.uniteldirect.co.uk) and the Customer further undertakes not to use the Services and to procure that none of its employees use the Services:

2.4.1 as a means of communication for a purpose other than that for which the Services are provided, and

2.4.2 for the transmission or receipt of any material which is defamatory offensive or of an abusive or menacing character or otherwise is in breach of Unitel Direct's acceptable use policy.

2.5 Any Equipment supplied by Unitel Direct further to a rental agreement remains the property of Unitel Direct and must be made available for collection on the expiry or termination of this agreement. Unitel Direct are only able to support equipment provided by themselves. Unitel Direct cannot be held liable for any third-party equipment which is not compatible with the service we provide, and any subsequent down-time which may arise as a result of this.

2.6 The Customer will not procure or be party to an agreement or arrangement to provide or receive telecommunications material, Services or services similar to the Services by way of telecommunication provision via the Equipment without the permission of Unitel Direct in writing and the prior payment in full for the Equipment. For the avoidance of doubt the use and/or provision of services using the Equipment and/or Services which may be deemed by the airtime services provider as a gateway is a material breach of this agreement.

2.7 The Customer shall not publicise any number in any way or commit to any advertising or publicity until such time as it has received from Unitel Direct in writing confirmation that the number is live and tested. Unitel Direct will use reasonable endeavours to provide you with the Services by the dates agreed with you and to continue to provide the services until this agreement is terminated. Unitel Direct will not be liable for any loss or damage should the Service not commence or restart on the agreed date. Where Unitel Direct is supplying network services as part of the Services the Customer must provide to Unitel Direct details of all the related services that it wishes to receive relating to any telephone number that the Customer wishes to use. Unitel Direct will provide network Services through such party as it deems appropriate.

2.8 The Customer shall give Unitel Direct at least 30 days written notice in the event that above average use of the Services is likely to occur. Unitel Direct shall not be liable for failure/withdrawal of any part of the Services should such notice not be given.

2.9 Unitel Directs acceptable use policy and fair usage policy form part of this agreement and includes any restrictions imposed on Unitel Direct by the provider to it of the Services and/or Equipment and is designed to protect the level and quality of the services that Unitel Direct offers to all of its customers and permits Unitel Direct to regulate the Customer's use of the Services.

2.10 The Customer hereby specifically authorises Unitel Direct to send/resend CPS during the continuance of this agreement, and hereby waives Unitel Directs obligation to notify it of the same being done. If the Customer wishes to receive such notification then it must so inform Unitel Direct in writing.

2.11 Where Unitel Direct provides software to the Customer as part of the Services and/or Equipment Unitel Direct hereby licences the software to the Customer solely for the use of the same by the Customer in connection with the Services and/or Equipment. This licence automatically terminates on termination of this agreement. Unitel Direct does not warrant that the software will be error-free and the Customer hereby agrees to make proper back-ups of all data.

2.12 Cancellations.

If Unitel Direct incur provisioning, engineering or other fees associated with meeting the customer's requirements and/or subsequently the line does not become operational for any

reason then Unitel Direct have the right to charge the customer appropriate fees per line

2.13 Broadband, the broadband may or will be provided by a 3rd party supplier, no guarantee is made to the speed of the broadband that the customer receives and is completely dependent on the customers phone line and their local exchange (where applicable), Unitel Direct will not be held responsible or accept any liability should the broadband fail, not work, incur any loss of supply or disruption either in the transfer of the supply to Unitel Direct, away from the supply of Unitel Direct or through the current supply period with Unitel Direct. That includes any data lost –such as emails etc. Download limits and restrictions will apply and we have the right to terminate the Broadband supply at any given time without notice if it is deemed that the use of the broadband has been for any of the reasons set out in sections 2, 2.1, 2.2, 2.2.1, 2.3, 2.4, 2.4.1, 2.9 or for any non-payment of services. The broadband allowance available is subject to discussed contract and selected package. Anything that goes over this will be charged at £2.50 per 1GB exclusive of standard vat.

