

Terms and conditions

Terms and conditions for customers relating to the provision of italk CPS and line rental services. These terms and conditions set out how we (italk Affiliate Telecommunications Limited, registered company number 06403147, registered office, 44 Springfield Road, Horsham, West Sussex, RH12 2PD) will provide the italk call package you choose (the "Telephone Services"), for private use only, to those people whose applications for such Telephone Services we accept ("you" or "the customer").

"**Activation Date**" means the date from which you can use the Telephone Services; "**Additional Charges**" means any applicable charges in addition to Fees and Call Charges as may be applicable from time to time, including but not limited to charges for line features, termination charges and disconnection costs; "**Application**" means an application to subscribe for the Telephone Services; "**BT**" means BT Telecommunications Plc and as applicable, Openreach or other trading divisions of BT from time to time; "**Call Charges**" means the relevant charges for calls made or to be made; "**CPS**" means carrier preselection, being the Network access mechanism that occurs when a telecommunications operator automatically programmes your local telephone exchange to route your calls or traffic over a particular carrier's Network; "**Code of Practice**" means our code of practice as amended from time to time and found at www.italktelecom.co.uk/pdf/code_of_practice.pdf; "**Customer Services**" means our customer services team, whose number is **0845 3734290**; "**Fees**" means the fees that may be payable from time to time for provisions of the Telephone Services, including but not limited to any monthly or connection fees referred to in paragraph 5; "**Network**" means public switched telecommunications network; "**Private Use**" means use for residential purposes as set out in clause 3; "**Rates**" means our Fees, Call Charges, Additional Charges and conditions applicable, in force from time to time; "**Termination Notice**" means the notice you receive from us confirming that your Service has ended; "**Website**" means the italk website at www.italktelecom.co.uk

1. Supply of Service

1.1 CPS (Carrier PreSelection) works from BT phone lines by routing your phone calls to our Network at your local BT telephone exchange. By using CPS, all calls (except calls to emergency services, operator assistance and flatrate internet dialup numbers) will be routed to us automatically. We cannot provide a service from nonBT lines.

1.2 Both phone lines and phone calls are provided under our line rental packages. You will receive only one bill for both. If we accept your application for this service, your contract with your existing provider will come to an end. You can apply to move your existing telephone number to our Network, or obtain a new telephone number.

1.3 By choosing italk Telephone Services you are entering into a 24 month renewable contract. You may cancel the contract at any time up until the Activation Date, provided that your cancellation is in writing and reaches us at the latest by 9am on the working day immediately before the Activation Date.

1.4 We reserve the right to refuse your application at our sole and absolute discretion.

1.5 If we believe it necessary, we may carry out a credit reference check against your name.

1.6 As soon as we receive and accept your Application for the Telephone Services, we will pass your request to the relevant Network operator for it to be processed as soon as possible.

1.7 When we receive the relevant Network operator's acceptance of your request, we will send you written confirmation of the Activation Date.

1.8 You must be at least 18 years old to apply for any of the Telephone Services.

1.9 You agree that all details contained on your Application shall be true, accurate and complete and that in respect of applications for CPS, you are the BT Line Rental Account Holder or have the BT Line Rental Account Holder's authorisation.

1.10 Renewable Contract: Contract is subject to a 24 month minimum renewable period, i.e. at the end of each 24 month minimum period the contract will be automatically renewed for a further 24 month minimum period unless you instruct us in writing at least 1 month before the anniversary of the contract that you would like to discontinue the Telephone Services with italk. You cannot downgrade during the minimum period or any subsequent renewable minimum period. If you cease service during the minimum period or any subsequent renewable period a termination charge will apply. This charge will be based on the outstanding period of your contract term. Details of our termination charges can be viewed on our website www.italktelecom.co.uk/faq

2 Our provision of the Telephone Services to you

2.1 We will use reasonable skill and care when we provide the Telephone Services to you.

2.2 We do not guarantee that the Telephone Services will be fault free or available at any particular time or continuously. You accept that BT does some programming at your local phone exchange so that you can receive the Telephone Services. We do not accept any responsibility for errors or delays caused by BT while they are carrying out any setup or ongoing programming or callrouting work.

2.3 In certain limited circumstances, we may not be able to provide you with the Telephone Services for technical reasons. If this happens we will do our best to inform you promptly.

2.4 We may suspend the Telephone Services from time to time without notice to you where it is necessary for us to do so for operational reasons such as repair, maintenance, improvement or emergency. We will restore the Telephone Services to you as soon as possible.

2.5 Any advice or information, whether spoken or in writing, that you get from us will not create any guarantee that is not specifically referred to in these terms and conditions

3 Your use of the Telephone Services

3.1 You agree to use the Telephone Services in line with these terms and conditions and also in line with all relevant laws, regulations and licences as may be amended from time to time.

