

**SECAura Telecom Terms & Conditions**  
**Effective 1st June 2016**

These Terms and Conditions are set out by SECAura Solutions to cover voice services provided by SECAura Telecom covering any third party services or equipment provided by SECAura Solutions or SECAura Telecom.

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## 1. DEFINITIONS

1.1 In this Agreement:

**Agreement** means this Agreement laid out herein and on SECAura Solutions and Secaura.co.uk and Secauratelecom.uk websites.

**Associated Company** means any subsidiary, holding or ultimate holding company, or any subsidiary of such ultimate holding company of the Customer.

**Autonomous System** means a collection of connected Internet Protocol (IP) routing prefixes under the control of one or more network operators that presents a common, clearly defined routing policy to the Internet provided by the Customer by the Company.

**Collocated Equipment** means a server, that is provided by the Company to the Customer, that is located at a dedicated facility designed with resources which include a secured cage or cabinet, regulated power, dedicated Internet connection, security and support which offers the customer a secure place to physically house their hardware and equipment as opposed to locating it in their offices or warehouse.

**Company** means SECAura Solutions or Secaura Telecom, whose office is at 17 Strathearn Terrace Crieff, Perthshire. PH7 3AQ

**SECAura** means SECAura Solutions or Secaura Telecom, whose office is at 17 Strathearn Terrace Crieff, Perthshire. PH7 3AQ

**A Complete DDI Number range** is a consecutive number range containing no missing numbers or number jumps. An example of a complete DDI range is +441074401800 to +441074401819, incrementing by one from the start of the range to the end, therefore, producing a 10 number DDI range.

**Customer** means any person or organisation with whom the Company enters into an Agreement following acceptance of a written application by that person or organisation.

**Customer Content** means any programming, software, coding, graphics, files or scripts, WAV recordings located within the web space or voice system allocated to the Customer by the Company as part of the Service.

**Domain Name** means the unique name that identifies an internet resource, such as a website or email address, which has been registered by the Company. To avoid confusion, an example of a domain name in use as a website address is: [www.secaura.co.uk](http://www.secaura.co.uk) and an example of a domain name in use for e-mail is [sales@secaura.co.uk](mailto:sales@secaura.co.uk)

**Internet Address** means such sequence of alpha numeric or numeric only characters as are used from time to time by the Customer to identify himself and or his/her computer or computers to other users of other computers to which the Company is from time to time connecting or otherwise forwarding data to and from the Customer.

**Minimum Period** means the contract length corresponding with the relevant Product being provided referred to in Schedule 1.

**Password** means the alpha numeric characters chosen and used exclusively by the Customer at his/her own risk for the purpose of securing and maintaining the exclusivity of his/her access to the Company's Services.

**Product** means SIP Trunk/ Failover/ Fax-to-Email/ International Number/ Mobile Call Recording/ VxDLSL/ MxDLSL/ ADSL/ Leased Line DIA Assured/ BCFTTC Bundled products/ BCFTTC Non Bundled Product/ Business Connect EFM All Products 12 month contract/ Business Connect EFM All Products 36 month contract/ / Voice SIP products (Bundled)/ Voice SIP Products (Non Bundled)

**PSTN Telephone numbers** are unique public telephone numbers provided for use with some Company Services.

**Schedule of Rates** means the list of the Company's Call rates provided in the Agreement, as amended from time to time.

**Service** means the provision of the services and Products as detailed in Schedule 2.

**Service Charges** means the sums payable for provision of the Services.

**Service Commencement Date** means the date identified as the delivery date on the Company invoice to the Customer.

**Service Contract Order Form** means the form provided by the Company to the Customer which may be used to order the Services incorporating these terms and conditions.

**User name** means such sequence of alpha numeric characters as are used from time to time by the Customer to identify himself to other users of other computers to which the Company is from time to time connecting or otherwise forwarding data to and from the Customer.

**Value Added Services** means such other services provided by the Company to the Customer from time to time as agreed between the Customer and Company.

**MRC** Monthly rental Contract

1.2 Contextual references to his/her/it's or he/she/it within this Agreement are references to the Customer. A reference to an organisation shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

## 2. COMMENCEMENT AND DURATION

2.1 The agreement shall commence on the date on which it has been signed by both parties and shall continue, unless terminated earlier in accordance with clause 16, until either party gives to the other party one month's written notice to terminate, expiring on or after the end of the Minimum Period.