Every broadband customer that joins us or uses us (unless otherwise stated at point of sale) will be put onto our LLU broadband (Bronze Broadband Package) giving the customer a discussed amount of broadband allowance, if LLU is not available in the area then Unitel Direct's alternative product will be used, subject to the same terms. Customers can specify that they wish to have extra usage on their broadband package. Customers who switch to Unitel Direct on our Bronze broadband who exceed the allocated allowance will incur additional costs but can upgrade their broadband package to a more suitable one depending on what they are using. Pricing for all broadband upgrades are subject to contract. Prices are subject to change without given notification.

2.14. Mobile phone bundles are available and allow calls to UK mobiles at any time of the day, this excludes the network 3, and calls over the allowance are subject to our normal charges and connection fees.

### **3. Term**

3.1 This agreement shall commence on the date hereof and subject to the remaining terms of this Clause 3 shall continue for the Minimum Term and thereafter for further periods each equivalent to the Minimum Term until terminated by either party giving to the other not less than 30 days prior written notice but not greater than 60 days prior written notice expiring at the end of the Minimum Term or at the end of any subsequent period as appropriate, such notice to be sent by recorded delivery mail effective on the date the notice is received by Unitel Direct.

3.2 Either party shall be entitled forthwith to terminate this agreement by giving written notice to the other if:

3.2.1 the other commits a continuing or material breach of this agreement and, if the breach is capable of remedy, fails to remedy it within 7 days after receipt of a written, telephone call or email notice giving full particulars of the breach and requiring it to be remedied; or

3.2.2 an administrator takes possession or a receiver is appointed over any of the property or assets of the other party, the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order, the other party becomes bankrupt or goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the other party under this agreement); or

3.2.3 the other party ceases, or threatens to cease, to carry on business.

3.3 Unitel Direct may terminate this agreement immediately if:

3.3.1 any licence or agreement under which Unitel Direct or the Customer has the right to run its telecommunications system and in the case of the Customer connect it to the Unitel Direct system is revoked, amended or otherwise ceases to be valid; or

3.3.2 the Customer is suspected, in the reasonable opinion of Unitel Direct, of involvement with fraud or attempted fraud in connection with use of the Services or this Agreement;

or

3.3.3 Unitel Direct reasonably suspects that the Customer is unable to pay or is refusing to pay Unitel Direct charges and/or budget plan payments.

3.4 For the purpose of clause 3.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

3.5 A waiver by either party of a breach of a provision of this agreement shall not be considered as a waiver of a subsequent breach of the same or another provision.

3.6 If the Customer gives less than the specified amount of written notice to terminate this agreement (as per Clause 3.1) or ceases to use the Services or a part thereof (including reduced usage) or attempts to terminate this Agreement prior to the expiry of the Minimum Term or any subsequent period equivalent to the Minimum Term or fails to achieve any minimum call spend as set out overleaf, Unitel Direct reserves the right to invoice the Customer for the loss it suffers, which includes loss of revenue for the short notice given for the balance of the Minimum Term based upon an average of 6 calendar months bills of the Customer in which periods the Customer has made full use of the Services (or such lesser period as is available). Upon termination Unitel Direct shall be entitled to raise invoices for all sums due and all invoices (whenever raised) shall become due for payment immediately which includes all terms set out overleaf.

3.7 In the event of termination by either party for any reason:

3.7.1 Unitel Direct shall be entitled to recover from the Customer the Equipment or cost thereof as appropriate, including where appropriate, but not limited to the cost of installing or removing the Equipment, all liabilities, claims, costs, losses and expenses incurred by Unitel Direct including the initial CPS and engineering costs and of providing the Services and all losses suffered by Unitel Direct by way of third party claw-back where such claw-back is due to the breach by the Customer of this agreement or the third party agreement;

3.7.2 and until such time as the Customer has transferred to a new provider, Unitel Direct shall be entitled to amend its charges to its the standard published usage charges.

3.8 The rights to terminate this agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach. Continued use of the Services post termination will result in Unitel Direct levying its standard published usage charges for all Services used, which charges the Customer shall pay immediately upon demand.

#### **4. Access to premises**

4.1 To enable Unitel Direct to comply with its obligations under the Agreement:

4.1.1 the Customer shall allow or procure permission for Unitel Direct and any other person(s) authorised by Unitel Direct to have reasonable access to the Customer's premises and the Services' connection points or, where network connection services form part of the Services, such location on the Customer's premises and/or any neighbouring premises as Unitel Direct reasonably requires and shall at all times provide such reasonable assistance as Unitel Direct requests.

