



Ghost IT Services Limited

Runway House
North Weald Airfield
North Weald
Essex
CM16 6HR

01708 390 370
support@ghostservices.co.uk
www.ghostservices.net

Registered Number 09935805
Vat Number 259 002 224

Ghost IT Services Terms & Conditions

Terms and conditions of Ghost IT Services Limited

1. Definitions

In these conditions (unless the context otherwise requires):

Accessories:

Products approved by Ghost IT Services Limited which for use of the customer.

Account:

Our records of your payments and outstanding Charges, plus your personal details.

Bar:

A block placed by us on some or all of the Services you normally use (except for calls to emergency services). It may include us restricting the Service whereby you will automatically be re-directed to Ghost IT Services Limited when you attempt to make an outgoing call from your Handset / Extension.

Billing Date:

The day on which you're billing statement will be issued and/or made available on Your Account after you have been connected.

Charges:

All charges for Services, as published in our periodically updated Price Guide. These include any reasonable administration charges.

Connection:

The process of giving you access to a Service. "Disconnection" and "Re-connection" have a corresponding meaning.

Content:

Information, communications, images and sounds, software or any other material contained on or available through the Services.

Contract:

These terms and conditions which are binding on both you and Ghost IT Services Limited for each Handset / Extension you connect to the Ghost Voice Network.

Customer Communication:

Information made available to you by Ghost IT Services Limited which provides information on Ghost Voice Services. It may be made available on your Handset / Extension or provided electronically or distributed with new Handset / Extensions or in mailings to some or all Ghost Voice Customers.

Deposit:

Refundable amount that Ghost IT Services Limited may ask you to pay before we Connect or Re-connect you to the Network or before providing any Service.

Handset / Extension:

A telephone Handset / Extension, PC based softphone or Mobile Phone softphone of any type or description (excluding Accessories) which is used to connect to the Ghost Voice Network.

Minimum Term:

The minimum period for the supply of Services as specified in your Service Plan commencing on the date of Registration, where no period is specified in the Service Plan a minimum period of 12 months from the date of Registration will apply.

Network:

The electronic communications system by which Ghost Voice makes Services available in the United Kingdom.

Ghost Voice Additional Services:

Optional Services (including but not limited to Roaming, International Calling, Premium Rate Services, and Content provided by Ghost Voice) which may cost extra whether they are supplied in conjunction with Service Plans or outside Service Plans.

Ghost IT Services Limited:

"Ghost IT Services Limited" or any organisation that may succeed it as the assignees of this Contract. Referred to in this Contract from time to time as "we" "us" or "our".



Ghost Voice:	The Telephony Service provided by Ghost IT Services Limited.
Price Guide:	A list of our current Charges which is updated from time to time and is available from us upon request. To the extent that there is any conflict between the Price Guide and any other point of sale pricing information, the Price Guide takes precedence.
Registration:	Our acceptance of your application for Services and our record of your data and any User data prior to Connection. "Register" has a corresponding meaning.
Services:	Network and other Services, including Ghost Voice Additional Services, provided or procured by us for you to use.
Service Plan:	A number of products which shall include but not be limited to bundles of minutes, and/or Ghost Voice Additional Services and/or additional discounts offered by Ghost IT Services Limited for an agreed monthly or other periodic payment.
Suspension:	The temporary disconnection of Services. "Suspend" has a corresponding meaning.
User:	You, or another person named by you, who is authorised to incur Charges to your Account. Referred to in this Contract from time to time as "You, Your, Client, Customer"
Your Account:	The online facility by which customers can manage their account including but not limited to viewing their Ghost Voice bills, making payments and changing tariffs.

Words in the singular shall include the plural and vice versa, references to any gender shall include the other reference to legal persons shall include natural persons and vice versa.

1.1 The headings in these conditions are intended for reference only and shall not affect their construction.

2. About us

- 2.1 Ghost IT Services Ltd is a UK registered Limited company, registration number 09935805.
- 2.2 Vat number: 259 002 224
- 2.3 Contact telephone number: 01708 390 370
- 2.4 Registered office address: Runway House, North Weald Airfield, Essex, CM16 6HR
- 2.5 All data is stored and processed on our computers and servers located in the UK.
- 2.6 By using Ghost IT / Voice Services, you agree to be bound by the Terms and conditions set out below.

3. General

- 3.1 These Conditions shall apply to the contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by you to us and the provisions to these conditions shall prevail, unless expressly varied in writing and signed by a director on our behalf.
- 3.2 Any concession made or latitude allowed by us to you shall not affect our strict rights under the contract.
- 3.3 If in any particular case any of these conditions shall be or be held to be invalid or shall not apply to the contract the other conditions shall continue in full force and effect.
- 3.4 Where the client is an individual or person entering into this agreement on behalf of a business, warrants that they are 18 years of age or older and capable and authorised to enter into this agreement.
- 3.5 Ghost IT Services will not install or implement unlicensed software.
- 3.6 Ghost IT Services will log the licences held by the client, we cannot be held responsible for the client being prosecuted as a result of unlicensed software.
- 3.7 Ghost IT Services reserve the right to sub-contract some of all of the work.
- 3.8 If we sub contract then Ghost Business Services will still apply.
- 3.9 If we sub contract we only use engineers that are CRB checked, insured and have a trusted legal agreement in place with Ghost IT Services.
- 3.10 Ghost IT Services cannot be held responsible for errors caused by compatibility issues between the hardware or software vendors.
- 3.11 This contract is subject to the laws of England and Wales.