## 3. ACCEPTANCE OF APPLICATION FOR SERVICE

3.1 The Customer will apply for the Service by way of written application ('Application'). The Company reserves the right to refuse any application for the Service. Following acceptance of the Application, the Customer has agreed to enter into this Agreement or has signified their agreement to this Agreement by signing the order form provided by the Company or by placing an order online at the Company's Website. Credit checks are carried out prior to accepting the Application.

3.2 Prior to acceptance of the Application, the Company will determine the credit limit (if any) to be provided to the Customer in the provision of the Services.

## 4. THE SERVICE

4.1 Subject to this Agreement the Company will:

- (a) Provide the Customer with the Services from the Service Commencement Date.
- (b) Provide the Service with the reasonable skill and care of a competent telecoms service provider.
- (c) Shall endeavour to provide the Service with as few faults as possible. The Company shall repair any faults which affect the Service once such faults are brought to the Company's attention... The Company keep the Customer informed as to the progress on the repair of any fault reported to them.
- (d) Not provide guaranteed access to Provide outbound SIP connectivity to the PSTN via a SIP Proxy.  
Not provide guaranteed access or guarantee access to emergency telephone services using either 999 or 112.

4.2 Occasionally, the Company may:

- (a) For operational reasons change the technical specification of the Service provided that any change to the technical specification does not materially affect the performance of the Service;
- (b) Suspend the Service for operational reasons such as maintenance, Network alterations or because of an emergency; or
- (c) Give the Customer instructions, which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided to the Customer

4.3 Before the Company takes any action under clause 4.2, it shall give the Customer as much notice as possible and, when this involves suspending the Service, shall, whenever practicable, agree with the Customer when the Service will be suspended.

## 5. USE OF THE SERVICE

- 5.1 The Customer may not use the Company's Service in any way that:
- (a) Does not comply with the terms of any legislation or any license applicable to the Customer or is unlawful;
  - (b) Does not comply with any instructions given under clause 4.1 and 4.2 or by another telecommunications operator or competent authority in any country where the Service is provided; or
  - (c) Will knowingly put the Company in breach of the terms of any agreement it has with any other telecommunications operator.
- 5.2 The Customer indemnifies Company against any claims or legal proceedings, which are brought or threatened against them by a third party because the Service is used in breach of clause 5.1.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Where The Company provides software to the Customer to enable the Customer to use the Service, the Company grants the Customer a non-exclusive, non-transferable license to use the software for that purpose.
- 6.2 The Customer shall not, without the Company's prior written consent, copy or (except as permitted by law) decompile or modify such software, or copy any associated manuals or documents.
- 6.3 The Customer and the Company shall sign any agreement reasonably required by the owner of the Intellectual Property Rights in the software referred to in clause 6.1 to confirm how that software will be used and to protect its Intellectual Property Rights.
- 6.4 Each party agrees not to use any trading name, trademark or logo of the other party (whether registered or not), without that party's prior written consent.

## 7. CONFIDENTIALITY

- 7.1 Each party shall keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under the agreement and shall not disclose that information to any person (other than its employees, professional advisers or its suppliers who need to know the information) without the written consent of the other party.
- 7.2 This clause 7 does not apply to information that:
- (a) has been published other than through a breach of this agreement;
  - (b) was lawfully in the possession of the recipient before the disclosure under this agreement took place;
  - (c) is obtained from a third party who is free to disclose it; or
  - (d) a party is requested to disclose and, if it did not, could be required by law to do so.
- 7.3 Each of the party's liability under this clause 7 is unlimited and the limitations of liability in clause 13 do not therefore apply to this clause 7.
- 7.4 This clause 7 terminates any confidentiality agreement relating to the Service previously entered into by the parties and will remain in effect for two years after the termination of this agreement.

## 8. CHANGE OF USERNAME, INTERNET ADDRESSES AND PASSWORD

8.1 The Company shall have the right from time to time to change the Customer's allocated Username, Internet Addresses and or Password for the purpose of network maintenance, enhancement, modernisation or other work deemed necessary to the operation of the Internet.

## 9. BILLING AND PAYMENT

9.1 The charges for the Service shall be calculated in accordance with the customer service charge rate card. Charging for Calls will begin on the Service Commencement Date and will be calculated in accordance with the Call details recorded by, or on behalf of, the receiving party.