4.1.2 Unitel Direct will endeavour to carry out work by appointment and during normal working hours, but may request the Customer to provide access at other times. If at the request of the Customer Unitel Direct carries out work outside its normal working hours the Customer will be responsible for Unitel Directs reasonable additional charges.

4.1.3 The Customer shall carry out such site preparations as Unitel Direct may reasonably require.

4.2 If the Customer requests maintenance or repair work which is found to be unnecessary or results from an act or omission of the Customer, Unitel Direct will charge for the work and the costs incurred.

4.3 The Customer hereby duly authorises Unitel Direct, its dealers and agents to reprogram and or remove existing access equipment in order to provide the Services. In the event that

the work is undertaken by the Customer's existing telephone system maintainer and not Unitel Direct, Unitel Direct will pay a maximum contribution of £75 plus vat towards any charges raised by the Customer's existing telephone system maintainer. The Customer to pay all other costs.

## **5. Charges and Payment**

5.1 Following the expiration of a trial period that may be provided to you at the sole discretion of Unitel Direct Telecom and unless otherwise specified in writing by Unitel Direct the Customer agrees to pay Unitel Directs charges and/or budget plan payments monthly by Direct Debit, the first payment to be made at the discretion of Unitel Direct within thirty days of the start of the provision of the Services and in accordance with the applicable tariffs. Where network connection and/or line rental services form part of the Services the charges shall be paid in advance.

5.2 Usage charges will be such charges for the use of the Services by the Customer as Unitel Direct may notify to the Customer from time to time by e-mail or by post. Details of the Customer's current charges can be obtained by emailing Unitel Direct at [customerservices@uniteldirect.co.uk](mailto:customerservices@uniteldirect.co.uk) with full account details. There will be a minimum monthly usage charge and low usage charge for each Service as set out in Unitel Directs price list from time to time. Usage charges payable shall be calculated by reference to any data recorded or logged by Unitel Direct or its service carrier and not by reference to any data recorded or logged by the Customer. Unitel Direct shall be entitled to estimate the usage charges in circumstances where the relevant data is not available to Unitel Direct in a timely manner, and any estimated usage charge shall be reconciled on a subsequent invoice.

5.2.1 Unless otherwise stated all other amounts due from the Customer to Unitel Direct shall be paid within 7 days of the date of Unitel Directs invoice.

5.3 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to Unitel Direct (such failure to pay being a material breach of this agreement), Unitel Direct may charge the Customer an administration fee of £15 and interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above Royal Bank of Scotland Telecom's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). On the first failed direct debit Unitel Direct may or will put a suspension on the supply and the service that the customer receives, this may be such as an outgoing call bar or a suspension of the broadband supply, this will be until such monies that are outstanding are paid in full. If a Direct Debit is cancelled, this will result in immediate service disconnection. This shall result in a £85 reconnection charge and a £15 plus VAT missed Direct Debit charge. Unpaid debt which is cleared via credit card is subject to a 3% handling fee. If we are unable to take a Direct Debit for any reason, this will result in a temporary outbound call bar until such point as this Direct Debit is successfully taken.

5.4 The price for the Services is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Unitel Direct.

5.5 The Customer agrees to pay Unitel Direct in full without any set-off all sums due to Unitel Direct under this Agreement.

5.6 Unitel Direct shall be entitled to require the Customer to pay a deposit in respect of future usage charges and the Customer shall pay the amount so required within 7 days of a request for the same.

5.7 The Customer authorises Unitel Direct to vary the amount, frequency and time of any Direct Debit to such level as Unitel Direct deem reasonably appropriate (a) to take account of either an increase or decrease in usage of the Services by the Customer (b) to reduce such indebtedness of the Customer to Unitel Direct and/or (c) to such other operational matter affecting the Services as Unitel Direct shall in its discretion deem reasonable.

5.8 If any payment is cancelled or returned unpaid by the Customer's bank or if the Customer fails to discharge any invoice within 7 days of its date, then without prejudice to any right or remedies under this Agreement, Unitel Direct shall from the time of such

failure provide the Services at the standard published usage charges and in addition the Customer agrees to pay Unitel Direct an administration fee of £25.00. For the avoidance of doubt the time of payment is of the essence of this Agreement and a failure to pay on time or the cancellation of a Direct Debit shall be a material breach of contract allowing Unitel Direct to terminate this Agreement immediately. Invoices paid by credit card incur an additional £5 or 3% charge of the transaction whichever is the greater.