4. Intellectual Property rights

- 4.1 We are the owner or licensee of all intellectual property rights on our site.
- 4.2 You may print one copy and may use extracts of any page from our site for personal reference.
- 4.3 You must not modify the paper or digital copies.
- 4.4 as the authors of the material on our site must always be acknowledged you must not use any of the materials on our site for commercial purposes.

5. Distance selling regulations

5.1 Under Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000, the client may have a right to cancel the agreement or services provided. It is agreed between Ghost IT Services and the client that as services may have commenced before the end of that cancellation period the client will lose the right to cancel from the data that Ghost IT Services provides the client with access details of service.

6. Information about you and your visits to our site

- 6.1 We process information about in accordance with our privacy policy
- 6.2 All calls are recorded for record keeping, training and quality assurance purposes.

7. Limitation and Liability

- 7.1 Ghost IT Services is not liable in contract, tort (including negligence) or otherwise for indirect loss of profits, business or anticipated savings, nor for any other indirect loss or damage or for any destruction of data.
- 7.2 Each provision of this contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.
- 7.3 Our aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever



nature and howsoever caused shall be limited to an in no circumstances shall exceed a sum equal to one month's billing for the Services by us to you based on the average billing for the Services by us to you over the previous 3 months or since the commencement of the Contract if the contract commenced within 3 months of the date of the claim concerned.

7.4 Nothing in these conditions shall impose any liability upon us in respect of any non-performance or Services which are not performed in accordance with Contract arising out of your own acts, omissions, negligence or default.

7.5 Ghost IT Services is not liable for any loss of data after an account is cancelled or terminated.

7.6 Ghost IT Services makes no warranties or representations that any service will be uninterrupted or error free.

7.7 Ghost IT Services shall not be liable for any service or products to be supplied by third party.

7.8 Ghost IT Services shall have no liability to customer for any loss, damage, costs, expenses or other claims for compensation arising over the supply of data by the customer which is incomplete, inaccurate and illegible out of sequence or in the wrong form.

7.9 Nothing in these terms shall apply so as to exclude or restrict liability for death or personal injury resulting from negligence of Ghost IT Services.

7.10 The client acknowledges that the allocation of risk in this agreement reflects the price paid for services.

7.11 If any exclusion of limited liability in the agreement is held to be invalid and Ghost IT Services becomes liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the client for services.

7.12 No action or claim or demand out of this agreement may be brought by the client agent Ghost IT Services more than one year after the cause of action occurred.

7.13 Maintenance and support shall not include services for problems arising out of tampering, modification, alteration, or addition to the hardware or software, which is undertaken by persons other than Ghost IT Services.

7.14 In the event of our losing data or damaging your hardware, we will pay for the reasonable costs of the repair or replacement (less wear and tear) of the item if we have been negligent.

7.15 If you have not backed up your data prior to the work by Ghost IT Services, we will not be responsible.

7.16 We shall only be liable for damage to premises caused by our negligence.

- Any damage to premises must be noted on the delivery receipt and confirmed in writing within 14 days.

8. Provision of service

8.1 Ghost IT Services will provide the End User the Service under the terms of this Contract.

8.2 Ghost IT Services will use reasonable endeavours to provide the service by the dates agreed with the customer but all dates are estimates and Ghost IT Services has no liability for any failure to meet those dates.

8.3 Occasionally visits to your premises will be required. These visits are carried out by Ghost IT Services. We will liaise with you to arrange the timing of these appointments.

9. Basis of supply

9.1 No order is deemed to be accepted by Ghost IT Services until confirmed in writing.

9.2 No order can be cancelled by the customer once accepted by Ghost IT Services except services offered with a 30 day money back guarantee.

9.3 Unless otherwise specified by Ghost IT Services in writing all services are subject to a 12 month initial period.

9.4 Services are available to the client and indefinitely after until terminated by either party giving no less than 30 days prior written notice to expire on or expiry date.

9.5 Service will not start until Ghost IT Services have received the first payment for services ordered.

9.10 We will not be liable for any loss or damage to any goods unless claim for loss or damage is notified within 7 days.

10. Suspension of Service by us

10.1 We may at our sole discretion upon giving you written notice elect to suspend forthwith provision of the Services until further notice without compensation on notifying you either orally (confirming such notification in writing) or in writing in the event that:

- We are entitled to terminate this agreement or
- We are obliged to comply with an order, instruction or request of the UK Government, an emergency services organization, the provision of telecommunications services or the establishment of networks or any information provided across them or other competent administrative authority.
- We need to carry out any emergency works to the network or any equipment installed at your premises by us for the purpose of providing the services.

10.2 Where any suspension of the Services is implemented as a consequence of your breach, fault or omission (but not otherwise), you shall reimburse us for all costs and expenses incurred by our implementation of such suspension and/or the recommencement of the provision of the Services as appropriate.

10.3 If we exercise our right to suspend the services this shall not restrict our right to terminate the Contract

10.4 Ghost IT Services will restrict the ability to send or make outbound phone calls

- This will allow inbound calls and emails to be received to minimise the impact on the business.

11. Charges and Payment

11.1 Unless otherwise agreed in writing, you agree to pay for the services within 14 days of the date of our invoice, such invoice to be rendered once in each calendar month during the continuance of the contract.