9.2 All charges shall be invoiced and paid in Great British Pounds (GBP). Value added tax (or any equivalent non-UK tax) will be added to each party's invoices, as appropriate. The Company will invoice the Customer monthly for the Service unless any other payment method has been agreed in writing or as detailed on the Service Contract Order Form. However, the Company may invoice the Customer at any time for amounts omitted from previously issued invoices. Invoices shall be sent to the addresses detailed in the Agreement.

9.3 SECAura Telecom will also invoice for SIP trunks, DSL services, fax2email, numbers, set up costs and any other disbursements reasonably incurred on your behalf. Such disbursements will be billed monthly and in arrears for calls and in advance for service charges.

9.4 Each invoice must be paid in full, using the payment methods detailed in clause 10, so that the payment is received by the Company no later than 30 days from the date of its invoice. Failure to pay an invoice within 30 days of receipt may result in suspension of services. The Company retains the right to permanently cease its services to the Customer after failure to pay for the services provided to the Customer and retain ownership of inbound DDI numbers.

9.5 The Company reserves the right to vary from time to time all charges for the service with 14 days' notice to the Customer.

9.6 All payments shall be due to the Company on presentation of invoice unless otherwise specified on the invoice or in writing from the Company to the Customer. Invoices will be presented to the Customer on or before their due date.

9.7 Invoices will be presented by electronic mail to the e-mail address given in the Agreement or to such e-mail address as the recipient may have notified to the Company.

9.8 If the Customer fails to make any payment due to the other party under this clause 9, then, without limiting the other party's remedies under clause 12, the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

9.9 Customers who violate 9.4 will have to pay a £50.00 + vat reconnection fee.

9.10 Any violation of 9.4 will result in SECAura only continuing to trade with the infringing company

once a direct debit has been completed and received and payments are up to date.

9.11 Payments made other than by Direct Debit will incur an administration and handling fee of £3 +vat per month.

9.12 If a DD mandate is cancelled or not honoured without prior written notice and agreement, there will be an activation fee of £50.00 + vat.

9.13 SECAura reserve the right to issue late landing customer data records (call charges) and adjust the call rate up or down after consolidation with our down line carriers, this is additional to clause 9.3

## 10. PAYMENT OPTIONS

The payment options available are as follows:

### 10.1 SECAura Direct Debit

The cheapest and easiest way to pay is Direct Debit. You'll save money as other methods of payment are subject to a separate payment handling charge of £3 + vat per month. This is charged by SECAura for the services it provides to you of processing your payment. You will still receive your monthly bill at least 25 working days in advance of the payment being requested from your bank account. This means that you can check your monthly statements prior to the payment going out. The Direct Debit guarantee promises you a full refund if we make a mistake.

### 10.2 Online Portal

If you choose this method, you will receive your invoices electronically by email; there are no paper bills. You will receive a monthly email advising you that your latest bill has been produced. You can arrange to set up a direct debit, or simply pay your balance by BACS (payments to Santander, Sort Code 09-01-27 account number 92344295).

### 10.3 Business Banking

You can pay via your internet or telephone banking service To pay your SECAura bill by Internet banking, you will need to log on to your bank account via your Internet banking website. You will need to enter the following details (which can be found at the foot of your invoice):

Your Customer Name: (found on the bottom of every invoice)

The SECAura Solutions bank account number: 92344295 and The sort Code number: 09-01-27

## 11. USAGE AND ACCEPTABLE USE POLICY

11.1 The Customer hereby agrees to:

11.1.1 Refrain from transferring any illegal material to or from other users of the Service and the other privately owned and operated services to which the Company may from time to time provide access.

11.1.2 Refrain from sending and from causing, allowing or enabling to be sent, any menacing, offensive, abusive or annoying messages whilst using the Service via the Company or any other ISP.

11.1.3 Refrain from sending and from causing, allowing or enabling to be sent, any bulk or mass unsolicited commercial e-mail messages (UCE), colloquially referred to as SPAM, or SPAM over Internet Telephony (SPIT) or unsolicited text message (SMS/MMS) whilst using the Service via the Company or any other ISP.

11.1.4 Not divulge their password to any third party and use all reasonable endeavours to keep the same confidential and inaccessible to third parties.

11.1.5 Keep the Company informed of any change to the Customer's address and other such information as may effect provision of the service or payment of charges due.

11.1.6 Immediately cease to use and return any Internet Addresses allocated by the Company to the Customer on termination of this Agreement.