5.9 Should the Customer have any dispute with regard to the usage charges or any other charges, the Customer shall give written notice to Unitel Direct of the amount in dispute and the reason for the dispute. Any rectification or amendment of such disputed charges are limited to the 6 months prior to the written notification being received by Unitel Direct and remains at Unitel Direct's sole discretion such discretion not to be unreasonably withheld. Such notice must be received prior to the Customer not paying any amount due to Unitel Direct, failing which the Customer shall be deemed to be in breach of contract and clause 3.3.3 shall apply together with clause 5.8 and clause 5.3 in respect of the entire balance. The Customer shall remain liable to pay all amounts not in dispute in accordance with the terms of this agreement.

5.10 The Customer remains liable for all charges whether the Customer or someone else used the services and whether the services were used with the Customer's knowledge and consent or otherwise including and not limited to calls made by a rogue callers and calls made by any third party who has gained unauthorised access to the Customer's system.

5.11 Unitel Direct retain the right to vary the charges set out in the tariff at any time upon giving the Customer 7 days' notice such notice to be given either on the monthly invoice or on [www.uniteldirect.co.uk](http://www.uniteldirect.co.uk) and continued use of the Service is deemed acceptance of these changes.

5.12 Any calls that are routed by any means beyond the control of Unitel Direct and for which you are invoiced by another provider will remain the responsibility of the customer.

5.13 Monthly invoices are to be paid by Direct Debit only. If a Direct Debit is cancelled, this will result in immediate service disconnection. This shall result in a £85 reconnection charge and a £15 plus VAT missed Direct Debit charge. Unpaid debt which is cleared via credit card is subject to a 3% handling fee. If we are unable to take a Direct Debit for any reason, this will result in a temporary outbound call bar until such point as this Direct Debit is successfully taken.

5.14 The duration of the contract is 36 months unless otherwise specified if signed before the 1/1/2013 and is on a rolling basis until 1/1/2013 which automatically renews at the end of the period. After 36 months, contracts may be cancelled with 30 days written notice. Customers who join us after the 1/1/2013 on contracts will be for a supply period of 24, 36, 48 or 60 months unless otherwise agreed in writing and are not rolled over. Attempts will be made by either phone, letter, email etc. To contact the customer to agree a new contract or the agreed transfer to an alternative or new supplier, should no agreement be met and no new contract agreed then the customer will be supplied at our out of contract rates which are 60% higher than they were previously on, this pricing will stand until a new supplier takes the supply of phone lines, calls and broadband or a new contract is agreed with Unitel Direct.

5.15 If you wish to end your contract with us, you may do so at the end of any contract renewal period, providing you give us a minimum of 30 days prior written notice. If you wish to end your contract with us without giving us the required notice, you will be charged your monthly package fees in advance up to the end of your contracted date.

5.15.1 The Customer may become an active Customer with Unitel Direct via acquisition, partnership or sale. All standard terms and conditions are applicable to all customers acquired via any method, inclusive, but not exclusive to, the examples listed above.

5.16 Customers who have any network features, including but not exclusive to; call divert, call waiting, anonymous call rejection, applied to their lines will be charged a minimum monthly fee of £3.75 plus standard VAT per feature per line. We apply Fraud Monitor as standard to all telephone lines which activate with Unitel Direct LTD. This is an opt-out service and is charged at £2.49 plus standard VAT per month.

5.17 All calls are subject to a connection charge. Charges are applicable as follows: (1) Local and national calls 1.9p (2) 0844, 0845 and all other premium numbers 10p with a 10p

connection charge (3) All mobile telephone numbers 9.95p (4) All international calls 15p minimum.

5.18 A fair usage policy of 100GB per month applies to all unlimited broadband packages. Our Services are provided to other users, we owe a duty to them as a whole to preserve our Network integrity and to avoid Network degradation.