11.2 You shall pay the price for the services as set out in our proposal. We shall be entitled to decrease our prices at any time, such decrease to apply to all services provided after the date of the decrease and to be reflected in our next invoice. We shall be entitled to increase our charges at any time, such increase to apply to all Services provided after the date of the increase and to be reflected in our next invoice. If the increase is greater than 15% we shall give you 30 days' notice of any such increase, such increase shall take effect and be reflected on the next invoice following the notice.

11.3 We shall prepare and send invoices for charges each calendar month in arrears or in such other form and manner as shall be agreed with you. Charges payable shall be calculated by reference to data recorded or logged by us and not be reference to any data recorded or logged by you and such data shall, in the absence of manifest error be final and binding.

11.4 The time of payment shall be of the essence of the contract.

11.5 Without prejudice to any other rights it may have, we are entitled (both before and after any judgement) to charge daily interest on amounts outstanding 15 days after the date of our invoice until payment in full is received. Interest shall continue to accrue notwithstanding termination of the contract. Unless agreed otherwise a £35 late payment charge and interest at 2% per month calculated daily is charged on all accounts outstanding for more than 15 days.

11.6 All sums referred to in the contract are stated exclusive of Value Added Tax and any other taxes of a similar nature which may from time to time be introduced which shall (if applicable) to be charged by us and payable by you in the same manner as the usage charges.

11.7 The price for the Service shall be due in full to us in accordance with the terms of the Contract and you shall not be entitled to exercise any set-off, lien or any other similar right or claim.

11.8 All fixed charges are to be paid three calendar months in advance.

11.9 If there is any breach of the Contract, Ghost IT Services will have the right to contact the client and transfer the service contract to Ghost IT Services, with written notice to the customer.

11.10 Chargebacks are not considered as a way of cancelling services. Any customer who uses a credit chargeback to a bill or order placed to Ghost IT Services will be subject to a collections charge and legal action. A charge of £30 will be added.

11.11 You must pay our charges in cash, cheque (charge of £35 for cheque processing), PayPal, Go Card Less or BACS.

11.12 Payment shall only be deemed received by Ghost IT Services upon receipt of cleared funds.

11.13 payments shall be made in full without abatement, set off or deductions on any grounds.

11.14 We reserve the right to suspend the service in case of late payment.

11.15 We reserve the right to terminate the contract if payment is not received.

11.16 Where the service is purchased with a setup fee, this fee is payable immediately.

11.17 Ghost IT services will exercise its statutory rights to interest and debt recovery costs under the Late Payment of Commercial Debts (interest) Act 1998 if not paid according to agreed terms.

11.18 Ghost IT Services reserves the right to send overdue accounts to a debt collection agency. All charges involved in the collection of overdue accounts will be payable by the client.

11.19 Ghost IT Services have a legal right to withhold or ultimately dispose of some or all of the goods until you have paid all our charges and other payments.



11.20 Refunds will be sent as a PayPal or Go Card Less payment.

12 Quotations

12.1 Our quotation does not include customs duties or other fee payable to government bodies.

12.2 Fix price excludes:

- If the client delays the start date of work.
- Work not completed within 14 days.
- We have to collect or deliver goods.
- We supply any additional services including upgrades in order to complete work.
- We are restricted in our working hours.

12.3 Quotations are only valid for 14 days.

12.4 work not included in quotation:

- Dismantle, service, install hardware outside of the agreed contract / quotation.
- Remove or lay floor coverings.

13 Rates

13.1 We charge hourly rates for our services:

- Technician £65.00 + VAT per hour (min of 2 hours)
- Senior Technician £100.00 + VAT per hour (min of 3 hours)
 - A £50 call out charge applies to all onsite work outside of the Ghost IT Services catchment area (30 miles from Ghost office address)
- Our standard rate for remote work is £45.00 + VAT
- Onsite day rate is £350.00 + VAT
- Remote work is included in support plan

13.2 If you choose someone else / unqualified person to service / install your goods / equipment supplied or supported by Ghost IT Services, we will make a charge or mishandling / correcting them.

- A correction fee will be £75.00 + VAT per hour

13.3 If you postpone or cancel an onsite repair call out or contact, we will charge according to how much notice is given:

- Over 48 hour's notice £0.00
- Less than 48 hours £100.00

14. Length of contract

14.1 The Contract shall come into force on and with effect from the date of acceptance by us stated overleaf ("Commencement Date") subject to the provisions of this Agreement, this Agreement will continue after the primary period for a further 1 months, unless and until terminated by either party hereto giving at least three months' notice in writing by Recorded Delivery post to the other, expiring at the end of the primary period or on any subsequent anniversary thereof.

14.2 If any services are requested by the customer to be added to the Customer's account following the signature of this contract or rate changes or tariff changes made the entire contract will automatically renew for a further 36 months or any other agreed term as stated in the special arrangements section on the second page of this document.

15. Termination of the Contract

15.1 Notwithstanding any other provision of these conditions, either we or you (without prejudice to its other rights) may terminate the contract with immediate effect by giving notice in writing to the other, in the event that:

- The other is in breach of any provision of the contract and (where such breach is remediable) fails to remedy that breach within 14 days of a written notice from the non-defaulting party specifying the breach;
- The other is subject to bankruptcy or insolvency proceedings which shall mean bankruptcy becoming insolvent, making any composition or arrangement with creditors or an assignment of their benefit, any execution, distress or seizure;
- We suspect on reasonable grounds that information has been supplied to us without the knowledge of the person named or that an application is unauthorised or contains false particulars.