3.2 The Telephone Services are only meant for Private Use. You must not use it for business or commercial purposes, or resell or supply the Telephone Services to anyone else. We reserve the right to monitor your call patterns to check whether or not they are what we would expect for a residential customer. If, following such checks, we believe that the Telephone Services are not being used for Private Use, we reserve the right to do any of the following having given you notice of our intention to do so:

3.2.1 suspend or cancel your Telephone Services in accordance with clause 9.3.1;

3.2.2 change your italk package to another italk package of our choosing, which might not include inclusive calls; and / or

3.2.3 recalculate the portion of your bill which we deem not to relate to Private Use in accordance with another italk package of our choosing.

3.3 You agree not to use the Telephone Services:

3.3.1 to transmit or receive any material that may be considered illegal, defamatory, offensive, racist, obscene, indecent, menacing (including when talking to our Customer Services agents) or allow someone else to do these things;

3.3.2 to do anything, or allow anything to be done, which could damage our Network;

3.3.3 to do anything, or allow anything to be done, which causes inconvenience or distress to any third party;

3.3.4 for any marketing purposes or their procurement; or

3.3.5 for fraudulent or criminal activities.

3.4 You agree that you will not tamper with your telephone line or otherwise do anything which may cause damage to it.

4 Free and inclusive calls

4.1 Certain italk packages include free or inclusive calls. These are to UK geographic numbers starting 01 and 02 only and are available at the times stated in your italk package.

4.2 All other calls, including but not limited to internet, nongeographic and premium rate calls (except calls to 0870 and 0845 numbers if expressly included in a package) are excluded.

5 Our charges and paying for the Telephone Services

5.1 The italk package you select may be liable to a monthly fee for free calls, if so these fees will be payable quarterly in advance, you will be billed for these within 30 days of activation. A fixed connection fee will apply to all chargeable calls, as stated in your italk package.

5.2 We will charge you for the Telephone Services in line with our Rates, and you agree to pay us the amount you are invoiced in accordance with such Rates.

5.3 We reserve the right to increase or decrease our Rates or introduce new Rates from time to time. Current Rates will be available on the Website, or will be posted to you on request. If you object to any increase under this clause you may terminate the contract by giving us not less than 14 days written notice.

5.4 Unless your italk package details state otherwise, Call Charges are charged at one minute intervals. You accept that we consider anyone making telephone calls from the numbers you have chosen to use with the Telephone Services to be authorised by you and that you must pay any Call Charges due from that use.

5.5 Any calls made and not routed through our Network will be billed for by the relevant Network operator.

5.6 All Rates quoted on our Website and in writing include VAT.

5.7 We work out all Call Charges using our data and records.

5.8 When the Telephone Services end, we will either:

- 5.8.1 refund any amount in credit on your account after we have deducted any amount you owe us under these terms and conditions; or
- 5.8.2 issue a final invoice for the amount you owe, which will be due by the date shown on that invoice.
- 5.9 We accept payment only by Direct Debit, unless we agree otherwise with you. Before we can accept your Application, you must provide your name, address and bank account details.
- 5.10 When we accept your Application, we will give you a credit limit that we may decide to increase when we set up a Direct Debit. We cannot guarantee that we won't charge you if you go beyond the credit limit.
- 5.11 We will invoice you from time to time (usually every month) for all Call Charges, Fees and Additional Charges that you owe under this agreement since the last invoice we sent you.
- 5.12 We will deduct the payment on the due date shown on each invoice. If this due date falls on a weekend or a public holiday, we will deduct the payment on the next working day after that date.
- 5.13 If we make an error in our charges to you, under the Direct Debit scheme you are entitled to an immediate refund from your bank or building society. You may cancel a Direct Debit instruction at any time by writing to your bank or building society.
- 5.14 If you do cancel your Direct Debit that you use to pay us, you must tell us immediately and provide us with an alternative method of payment acceptable to us. If you have provided us with your credit or debit card details, you agree that we may deduct payment (including all outstanding Call Charges, Fees and Additional Charges) from your credit or debit card account.
- 5.15 Unless we agree otherwise with you: a) we will charge a processing fee for any failed or cancelled Direct Debit payments and payments which you make other than by Direct Debit; b) if you fail to make payment by the due date, we will also charge a late payment fee.
- 5.16 If you disagree with any item on your invoice, you must notify Customer Services in writing within 30 days of the date on the invoice. After that time, you are deemed to have accepted the invoice.
- 5.17 If we accept that it is our mistake, we will refund any amounts that we have wrongly charged to your account within 30 days of receiving your comments. If you are unhappy with our decision, please refer to the dispute resolution process set out in our Code of Practice.
- 5.18 We can charge interest at 4% above Barclays Bank plc's base rate (from time to time) on any amount that is still due 30 days after the invoice date in line with these terms and conditions. This interest will start to apply from 30 days after the due date for payment and will add up each day until you pay the total amount you owe, whether or not this agreement has ended. Please also note that we may suspend or end your Telephone Services immediately pursuant to clause 13.3.2 below.
- 5.19 You agree to pay all costs incurred when collecting any outstanding sums from you, including any agents or solicitors costs.