Should any customer exceed this broadband usage Traffic Management and additional charges may apply. Traffic management is only applied to a small minority of customers who regularly exceed their allowance. Unitel Direct do not limit the amount of data that can be used as standard, but the speed in which it can be downloaded. Unitel Direct may change your Services, (including without limitation, your Transmission Speed if you are a Broadband Service Customer) or manage your use of, or access to our Broadband Service as we see fit in the circumstances. Speeds may be limited to a maximum of 64kbps should any user excessively exceed the fair use policy. This can be applied at any point throughout the month, and will remain in place until a new billing period. These reasons include but are not limited to, any circumstances where you are running an application or program that places excessive bandwidth demands on the Broadband Service for continued periods.

## **6. Suspension of the Services**

6.1 Unitel Direct shall be entitled, for business, operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on Unitel Direct by its licence or by any other competent authority (including any network provider), to withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer whether on a temporary or permanent basis provided that Unitel Direct gives the Customer the maximum period of notice in writing thereof practicable in the circumstances.

6.2 If the Customer is in breach of a material term of this agreement Unitel Direct may at its sole discretion and upon giving the Customer written notice elect to suspend without compensation the provision of Services for a period not exceeding 14 days. If the breach is capable of remedy and is remedied by the Customer within the 14-day period then Unitel Direct shall recommence the provision of Services. If the breach is not capable of remedy or if so capable is not remedied within the period of 14 days, then Unitel Direct shall have the option of either terminating this Agreement under the provision of clause 6.1 or of continuing the Services.

6.3 If the Customer's call charges exceed the estimated call spend or the credit limit given to the Customer by Unitel Direct, whichever is the lower, then Unitel Direct reserves the right to request immediate payment of the excess amount and to demand in accordance with clause 5.6 a deposit be paid in such amount as Unitel Direct shall deem to be reasonable. If payment is not made forthwith by the Customer, Unitel Direct shall be entitled to suspend all or any of the Services until payment of the excess amount is made in full.

6.4 Notwithstanding and without prejudice to any of its rights under this Agreement, Unitel Direct reserves the right to withdraw the Services or any part thereof at any time if the monthly charges to the Customer are not, in the opinion of Unitel Direct, sufficient to make provision of the Services viable for Unitel Direct.

## **7. Liability**

7.1 Nothing in this agreement shall exclude or restrict the liability of either party for death or personal injury resulting from its negligence.

7.2 If the Services fails to operate or the Customer diverts traffic to another carrier, Unitel Direct will not be responsible for that carrier's charges.

7.3 Neither party shall be responsible to the other in contract, tort or otherwise for any loss of business, loss of data, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever save that this exclusion shall not apply to the fraudulent

activities of either party nor to any claw-back or other loss suffered by Unitel Direct pursuant to the determination by an airtime services provider that the Customer has used and/or provided services using the Equipment and/or Services which it deems a gateway.

7.4 Each party's liability in tort, contract or otherwise arising out of or in connection with the performance of either party's obligations under this Agreement shall be limited to £1,000,000 for any one incident or series of incidents and £2,000,000 in aggregate.

7.5 Neither party shall be liable to the other for any damage or loss which may be incurred by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God failure or shortage of power supplies, trade dispute, any act or omission of Government, highways, regulatory bodies, other public telecommunication operators or other competent authority, or supply of services by third parties.

7.6 Where you accept this invoice on behalf of a Limited Company, you confirm that you give a personal guarantee to pay any invoices/disbursements should the Limited Company be unable or unwilling to pay those invoices/disbursements for any reason.

## **8. Mobile Services**

8.1 In respect of Mobile Services and unless Unitel Direct advise otherwise the Customer shall enter into an agreement direct with the Airtime Services Provider and is responsible for all aspects (including the management) of that airtime service agreement. Unitel Direct shall assist the Customer wherever possible in the management of the airtime service agreement.

8.2 If Unitel Direct agrees to reimburse to the Customer charges for specified mobile numbers in respect of the Customer's transferring Airtime Service Provider in respect of such mobile numbers reimbursement must unless otherwise agreed in writing (i) be claimed by the Customer not earlier than four months from the date of transfer and (ii) be only claimed in respect of such mobile numbers as remain live and have not had a notice of termination of contract served at the date of the claim.