15.2 Notwithstanding any other provision express or implied in these conditions, we (without prejudice to our other rights) may terminate the Contract with immediate effect in the event that:

- Any license under which you have the right to run your telecommunication system and connect it to our system is revoked, amended or otherwise ceases to be valid; or
- You fail to make any payment when it becomes due to us.
- We are required by the emergency services or other government authorities to suspend your Services.
- You will remain liable for all monthly or other periodic Charges during any period of Suspension.

15.3 On termination of the contract for any reason you must pay us any outstanding charges for services up to the date of termination or transfer of the Services.

16. Cancellation

16.1 The customer may cancel the service at any time before the operational service date. If the customer cancels the service it must pay Ghost IT Services for any work done or money spent in getting ready to provide the service at a site. Ghost IT Services will take reasonable steps to mitigate the amount of such costs.

17. Matters beyond Reasonable Control

17.1 Neither we nor you shall be liable to the other for any loss or damage which may be suffered by the other due to any cause beyond its reasonable control including without limitation including inclement weather, failure or shortage of power supplies, flood, and drought, lightning or fire strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunication operators or other competent authority, production or supply of service by third parties.

17.2 No liability for loss of profits and data

17.3 We shall not be liable for any costs, claims, damages or expenses arising out of our negligence or our breach of contract or statutory duty calculated by reference to your loss of profits or income or productions or by reference to the accrual of any such costs, claims, damages or expenses on a time basis.

17.4 We shall not be liable for any costs, claims, damages or expenses arising as a result of our negligence or for our breach of contract or statutory duty calculated by reference to any loss of anticipated savings or profits whatsoever or for the corruption or destruction of data.

17.5 We shall not be liable for any claims arising from end users being subject to fraudulent use of their service or from a third party succeeding in "hacking" into the Customer's Equipment, all call costs will be paid in full by the Customer. Notwithstanding we will endeavor to notify the customer using the most expedient means available of any fraudulent activity however we can offer no guarantee or contractual obligation in relation to the detection of fraud.

18. Representations

18.1 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of our agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

19. Confidentiality

19.1 Neither we nor you shall whilst the contract is in force or thereafter disclose any of the other's confidential information nor any details of the other's commercial or technical activities or policy except insofar as is strictly necessary for fulfilling its obligations hereunder and except for any disclosure required by statute or law and save for information which is or subsequently enters the public domain.



19.2 In the event of sickness or death of a customer, Ghost IT Services will not be permitted to share any information or data unless otherwise instructed. Such instructions must be sent to Ghost in written format by a legal representative.

19.3 We will not disclose any information to parties unless a third party consent form has been completed and sent back to us.

20. Assignment and sub-contracting

20.1 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.

20.2 You shall not assign or delegate or otherwise deal with all or any of its rights or obligations under the Contract without our prior written consent.

21. Entire Agreement

21.1 This contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

21.2 The parties acknowledge and agree that:

- The parties have not been induced to enter into this contract by any representation, warranty or other assurance not expressly incorporated into it; and Conditions for Wholesale Access Service.
- In connection with this contract the party's only rights and remedies in relation to any representation, warranty or other assurance are for breach of this contract and that all other rights and remedies are excluded.

21.3 A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22. Notices

22.1 Notices given under this Contract must be in writing and may be delivered by hand, first class post, or email:

- Post: Runway House, North Weald Airfield, North Weald, Essex, CM16 6HR
- Email: sam@ghostitservices.co.uk or support@ghostitservices.co.uk

23. Severability

23.1 If any provision of this contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this contract will continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision omitted. This Contract is governed by the law of England and Wales.

24. Changes in our policies

24.1 We reserve the right to change this policy at any time, any changes will be posted on our website and clients will be notified as we deem appropriate.

24.2 You should check our website from time to time to ensure you are happy with any changes.

24.3 We may change our price list on the site, which may differ from the pricing and features on the customer account.

Further terms - VOIP

This section provides further information in addition to the above terms set out if you are also using Ghost's Voice services.

Ghost Voice is a Telephony Service which utilises an internet connection to make and receive calls. Various Services are available which include telephone numbers, outbound calling, call plans as well as many advanced telephony features.

1 Your Contract and the Minimum Term

Your Contract runs for at least the Minimum Term

1.1 For each Handset / Extension you own, your Contract starts on the date of Registration and will continue for the Minimum Term and thereafter. You have limited rights to terminate your Contract during the Minimum Term as described in Section 4.

What happens when the minimum term ends?

1.2 After the Minimum Term ends, we will continue to supply you with Services as normal until your Contract is terminated in any of the ways described in Section 3.

2 Provision of Services

What we aim to provide in the UK

2.1 We will take all reasonable steps to make the services available to you at all times. The services are only available whilst your Handset / Extension has a continual and uninterrupted connection to the internet. We cannot guarantee a continuous fault free service. Please note that:

2.2 The quality and availability of services may sometimes be affected by factors outside our control - such as local physical obstructions, atmospheric conditions, other causes of interference, features or functionality of your Handset / Extension, the number of people trying to use the network at the same time, and faults in other telecommunication networks to which the Network is connected.

Services may sometimes be affected by maintenance and upgrading

2.3 The Network and the Services may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the Services becoming temporarily unavailable. In such cases, we'll do everything we can to keep the period of non-availability to a minimum. However, some interruption may be inevitable.