6 Your personal information and privacy

- 6.1 You agree that we may retain and process the personal information that you give us including information relating to yourself, your address and other details for purposes including marketing, business creation and development, management reporting, and communications both manually and/or on a computer database and that we will be the data controller for this information.
- 6.2 You agree we may also use your data for marketing purposes. This may include providing your data to carefully selected third parties. If you do not want to receive marketing material from us or our associated companies, then you should advise us of this during the Application or contact Customer Services.

7 Warranties and Liability

- 7.1 We will be liable if you are injured or die as a result of our negligence. We do not limit our liability, or any liability we may have to you under Part 1 of the Consumer Protection Act 1987.
- 7.2 We shall not be liable to you under or in connection with this contract:
- 7.2.1 for any loss that we could not have reasonably been expected to foresee at the start of the contract even if you had previously made us aware of these special circumstances;
- 7.2.2 for any loss of business, contracts, profits, anticipated savings, goodwill, or revenue; and/or
- 7.2.3 any loss or corruption of data.
- 7.3.4 We do not provide you with any equipment as part of the Telephone Services, and are not liable for any problems you might experience with any equipment you use with the Telephone Services.

8 Disputes

- 8.1 We will do our best to resolve any disputes between us. We will deal with all disputes and complaints in accordance with our Code of Practice (www.italk.co.uk/pdf/code_of_practice.pdf).
- 8.2 If you are not satisfied with the way we have dealt with your complaint after you have exhausted our escalations process set out in the Code of Practice or the resolution of the dispute, you can refer the matter to the independent ombudsman scheme that we are part of. Details of the independent ombudsman can be found within the Code of Practice. The ombudsman will review the matter fully and we agree to be bound by the ombudsman's final decision.

9 Ending the Telephone Service

- 9.1 You may terminate your contract at any time in writing. You may be liable for a termination charge pursuant to clause 1.10.
- 9.2 From the Activation Date, we will provide the Telephone Services to you unless and until they end in one of the ways described below.
- 9.3 We can suspend or end the Telephone Services immediately if:
- 9.3.1 if you break any term or condition of this contract;
- 9.3.2 if you fail to pay the sums due for the Telephone Services after we have written to you to tell you that your payment is overdue or your chosen payment method seems not to be valid;
- 9.3.3 for reasons outside our control, we cannot continue to provide the Telephone Services; or
- 9.3.4 you use abusive or threatening behaviour while using the Service (including to our customer service agents).
- 9.4 If we end our contract with you under clauses 9.3.1, 9.3.2, or 9.3.4 we may charge you for any reasonable costs we have to pay to disconnect you. You may also be liable for a termination charge pursuant to clause 1.10.
- 9.5 If we stop providing the Telephone Services under clause 9.3.3 we must give you at least seven days' notice in writing.
- 9.6 Upon termination of any Telephone Services for any reason, we will send you a Termination Notice and all sums outstanding and any Additional Charges arising as a result of such termination shall become due and payable immediately.

10 Contacting us

- 10.1 Written notices given under this contract may only be delivered by post or email to the following addresses:
- 10.1.1 to us at the relevant address given on our contacts page located at www.italktelecom.co.uk/contact
- 10.1.2 to you at the relevant postal or email address provided as part of the details which you submit during the registration process or any alternative address that you provide to Italk.
- 10.2 Notices given under this contract must be made to Customer Services.

11 Changes to the Contract

- 11.1 We may change the terms of this Contract from time to time. Changes will be posted on our Website. Please check this regularly for updates.
- 11.2 If such changes are to your material detriment, we will write to you giving at least 30 days notice and/or publish details of such changes on our website. If you object to a change that is to your material detriment, you will not have to pay a charge to terminate your contract early; however you must inform us within 10 days of us providing you with notification of the relevant change.

12 Other

- 12.1 You cannot assign (transfer) your rights or responsibilities under this agreement without our permission in writing. We can give or refuse our permission.
- 12.2 Neither of us shall be considered to have waived any right under this contract due to failure or delay in exercising that right.
- 12.3 Unless this agreement says otherwise, any notice, invoice or other document given to you under this agreement will be considered served if it is left at, or sent by post to, the address in the United Kingdom shown on your Application form, or any other address in the United Kingdom that you have told us about, in writing.
- 12.4 This contract does not create any rights under the Contracts (Rights of Third Parties) Act 1999 that are enforceable by any person who is not a party to it but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 12.5 This agreement is governed by English law, and you and we agree that disputes can only be dealt with in English courts.

These Terms and Conditions are available in large print on request. Please contact our Customer Service team on 0845 373 4290 for further details.