11.1.7 Not to announce by any means any or all Internet addresses allocated to or by the Customer as part of an Autonomous System. Customers hosting on shared servers who submit their site to such autonomous systems agree to pay a fee of £295 + VAT per month, or be responsible for a direct costs that are incurred by the Company as a result, whichever is the greater.

11.1.8 Not to use or permit the usage of the service in an unlawful manner or in contradiction of any published legislation or regulations or Codes of Practice governing or relevant to the Internet or PSTN.

11.1.9 To recognise this clause (Clause 11) and its associated sub-clauses as the Company's Acceptable Use Policy.

11.1.10 To include the above restrictions in any or all of the Customer's on selling conditions using the Company's service.

## 12. EQUIPMENT

12.1 Collocated Equipment shall at all times be at the Customer's risk. The Customer shall be responsible for insuring the Collocated Equipment against all risks.

12.2 Leased, rented or loaned equipment from the Company shall at all times remain the property of the Company.

12.3 The Customer agrees to maintain, at the Customer's expense, during the entire time this Agreement is in effect, General Liability Insurance for any leased, rented or loaned equipment supplied by the Company.



### 13. LIABILITY

13.1 Nothing in this Agreement shall limit or exclude the Supplier's liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.2 Subject to clause 13.1:

(a) The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement; and

(b) The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed any sums payable by the Company's insurers or in the event that the loss is not covered by insurance liability will be limited to the aggregate sum of any sums payable (excluding any call charges and disbursements) under the Agreement within the previous 12 months.

13.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.4 This clause 9 shall survive termination of the Contract.

13.5 In accordance with section 28 of this document, the customer will be liable for any losses incurred by the Company, the Customer or any third party as a result of any illegal, immoral or fraudulent calls made from the customer's site or fraudulent calls made with the customers SIP account(s) and password(s).

### 14. CHANGES TO THE SERVICE

14.1 If any Network Operator or third party supplier shall discontinue the provision of telecommunications services or other supply to the Company, or shall alter by modification, expansion, improvement, maintenance or repair of the telecommunications services or other supply, or any part thereof, provided to the Company, or shall disconnect the Company's apparatus from the PSTN or Internet, the Company shall be entitled to discontinue, alter, modify, expand, improve, maintain, repair, suspend, disconnect or otherwise change the Services as necessary.

### 15. SUSPENSION

15.1. The Service may be suspended by the Company without notice and without prejudice to the Company's Rights of Termination under Clause 16 if:

15.1.1 The Customer fails to make any payment to be made to the Company by its due date for payment in accordance with clause 9.

15.1.2 The Customer breaches any of the conditions in Clause 11 (Acceptable Use Policy)

15.1.3 The Customer does or suffers anything to be done which jeopardises the Service or any network to which it is from time to time connected.

15.1.4 The Customer's credit limit (if applicable) has been exceeded or if the Customer is otherwise in breach of this Agreement.

15.2 No such suspension shall affect the liability of the Customer to pay charges and other amounts to the Company and, without limitation, the charges for Services will continue to accrue. During suspension the Company reserves the right to refuse to release the Customer's Services or Internet Addresses or PSTN telephone numbers as issued by the Company.

## 16. TERMINATION

16.1 The Company reserves the right to terminate this Agreement upon one month's notice.

**16.2** Termination can be effected by the Customer by e-mail notification giving the relevant notice referred to in Schedule 1 of this Agreement to [terminations@secaura.co.uk](mailto:terminations@secaura.co.uk) **This will be the only accepted method of notice of termination of the Agreement.**

16.3 The Company may terminate this Agreement at any time and without notice:

a) if the Customer commits any breach of this Agreement if, following notice of the breach by the Company to the Customer, the Customer has not remedied the breach within 30 days.

b) in accordance with clause 15.

16.4 The Company reserves the right to invalidate any Customer's User name, Internet Address or PSTN telephone number issued to the Customer following termination of this Agreement.

16.5 No refund of payments will be made to the Customer upon termination of the Agreement by either the Company or the Customer.

16.6 The Customer shall at his/her own cost return to the Company all equipment cables and literature belonging to the Company within 5 days of termination or expiry of this agreement and ensure that it arrives in good working order.

## 17. WARRANTIES

17.1 The Company represents and warrants that the Company has the power and authority to enter into and perform its obligations under this Agreement and under any Agreements incorporating this Agreement

17.2 The Customer represents and warrants that:

a) The Customer has the power and authority to enter into its obligations under this Agreement and under any other Agreements incorporating this Agreement

b) Customer Content, voice or data, does not and shall not contain any materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, regulation or right of a third party.