Suspension of Services

2.4 We may suspend some or all of the Services you use, without giving you notice if:

- We have good reason to believe that you haven't complied with one or more of the terms of your Contract.
- You don't pay your bill within the time stipulated in this agreement, we reserve the right to place a Bar on some or all of the Services from your Handset / Extension (with the exception of calls to the emergency services). This Bar will remain in force until you've paid everything you owe us. At our discretion, we may charge you for Reconnection and removal of the Bar.
- We also reserve the right to Suspend Services if a complaint has been made against you. The complaint will be thoroughly investigated, and Services will remain suspended until we know the results of that investigation. Any complaint you make will similarly be thoroughly investigated.
- We have good reason to believe that your Ghost Voice phone number is being used for fraudulent or improper purposes.
- We suspect on reasonable grounds that information has been supplied to us without the knowledge of the person named or that an application is unauthorised or contains false particulars.
- You notify us that your Handset / Extension has been lost or stolen.
- We are required by the emergency services or other government authorities to suspend your Services.

2.5 You will remain liable for all monthly or other periodic Charges during any period of Suspension.

Suspension of Ghost Voice Additional Services

2.6 We reserve the right to change, suspend or withdraw part or all of any Ghost Voice Additional Service on giving reasonable notice.

Monitoring the Services you use

2.7 For the purposes of good management and security and to make sure we follow your instructions correctly and to improve our service to you through training of our staff, or to monitor instances of unsolicited messages we may monitor or record communications. Where we have good reason to believe such communication is unsolicited you agree we may but are not obliged to block such communication.



Storage and transmission of information on our Network

We may establish limits concerning the use of the Services for example the maximum capacity allocated to you for storage of Content on the Network (such as voicemails and call recordings) which you access via the Services.

You agree that Ghost IT Services Ltd has no responsibility for the deletion, corruption or failure to store any Content maintained or transmitted by the Network.

Whilst Ghost IT Services Ltd has no responsibility to monitor the use of the Services if you exceed the use limits we reserve the right to refuse to store or send Content on your behalf.

Access to the Services and Content

Under no circumstances will Ghost IT Services Ltd or any of the other parties involved in the provision of Ghost IT Services Ltd Content, be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. Ghost IT Services Ltd agrees to rectify any such problems in the Content which are notified to Ghost IT Services Ltd as soon as Ghost IT Services Ltd reasonably can. If you do notice a fault or error in the Content, please notify the fault to Ghost IT Services Ltd.

Ghost IT Services Ltd accepts no liability for the loss, late receipt or non-readability of any download, transmission, or other communications. The Content, which is obtained from a large range of sources, is supplied to You on an "as is" basis and Ghost IT Services Ltd does not warrant that the Content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure or is free from error.

2.8 Ghost IT Services Ltd is not liable or responsible in any way for such unauthorised access, unauthorised calls, damage to or loss of information on your Handset / Extension.

Credit Limits

2.9 We may set monthly credit limits for Charges. We may (but do not have to) Suspend some or all of our Services if you go over a credit limit. You should not use a credit limit for budgeting because the amount you owe is not capped or limited by any credit limit we set.

3 Your rights to terminate this Contract

When entering a 12, 24 or 36 month contract with Ghost IT Services Ltd you will be offered a 30 day trial period. Whilst you are within your trial period, if you are not happy with any aspect of our services you may opt out of your contract, providing that all payments due on your account are brought up to date and all equipment is returned to us before your trial period has expired. Your trial period shall start on the date to which you sign the contract.

During your trial period your calls will be charged at the following rates for UK Landline and Mobile calls;

UK Landline : 2p per min

UK Mobile : 12p per min

When the trial period has ended, you will then be eligible for your reduced call rates which are specified within your chosen contract duration. You may however, opt out of your trial period at any time to benefit from the cheaper rates earlier.

Terminating your Contract after the Minimum Term

3.1 You may terminate your Contract to expire at any time after the Minimum Term by giving us at least one month's notice. You are free to restore your Contract throughout this notice period, should you change your mind. Terminating your Contract during the Minimum Term

3.2 You may terminate your Contract before the Minimum Term has expired if you pay us:

- All Charges that are due, plus
- A lump sum equivalent to the total of all the monthly or other periodic Charges still remaining on your initial Minimum Term agreement (except in the circumstances set out in Conditions 4.3 and 11.1).

Terminating your Contract because Ghost IT Services Ltd has changed its terms

3.3 You may also terminate your Contract if we vary its terms, resulting in an excessive increase in the Charges or changes that alter your rights under this Contract to your detriment. In such cases you would need to give us at least 14 days written notice prior to your Billing Date (and within one month of us telling you about the changes). However this option does not apply if:

- We have increased the Charges by an amount equal to or less than the percentage increase in the All Items Index of Retail Prices published by the Central Statistical Office in the Monthly Digest of Statistics in any 12 month period; or
- The variations we have made have been imposed on us as a direct result of new legislation, statutory instrument, government regulation or licence; or
- The variation relates solely to a Ghost Voice Additional Service, in which case you may cancel that Ghost Voice Additional Service in accordance with Condition 11.1.

Terminating your contract because Ghost IT Services Ltd is no longer able to provide access to the Ghost Voice Network

3.4 If, for reasons beyond our control, we are no longer able to provide Network Services, we will at our discretion either:

- Make arrangements for you to be supplied with equivalent Services by another network at no extra cost to you, or
- Accept written notice from you that you wish to terminate your Contract. In such cases we will refund any pre-paid Charges that have not been used up.