8.3 Unitel Direct will be paid commission (initially and on an ongoing basis) by the Airtime Service Provider for introducing the Customer and other customers to it. Such commission may be clawed back in certain circumstances due to the act or omission of the Customer, including if the airtime service agreement is terminated or in respect of gateway or unauthorised use by the Customer. The Customer shall indemnify Unitel Direct against any such claw-back and immediately on demand pay to Unitel Direct an amount equivalent to that clawed-back.

8.4 Where it is agreed that Unitel Direct shall pay to the Customer a cash incentive inducement or subsidy for entering into an airtime services agreement, any such amounts must be invoiced by the Customer in three equal amounts such invoices to be dated and delivered at the end of months 6, 12 and 18 of the airtime services agreement. Payment shall only be due to the Customer where the airtime services agreement has not been terminated before the end of the minimum term of the airtime service agreement. The Customer shall produce to Unitel Direct such evidence as Unitel Direct may reasonably require as to the continuation in force of the airtime service agreement.

8.5 Any cash incentives or subsidies due under this clause 8 that have not been claimed by the Customer within 14 days from the end of the minimum term of the airtime service agreement become null and void.

8.6 Any Equipment supplied in connection with Mobile Services shall be supplied subject to these terms and conditions. Unitel Direct shall endeavour to supply the Equipment as soon as practicable and reserves the right to alter specifications or designs at any time to meet such delivery target.

8.7 All such Equipment will be supplied with the manufacturer's guarantee, unless otherwise agreed in writing. The Customer hereby acknowledges that the manufacturer's guarantee is only valid if the Customer complies with the terms and conditions of manufacturer's guarantee.



8.8 The Customer shall be liable for the full costs of any repairs carried out to the Equipment which are not covered by the manufacturer's guarantee.

## 9. General

9.1 Unitel Direct reserves the right to change the provider of the Services to it at any time; further Unitel Direct reserves the right to change these terms and conditions at its sole discretion. The customer understands that it is their own prerogative to be aware of current terms.

9.2 A notice required or permitted to be given by either party to the other under this agreement shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and, save in respect of a notice pursuant to clause 3.1, shall be deemed served on the second after the same has been posted.

9.3 If any provision of this agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected

9.4 The Customer shall not assign sub-license, delegate or otherwise deal with all or any of its rights and obligations under this agreement without Unitel Directs prior written consent, such consent not to be unreasonably withheld. Nothing in this agreement shall be deemed to grant to the Customer a licence to use any software or other intellectual property right (which shall include the Unitel Direct trade marks) other than strictly in accordance with the terms of this agreement. For the avoidance of doubt, the Customer shall not be entitled to sub-license any such software or other intellectual property right.

9.5 These terms and conditions together with the verbal consolidation which is read at point of sale, plus any terms set out in the order constitute the entire agreement between the parties, supersede any previous agreement or understanding and, subject to clause 9.1 and 5.2, these terms may be varied orally by Unitel Direct. Where possible, Unitel Direct will endeavour to verbally consolidate account changes, however all standard terms and conditions remain unaffected, in particular by the additional or removal of network services such as call packages or broadband allowances. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. In entering into this the Customer acknowledges that it does not rely on any representations which are not confirmed in the terms of this agreement, but nothing in this agreement affects the liability of either party for fraudulent misrepresentation.

9.6 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

9.7 The laws of England shall govern this agreement, and the Customer agrees to submit to the exclusive jurisdiction of the English Court.

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## **Unitel Direct Trade Finder Plus, Fast Track 10 Package, Bronze/Silver/Gold Website Design Package & TV Offer Website Design Package**

### **1. Terms**

1.1 Our Fast Track 10 and Bronze/Silver/Gold packages are mini-sites built on a generic domain name. The number of pages on this website would depend on the package purchased. Either 2 (Fast Track), 3 (Bronze), 6 (Silver) or 10 (Gold) pages. As these are fixed template sites, the format is not changeable. A domain name is the www. address and may consist of any extension, for example, .co.uk, .com. They are a generic, template website, and are all subject to the same standard format. Any changes outside of this standard format may be subject to an additional charge / upgrade to a bespoke website package.

1.2 The domain name registered with the sales person upon date of purchase is rented from Unitel Direct, and therefore is registered in Unitel Directs name.

1.3 This domain name must be renewed with Unitel Direct, and is the property of Unitel Direct unless payment is received to transfer this domain name away from us.