17.3 Disclaimer of Warranty; THE COMPANY (NOR ITS LICENSORS) DOES NOT MAKE ANY WARRANTIES HERE UNDER, EXPRESS OR IMPLIED, AND DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING. THE CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND THE CUSTOMER UNDERSTANDS THAT HE/SHE ASSUMES ALL RISKS REGARDING USE, QUALITY AND PERFORMANCE (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH UNINTERRUPTED ACCESS TO SERVICES). WITHOUT LIMITING THE FOREGOING, THE CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT SERVICES MAY BE PERIODICALLY UNAVAILABLE DUE TO SERVICING, MAINTENANCE OR OTHER CAUSES

## 18. RIGHTS ON TERMINATION

18.1 Termination of the Agreement shall not affect any pre-existing liability of the Customer or affect any right of the Company to recover damages or pursue any other remedy in respect of any breach by the Customer of the Agreement.

18.2 On termination of the Agreement the right to the use of the Internet IP Addresses or PSTN telephone numbers allocated by the Company shall revert to the Company except where specific agreement has been reached in writing between the Company and the Customer for the transfer of the Internet Addresses or PSTN telephone numbers and the fee or other payment required by the Company in connection with such transfer has been paid by the Customer in addition to transfer fee detailed in clause 19.

18.3 In the event of termination of the Agreement by the Company on account of any breach of this Agreement by the Customer, the Company shall be entitled to the balance of all charges which, but for such termination, would have accrued due up to the earliest date on which the Agreement could have been terminated by the Customer in accordance with the terms hereof.

## 19. USERNAME, DOMAIN NAME, INTERNET ADDRESSES AND PSTN TELEPHONE NUMBERS

19.1 The Company shall not be requested or required to release the User name, Domain Name, Internet Addresses or PSTN telephone numbers used by the Customer and may refuse to do so until this Agreement has been lawfully brought to an end and all sums due hereunder have been received by the Company, and the Customer has complied with all his/her obligations hereunder. Should the Company agree to Transfer of a Domain Name we reserve the right to make a £50.00 +VAT transfer fee which will be required to be received by the Company before the transfer is initiated. Should the Company agree to Transfer of PSTN telephone numbers we reserve the right to charge a £100 + VAT per number or complete DDI range which will be required to be received by the Company before the transfer is initiated.

## 20. NOTICES

20.1 Any notices to the Customer under or in connection with this Agreement shall be in writing and shall be delivered by post to the relevant address or email address given in the Application.

20.2 Suspension notices for non-payment of Charges will be deemed as delivered by electronic mail to the e-mail address, given in the Application or to such e-mail address as the Customer may have notified the Company.

20.3 Any notice in relation to the Company under or in connection with this Agreement shall be in writing and delivered by post or by hand to the Company's registered office.

20.4 Any notice [or communication] shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

## 21. EXPENSES OF THE COMPANY

21.1. The Customer shall pay to the Company all costs and expenses (so that any legal fees shall be based on an indemnity basis) incurred by the Company in enforcing this Agreement, or exercising any of its other rights and remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the Customer in the event that legal processes cannot be enforced at the address last notified to the Company.

## 22. NON-WAIVER

22.1. The allowance of time to pay or any other indulgence by the Company in respect of payments due to it shall in no manner affect or prejudice the Company's right to payment together with interest provided under this Agreement.

## 23. INVALIDITY

23.1. If this Agreement or any part thereof shall be adjudged for any reason to be void, unenforceable or ineffective but would be adjudged to be valid, effective and enforceable if part of the wording were deleted or a provision were reduced in scope, this Agreement shall continue with such modifications as may be necessary to make its provisions (or if such be the case its remaining provisions) valid, effective and enforceable.

## 24. CONFIDENTIALITY

24.1 Each party hereto undertakes to the other that it shall keep, and shall procure that its directors and employees shall keep, secret and confidential and shall not use or disclose to any other person any information or material of a technical or business nature relating in any manner to the business, products or services of the other party which the first party may receive or obtain in connection with or incidental to performance of this Agreement, provided that:

24.1.1 the first party shall not be prevented from using any general knowledge, experience and skills not treated by the other party as confidential or which do not properly belong to the other party and which the first party may have acquired or developed at any time during this Agreement

24.1.2 the first party shall not be prevented from using the information or material referred to above to the extent such information or material comes into the public domain otherwise than through the default or negligence of the first party;

24.2 Notwithstanding the above, either party shall have the right to communicate any information concerning the other party to any Government department or body or other authority established by statute or under subordinate legislation, where such information is required by law or is otherwise properly required under a regulation or a Code of Practice.