Termination of your Contract by Ghost IT Services Ltd

3.5 We may terminate your Contract immediately at any time in respect of any or all the Handset / Extensions owned by you, in whole or in part, by giving you written notice if:

- You fail to pass any credit assessments which we may reasonably consider to be necessary from time to time,
- You fail to pay any of your bills from Ghost IT Service Ltd on time,
- We have good reason for believing that any information you have given us is false or misleading,
- You become insolvent within the meaning of Section 123 of the Insolvency Act 1986, or bankrupt, or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets or if we have good reason for believing that you are unable to pay the Charges,
- In addition, we may terminate your Contract at any time after the Minimum Term has expired by giving you at least one month's written notice.

Termination of your contract by Ghost LTD Services Ltd without written notice

3.6 We reserve the right to terminate your contract immediately at any time in respect of any or all of the Handset / Extensions owned by you, in whole or in part without notice to you if:

- We have good reason for believing that you have breached Conditions as set out in this agreement.
- You haven't complied with one or more of the terms of your Contract and do not correct the breach within 7 days of being asked by us in writing to do so.

4. Effect of Termination of the Agreement

4.1 When this Agreement is terminated, your Handset / Extension will be Disconnected and you will no longer be able to use the Services.

What to do after Termination of your Contract

4.2 Termination of your Contract is subject to you paying us any money you owe us and us paying you any money we owe you. After termination, it is your responsibility to cancel any direct debits, standing orders, credit card mandates or other authorisations you may have given for periodic payments to be made to us by third parties.

4.3 Porting numbers away from Ghost Voice. We will only accept porting instructions from the individual named on the account. In the event of a dispute over the customer's right to port, the original name on the account will be taken as ownership and the customer may be asked for proof of identity before any porting request is accepted. There may be a charge for porting a number away from Ghost Voice.



5. Your responsibilities

When your payments are due

5.1 Ordinarily we will invoice you monthly in advance for monthly charges which are non-refundable and monthly in arrears for call charges but we reserve the right to amend the invoicing period and submit interim invoices to you. The Connection charge will be included on your first invoice. Charges in respect of Services not supplied directly by us may be invoiced several months in arrears. VAT will be added to all invoices at the relevant rate where applicable. Payment is due when you receive your invoice and/or it becomes available as an e-bill on Your Account.

- You will be responsible for paying all Charges on your Account, whether or not they have been accrued by you personally. Ghost IT Services Ltd cannot accept any responsibility for unauthorised calls made on your account. You will also be responsible for any extraordinary costs incurred in administering your Account, including collecting any payments. If your Service has been disconnected, either at your request or ours, you will remain responsible for paying any outstanding Charges.
- You must make your payment when you receive your invoice by one of the payment methods stated on your invoice subject to clause.
- However we may also submit an interim bill or require an immediate payment if we think you have exceeded a reasonable limit on your Account.

Penalties for overdue payments

5.2 If payment is not made within 7 days of its due date, we may charge interest on all sums outstanding at the rate of 2% above the base rate of Metro Bank. This interest will be charged on a per annum basis calculated daily.

Payment methods

5.3 Ordinarily we will accept payment of Charges by direct debit, PayPal and BACS electronic transfer, but we reserve the right to refuse any payment method if we have reasonable cause to believe such payment will be dishonoured.

We reserve the right to charge an administration fee each month for payments not made by direct debit.

We may arrange for invoices to be issued by a third party on our behalf. Invoices issued by such third party shall be binding on you and payment of such invoices in full to the third party will be a valid discharge of your liability to pay such invoices under this Agreement.

Things that you agree to do

5.4 Recognising that good management and security of the Services is important to all Ghost Voice customers, you agree that you will:

- Provide whatever proofs of your identity and address that we consider reasonably necessary from time to time. Whilst photocopy or fax copies are usually acceptable we do reserve the right to request the original document,
- Not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication any data which is of an offensive, abusive, indecent, obscene or menacing nature,
- Not cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience, whether to us or to any of our customers, by any means including the use of the Network for persistently sending unsolicited communications without reasonable cause,
- Not act in a way, whether knowingly or otherwise, which will impair the operation of the Network or any part of it, or put it in jeopardy,
- Use only Handset / Extensions and Accessories approved for use with the Network, and comply with all relevant legislation or regulation relating to their use,
- Comply with any reasonable instructions issued by us which concern your use of the Services, and co-operate with us in our reasonable security and other checks (which may include us making phone calls to you),
- Not copy, modify, store, forward, publish or distribute the Services or their Content without our express permission,
- Only use Content for your own personal use and not for any commercial purposes or distribute it commercially,
- Not re-sell, re-supply or otherwise distribute the Services or Handset / Extensions without the prior written agreement of Ghost IT Services Ltd.

6. Multiple users

Where there are one or more Users other than you under your Contract, you remain responsible:

- For ensuring the Services are used in accordance with this Contract, and
- For all Charges incurred to your Account by those Users.

7. Information supplied by you

The details you give us must be correct

7.1 By applying for Registration or for Ghost Voice Additional Services, you undertake to provide your correct name, address and other factual information. You also confirm that:

- The person stated to be authorised to sign for a company or firm is duly authorised,
- Any individual applying as a member of a company is of full contractual capacity and is able both to pay for the Services he or she has requested and to meet his or her other obligations under your Contract, and
- You must also tell us if your details change.

What happens if we suspect the details you give us aren't correct

7.2 If we suspect, on reasonable grounds, that information has been supplied to us without the knowledge of the person named, or that an application is unauthorised or contains false particulars, we may delay Connection or Suspend Services to your Handset / Extension while we investigate further. Following our investigation, we will Connect or reinstate the Services unless we have grounds to terminate. You acknowledge that you will have no claim against us in respect of any delay or Disconnection caused as a result of the operation of this Condition.