1.4 Whilst we endeavour to check each available domain name upon purchase, if it transpires that a domain name is not available, we will register the closest domain name available.

1.5 Upon completion of your mini-site, we will email you confirmation of your new site. It is your responsibility to check that content and domain name are suitable.

1.6 If no content is provided for your Mini-site, we will look for other online sources. You, the customer, gives your express permission for us to take information from whichever sources we see fit. If we are unable to find further company information on the Internet, your Mini-Site will be complete with filler text and images, and will be published to a domain name. It will be your responsibility to change this filler text.

1.6a We endeavour to use stock images we deem industry suitable. We cannot be held responsible for any company misrepresentation portrayed in these images. However, if you believe the image(s) do (es) grossly misrepresent your business, we will make necessary adjustments to rectify this with image(s) provided by The Client.

2. Upon completion of your mini-site, we offer a 5-day period for any changes to be made to the images or content on your mini-site after this period, you will then be responsible for your own changes.

2.1 We will provide you with 'editor' log-in details, which will not allow for enough access to change the main body of the Fast Track website.

2.2 If changes are made to your website which results in a lack of functionality, Unitel Direct reserves the right to charge for your Mini-Site to be re-built.

2.3 Whilst we will endeavour to explain how to use the editing software of your mini-site, it is your responsibility to ensure you read any appropriate literature provided.

2.4 Unitel Direct does not permit the changing of password on either your Fast Track site or your StatCounter tracking system.

2.5 We do not offer set search engine positions with our Fast Track package. Our Fast Track package is subject to all other terms and conditions Unitel Direct hold.

3. Payments for your Fast Track package, Bronze package, Silver Package, Gold package will be taken either via a one-off payment or via Direct Debit over a period of a 12-month rolling contract. If you wish to cancel your agreement, we require written notice 30 days prior to the expiry date, should no notice be received your contract will automatically renew under the same terms. Unitel Direct will retain your domain name, and reserves the right for this domain name to be sold to other companies.

3.1 We may arrange for a monthly Direct Debit to be set up as discussed at point of sale. You are covered by the Direct Debit Guarantee. This Direct Debit must be received each month to fulfil your contractual agreement with ourselves.

3.2 Should a situation arise when you, the customer, does not wish to continue your contract with Unitel Direct, we will request that the remaining term of the contract is received via Credit or Debit card. Cancelling a Direct Debit with Unitel Direct does not automatically cancel your account, and you will incur a charge of £15 for each Direct Debit missed.

3.3 Contractual terms relating to payment of either our bronze, rapid rank, silver, Gold, Fast Track and directory packages applicable.

3.4 Should your business cease trading or no longer require our services, we will require payment in full for the remaining term of your contract. Unitel Direct reserves the right to remove or sell your domain name.

3.5 If payment is not received in full for your 12 month contract with Unitel Direct, your account may be passed to our in-house Debt Recovery Department.

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## **Unitel Direct Adwords Campaign Packages**

### **1. Terms**

1.1 All customers will be subject to a 20% fee taken from the agreed budget as a management fee.

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#### **GDPR Package:**

All of our packages include SSL as standard. However, this will only be applied should the site require the certificate.

This certificate is only required on a site that hosts a shop or collects bank details in any way shape or form.

Any website that does not fall into the category of the above will not be issued with an SSL certificate by Unitel Direct as it is a information site only. The contact page will be covered as standard under GDPR Legislation. (Use of free will tick boxes)

All customers need to provide us with their own privacy policy if they would like it adding to their website.

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#### **Your complimentary Yell.com & Yell Connect Product**

You will receive a complimentary bolt on Starter Advert on Yell.com providing you are not already a paying advertiser with Yell. You will also receive the Yell Connect product across the partner sites complimentary.

Please be aware that you will be bound by the Yell advertising policy for the Yell.com advertising and the Yell Connect product separately. In order for your products to get activated you will receive a separate order form that will need to be signed and accepted by you prior to being activated on the Yell.com website & Yell Connect. \*

\*Your package with Unitel Direct is not affected if this form is not signed.

Please note this is a complimentary product, should you default on your contractual payment your Yell product will be removed along with the Directory entries. Your Domain site will remain live until the payment issues are resolved.