## 25. ASSIGNMENT

25.1. Neither party shall assign or transfer any of its rights nor obligations under this Agreement save that the Company may assign to an Associated Company on notice.

## 26. OTHER PRINTED OR STANDARD CONDITIONS

26.1. All Services are provided on the foregoing conditions which constitute the entirety of the Agreement to the exclusion of any other terms and conditions and no agreement, terms or conditions contained in any document sent by the Customer to the Company shall be of any effect with respect to the Agreement unless expressly accepted by a duly authorised officer of the Company in writing. The Customer acknowledges that the Customer has not relied on and shall not be entitled to rescind the Agreement or to claim damages or any other remedy on the basis of any representation, warranty, undertaking or statement which is not set out in this Agreement including any representation made by or on behalf of the Company in relation to the Service which has induced the Customer to enter into this Agreement with the Company.

## 27. VARIATION

27.1. The Company reserves the right to vary this Agreement as a result of changes required by its insurers, new legislation, statutory instruments, Government regulations or licenses. This Agreement may not otherwise be varied or waived except by express written agreement between both parties.

## 28. SERVICE LEVEL GUARANTEE

28.1 The Company warrants that its voice services shall be available at a level of 99.5% per year. This warranty excludes:

- a) Failures of local or third party circuits between the Company's network and the Customer's network; and
- b) Failures of network / equipment not operated by the Company.
- c) Failures of network / equipment operated by the Customer.

28.2 In the event of suspension of service due to a technical fault in the network, force majeure or act of God, the Company will use all reasonable endeavours to resume service with minimum delay but will not be responsible for loss suffered by the Customer.

28.3 The Company may suspend the service from time to time for necessary technical reasons and network upgrades outside the 99.7% warranty as above provided that:

- a) 12 hours' notice via the Company's web site or e-mail has been given to the Customer
- b) The period of suspension is not more than two hours
- c) The time a suspension may occur is usually and where possible chosen to be between 2300 hours and 0600 hours local UK Time.

28.4 Should the level of service not conform to the Service Level Guarantee, the Company will credit the customer in accordance with table 28.5 To be offset against the next subsequent invoice to the Customer for the Service. No such credits shall apply or shall be valid if there should be any breach of this Agreement by the Customer.

Table 28.5

Total service unavailability per month	Credit
Less than 7 clock hours	0% of MRC

7 - 24 clock hours	8% of MRC
25 clock hours and above	15% of MRC

## 29. DISTANCE SELLING

29.1 You have the right to cancel your order within 7 days under the distance selling laws of the UK and receive a full refund of any monies paid. If you wish your order to be actioned within these seven days it will be taken that you agree to waive this right. If you wish to enforce this right and have your order actioned after 7 days please notify us when placing your order. By accepting this Agreement and not notifying us that you wish your order to be actioned after 7 days you are waiving your right to a full refund within the 7 day period. If there is not a place on the order form to notify us please email [sales@secaura.co.uk](mailto:sales@secaura.co.uk) stating your wish not to waive this right.

## 30. ASSIGNMENT AND SUB-CONTRACTING

30.1 We may assign the contract with you or sub-contract the whole or any part of the performance of the services to any person, firm or company without your prior written consent.

30.2 You shall not assign or delegate or otherwise deal with all or any of your rights or obligations under the contract without our prior written consent.

## 31. APPLICABLE LAW

31.1 This Agreement constitutes a binding document. The Customer should read them carefully and ensure that they contain everything he/she/it wants and nothing he/she/it is not prepared to agree to. This Agreement constitute the entire agreement between the Customer and the Company for the provision of the Service as provided by the Company and supersede all prior agreements, understandings and representations whether oral or written. This agreement is subject to the laws of England under the jurisdiction of the Courts of England and any alteration to part of the agreement shall not invalidate the remainder. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

31.2 Additional products such as data connection, may carry different minimum periods and terminations, they will be advised at pre sales or in schedule 1.