8. Credit assessments

Your application is subject to credit status

8.1 All applications for Registration and Ghost Voice Additional Services are subject to credit assessment before we can connect you to the Network. In considering your application we will search the following records about you and others (see 8.2 below):

- Our own; and
- Those of licensed credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other people searching your credit file. The CRAs supply to us both public (including the electoral register) and shared credit and fraud prevention information; and
- Those at fraud prevention agencies (FPAs).

8.2 We will use credit scoring and or other automated decision making systems when assessing your application. If our assessment of you does not meet our normal requirements we reserve the right to decline to Connect you or to supply Ghost Voice Additional Services or to decide an appropriate credit limit on your Account. Alternatively, we may ask you to lodge a Deposit with us before we Connect you. If you believe our assessment of you is incorrect, we will review your eligibility. However, we cannot accept responsibility for the accuracy of information provided by CRAs. Nor can we accept any liability for the consequences of our declining to Connect you.

- We will also check your details with FPAs for the purposes of verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your Account with us.

8.3 If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for disassociation with the CRAs to break the link.

8.4 Information on your application will be sent to CRAs and will be recorded by them. We may also disclose details of how you conduct your Account to such agencies. If you do not pay any balance on your Account when due CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.



8.5 If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs. Law enforcement agencies may access and use this information.

8.6 We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

8.7 We and other organisations may access and use from other countries the information recorded by FPAs.

8.8 If you do not pay any sums due on your Account we will trace your whereabouts and recover debts.

8.9 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the Data Protection Act 1998.

8.10 If you would like to receive details of the relevant FPAs and CRAs please contact us at Credit Referral, Ghost IT Services Ltd, Runway House, North Weald Airfield, North Weald, Essex CM16 6HR, or by 01708390370. You can also contact the CRAs and FPAs directly.

8.11 If you would like to read the full details of how your data may be used please visit our website at www.ghostservices.net or phone 01708 390 370 to request a copy of our policy.

9. Deposits

Deposits are held for the duration of the contract

9.1 We may request a Deposit from you:

- a) Before Connection
- b) Before making Ghost Voice Additional Services available to you,
- c) Before reinstating the Services after Suspension, or
- d) If you fail to pass any credit assessments which we reasonably consider to be necessary from time to time.

9.2 Deposits will be held for the contract duration and then refunded upon request. We do not pay interest on Deposits. If you owe us money, we may set off Deposits against the amount due to us. If there is a balance left over in such cases, we will remit this to you or credit your Account.

10. Caller ID

What to do if you want your number to remain private

10.1 Our Network will allow the display of your Ghost Voice number on receiving Handset / Extensions. If you prefer not to allow this, please let us know in writing. Your Ghost Voice phone number will always be sent if calling the emergency services.

11 Ghost Voice VOIP SIM cards

Use of a Ghost Voice voip sim card means that you agree to the terms and conditions applied to it

11.1 Call costs - Customers may use the voip sim card for calling UK mobile, UK landline, UK non-geographic and international destinations at the advertised calling rates. Calls to UK premium rate services are barred from the voip sim card.

11.2 Calls to emergency services via 999 are available via the voip sim card.

11.3 Inbound calls to the sim card are classified as calls received by the sim card or internal calls made or received by the sim card between the sim card and other extensions.

11.4 Ghost IT Services Ltd monitors the monthly inbound and outbound call volumes on the Ghost Voice voip sim card. In the event that the monthly inbound call volume to the sim card does not exceed the outbound call volume, Ghost IT Services Ltd reserves the right to do the following:

- a) Make a charge against the extension of 2p per minute for inbound call minutes exceeding the outbound call minutes.
- b) Increase the extension charge for the voip sim card.
- c) Cancel or suspend service to the voip sim card.

12 Ghost Voice Talk Plans

12.1 Ghost Voice Talk Plans are charged per user per month

12.2 Any free minute allocation attached to Ghost Voice Talk Plans are allocated per user and not shared on the account.

12.3 Every user must have the same Talk Plan, you cannot mix plans within an account.

12.4 Talk Plans carry a minimum contract duration of 12 months; however you may change to a higher Talk Plan at any point during your contract.

12.5 Calls made via your Talk plan are billed and calculated on a per minute basis. Calls made outside of your Talk Plan allowance, will be charged at the appropriate non bundle rates.

13 Changes to your Contract

We reserve the right to make changes to your Contract

13.1 In the event you do switch, add or cancel your call bundle, Talk Plan or Ghost Voice Additional Services you must give us not less than 10 days' notice before your Billing Date. Usually any changes to your account will not take effect until your next billing date. We do, however, reserve the right to vary the terms of this Contract from time to time and to make changes to your Service Plan. We acknowledge that if we do increase the Charges, withdraw Ghost Voice Additional Services or introduce new mandatory Charges - or if your contractual rights are affected to your detriment - you may terminate your Contract in accordance with Condition 4.3. If you do not give notice within one month of our notifying you of any change(s), you will be taken to have accepted the change(s).

13.2 In exceptional circumstances a government authority may require the reallocation or change of phone numbers in which case we may have to change your Ghost Voice phone number for the Services.

New services

13.3 We are continuously enhancing our existing Services as well as adding new services, particularly Ghost Voice Additional Services. Charges for, and any special terms and conditions attached to Ghost Voice Additional Services will be notified in Customer Communication. The terms of your Contract, including Charges current on the date when you take up the offer of any Ghost Voice Additional Service, will apply to it, subject to any special promotional offer made by us and accepted by you.

14. Customer Communication

Please read all the information we send you

14.1 We update our Customer Communication from time to time. Information on various topics is mailed to Customers with their monthly invoices. You are asked to read your Customer Communications and to keep those which are mailed to you until they are superseded. We regard you as having been given any information if it is either:

- a) Included in a mailing addressed to you,
- b) By voicemail, email text or other form of electronic message sent by us to you or your Handset / Extension,
- c) Communicated directly by any means (including any information made available to Customers with their invoice).

15 Assignment of Contract and change of ownership of Handset / Extension

Your Contract is personal to you

15.1 Your Contract is personal to you and you may not assign it. However, we may at our discretion (not to be unreasonably withheld) allow you to:

- a) Nominate a user other than yourself while you remain primarily liable to us under your Contract,
- b) Terminate your Contract on short notice if you have transferred title to your Handset / Extension to a new customer who has Connected the Handset / Extension to our Network.

15.2 We may assign our rights to your Contract only if such assignment is on terms which are at least as advantageous to you as those set out in your Contract.



16 Liability

Circumstances in which neither of us accepts liability

16.1 Except as provided in this Condition 16, neither party shall be liable to the other, whether in contract or tort nor otherwise, for any loss or damage which is:

- a) Not the fault of the other party,
- b) Indirect and/or not reasonably foreseeable,
- c) Loss of business, profits, savings, revenue, use or goodwill, or for any loss or corruption of data whether caused to the other party through any breach of your Contract or any matters arising under it. Neither party excludes liability for negligent acts or omissions causing death or personal injury to any person.

Maximum liability of Ghost Voice

16.2 Subject to Condition 15.1, we limit our legal liability up to a maximum of three hundred pounds per claim or a series of related claims for any loss or damage which is:

- a) Direct financial loss,
- b) Direct physical damage to or loss of property resulting from our breach of contract or negligence while providing Services.

Factors beyond our control

16.3 We will not be liable to you if we are unable to perform an obligation or provide the Services to you because of any factor outside our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, terrorist act, governmental action, or by any act or decision made by a court of competent jurisdiction.

Your maximum liability

16.4 Subject to Condition 15.1, your liability is limited to payment of all outstanding Charges due in accordance with the provisions of your Contract.

Commercial viability clause

16.5 If a customer is deemed to be in any way commercially unviable then we reserve the right to take immediate action. This action includes but is not limited to; informing the customer about their activity, suggesting a more suitable plan, or terminating the customer contract with the appropriate notice period.

17 General

Changes to your Contract

17.1 Subject to Condition 12, your Contract may be varied or amended only by the express mutual agreement of both parties. A party seeking to rely on such variation or amendment must produce evidence of the other party's agreement to it.

Disclosure of information to third parties

17.2 You agree to the disclosure to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of:

- a) Any information relating to your Contract, including your personal financial information and details of how you have performed in meeting your obligations under your Contract,
- b) Any disclosure as may be within our Data Protection Act registration,
- c) Any disclosure required as a result of an order of any court of competent jurisdiction or by statutory authority.

Your information

17.3 Ghost IT Services Ltd or its Group companies will use your information which you provide to us together with other information for administration, marketing, credit scoring, customer services, tracking your Handset / Extension, and profiling your call preferences. We will disclose your information to our service providers and agents to help us with these purposes. We will keep your information for a reasonable period after your contract with us has finished in case you decide to use our Services again and may contact you about our Services during this time.

17.4 By registering your Handset / Extension on the Network you consent to us sharing your information with other companies in the Group and companies outside the Group who are our business partners. They or we may contact you by mail, telephone, electronic messaging services, fax or email to let you know about any goods, services or promotions which may be of interest to you. Please call customer services if you do not wish to receive such information from us, or if you do not wish to receive information from our business partners, but remember that this will preclude you from receiving any of our special offers or promotions or those of our business partners.

17.5 By registering your Handset / Extension on the Network you consent to our transferring your information to countries which do not provide the same level of data protection as the UK if necessary for providing you services you require. If we do make such a transfer, we will put a contract in place to ensure your information is protected.

17.6 You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

17.7 When you give us information about another person you confirm that they have appointed you to act for them, to consent to the processing of their personal data, and to the transfer of their information abroad and to receive on their behalf any data protection notices.

17.8 For details of Ghost IT Services Ltd and its Group of Companies please visit our website.

Delivering communications to you

17.9 All notices to be served in accordance with your Contract must be served by post or facsimile. We can in addition serve notice to you by voicemail, email text or other form of electronic message (email). They will be deemed served 48 hours after they are sent, or on earlier proof of delivery. All invoices and notices served by post will be sent to the address given by you on Registration unless you notify us of a change to this address. Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it is given and does not affect our rights in any other way.

Disputes between you and us

17.10 You may request that disputes between you and us are referred to arbitration under our Code of Practice for Consumer Affairs. We will supply a copy of our Code of Practice for Consumer Affairs to you on request.

Miscellaneous

- If either party delays or does not take action to enforce their rights under the contract this does not prevent either party from taking action later.
- If any of the terms in this contract are not valid or legally enforceable the other terms will not be affected. We may replace any term that is not legally effective with a similar term that is.

Governing law

17.11 Your Contract is to be interpreted in accordance with the Laws of England and Wales.

This policy is effective from 01 August 2018 (reviewed annually)

If you have any questions about our services please call us on 01708 390 370