## 32. FRAUD

33.1 For the avoidance of doubt fraudulent calls include but not limited to;

- a) Calls made from the customers PBX without their knowledge;
- b) Calls made utilising customers authentication details; and
- c) Calls made from an authenticated IP address

Customers setup and maintain their own security independently of SECAura and therefore SECAura unable to accept liability for any costs accrued as a result of a breach in their environments. Each customer has a unique service and therefore SECAura are unable to template a fraud alerting system for all our customers, it is therefore the customers responsibility to protect themselves by making use of the tools provided, including setting thresholds and alerts etc. Satellite based telephony has also been blocked from the SECAura network. As part of the setup procedure outbound international call destinations and UK Premium rate calls are blocked unless the customer has specifically requested a destination be enabled.

### 33.2 Customer Responsibility

- a) Customer is responsible for the secure implementation and management of their Systems including but not limited to any hardware not provided by SECAura i.e. Firewalls, PBX etc.
- b) Maintaining confidentiality and security of authentication details for any SECAura provided service including but not limited to SIP Services
- c) In the event of any suspected or known security breach the following processes should be actioned by the customer immediately to mitigate exposure -
  - o Passwords to be reset and new passwords requested.
  - o Disable outbound calls on the pbx
  - o Report incident to SECAura within 3 hours.

SECAura do not want to make money from the proceeds of crime and therefore where possible fraudulent calls will be charged at cost price.

By agreeing to these terms the customer will accept full and complete liability for any costs incurred as a result of Fraud.

<b>Product</b>	<b>Minimum period</b>	<b>Notice period</b>
SIP Trunk	3 months	End of month then 30 days
Failover	3months	End of month then 30 days
Fax-to-Email	3 months	End of month then 30 days
SIP Products (Non Bundle)	3 months	End of month then 30 days
International Number	3 months	End of month then 30 days
Call Recording	3 months	End of month then 30 days
VxDSL	12 months	End of month then 30 days
MxDSL	12 months	End of month then 30 days
Leased Line (Direct internet access via fibre to premise)	Per Contract	End of month then 30 days
SIP/ADSL Bundle 2000 Landline Calls	12 months	End of month then 30 days
SIP/ADSL Bundle 2000 Landline Calls, 2000 Mobile Calls	12 months	End of month then 30 days
Multi SIP Trunk/ FTTC Bundled Products	12 months	End of month then 30 days
3CX Cloud Rental	12 months	End of month then 30 days
3CX Server Rental On Premise	Per Contract	End of month then 30 days



## Schedule 2 – The Services

1. The following services are the services to be provided to the Customer in accordance with this Agreement:

- (a) Effecting voice account registrations which can take up to 5 working days from receipt of a Direct Debit Mandate and receipt of full details;
- (b) the provision DDI number porting which can take up to 28 working days from point of payment and acceptance by the incumbent provider until fully operational;
- (c) the provision of new DDI number ranges within 5 working days from point of payment and receipt of full details;
- (d) the provision of SIP Proxy internet address details within 5 working days from point of payment and receipt of full details;
- (e) the provision of value added services including messaging and number divert for which delivery dates and administrative arrangements will be individually agreed with the Customer;
- (f) the provision of outbound SIP connectivity to the PSTN via a SIP Proxy;
- (g) the provision of SIP trunks;
- (h) the provision on number services; and
- (i) the provision of the Products.

## **CUSTOMER SERVICES**

For any enquiries or queries, please contact Customer Services;  
SECAura Telecom Tel; 01738700100

Email; [support@secaura.co.uk](mailto:support@secaura.co.uk)

## **COMPLAINTS**

Should you have a problem with the service received from SECAura, please contact Customer Services to discuss the issue.

If your issue remains unresolved, you should make a formal written complaint.

## **DISPUTE RESOLUTION**

Should your issue remain unsolved to your satisfaction, you are entitled to register a complaint with;

Ombudsman Services Ltd Greenalls Avenue Wilderspool Park Warrington WA4 6HL

Tel; 0330 440 1615

Email; [enquiries@otelo.org.uk](mailto:enquiries@otelo.org.uk)

Website: [www.otelo.org.uk](http://www.otelo.org.uk)

## **OTHER USEFUL CONTACTS**

Ofcom is the regulator for the UK communications industries.

Their details are;

Ofcom

Riverside House 2a Southwark Bridge Road London SE1 9HA

Tel; 0845 456 3000

Email; [contact@ofcom.org.uk](mailto:contact@ofcom.org.uk)

Website; [www.ofcom.org.uk](http://www.ofcom.org.uk)