



DIRECT RESPONSE

Bureau Contact Centre Services Agreement

(Subject to terms and conditions overleaf)



Contract No:	_____	DR Consultant:	_____
Customer:	_____		
Contract Manger:	_____	Accounts Contact:	_____
Main Address:	_____	Invoice Address: (if different)	_____
_____	_____	_____	_____
Post Code:	_____	Post Code:	_____
Company Registration No:	_____	Phone No:	_____
Industry:	_____	Email Address:	_____

Bureau Contact Centre – Advance Charges:

Description	Charge Type	Charges
Call Flow, Connection, Programming, and Testing Charge	One Off Charge	_____
Monthly Management and Service Fee	Charged Monthly in Advance	_____
Notes: _____		Sub Total: _____
		VAT: _____
		Total Due in Advance: _____

Advance Payment Method:

By Cheque: Please make Cheques payable to "Direct Response Ltd"

By BACS: Barclays Acct: 30927384 Sort Code: 20-36-16

By Credit Card: I authorise Direct Response Ltd to debit my card below for the amount Due in Advance

Card Type: _____ Card No: _____ / _____ / _____ / _____ / _____

Valid From: _____ Expiry Date: _____ Sec Code: _____ Issue No: _____

Card Billing Address, Building No: _____ Post Code: _____

Bureau Contact Centre – Service Information and Charges:	Type	Amount	Other:
Operator Time Charge (Per second billing)	Monthly in Arrears	£1 per minute	Contact Length _____
Patched Call Time Charge (Calls connected through)	Monthly in Arrears	35p per minute	Minimum Monthly Spend _____
Text Message Delivery Charge	Monthly in Arrears	15p per text	Estimated Minutes _____
No Email and Fax Delivery Charge	No Charge	Free	

Originators Identification Number: 6 8 0 0 8 6

1. Name and full postal address of your Bank or Building Society	3. Branch Sort Code:
To: The Manager: _____	_____
_____ Bank or Building Society	4. Bank or Building Society Account Number:
Address: _____	_____
_____ Post Code: _____	5. Direct Response Reference Number (office use only):
2. Name(s) of account holders:	_____

Please pay FCC re (Direct Response) Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction will remain with FCC and, if so, details will be passed electronically to my Bank/3. Branch Sort Code Building Society.

Signed by the Client:	Signed on Behalf of Direct Response:
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

IMPORTANT DECLARATION

I confirm that I am a **DULY AUTHORISED REPRESENTATIVE** of the Customer and that I am duly authorised to sign the agreement on their behalf.
I confirm that I have read the **TERMS AND CONDITIONS OVERLEAF** and accept that they form part of the agreement.
I agree that the agreement is for a **MINIMUM TERM** as stated above and acknowledge and accept that additions to the Main Service and Charges section above during the minimum term will be subject to this agreement.

**TERMS AND CONDITIONS
FOR BUREAU CONTACT CENTRE SERVICES**

1. DEFINITIONS

In this agreement the following terms shall have the following meanings namely:-
"DR" means Direct Response Ltd which expression shall where the context so requires include its successors
"customer" means a person, company, or organisation at whose application DR agrees to provide the service under the terms of this agreement.
"agreement" means the contract made between DR and the Customer to which these conditions apply
"the minimum duration" means the period set out overleaf
"the service" means the supply and connection of the services details of which are set out overleaf
"supplier" means the Supplier from whom DR obtains facilities to provide the services from time to time pursuant to a licence contract or otherwise
"bureau" means non exclusive use of the resource or service

2. SCOPE OF AGREEMENT

The provisions of this agreement shall apply to bureau contact centre services ordered by the Customer from DR

3. TERM

This agreement shall commence upon the supply and connection of the service requested overleaf and shall continue for the period as specified overleaf, thereafter this agreement shall be extended on a 12 month rolling bases and may be terminated by either party giving written notice to the other party 1 month before the anniversary date of this agreement and the agreement shall terminate on the expiry of the aforementioned notices

4. CHARGES

- a) All sums due to DR under this agreement shall be payable by the Customer within 14 calendar days of receipt by the Customer of DR's invoice in respect thereof
- b) The charges shown overleaf shall be due on the date of the signing of this agreement and will not be refundable to the customer in the even of the agreement being terminated
- c) Charges shown on the front of this contract are payable in advance before the agreed service setup can commence
- d) The monthly management and service fee start from the date the contract is signed
- e) The basic monthly charge is due and payable each month in advance by the Customer to DR. On or about the first day of each month the Customer will receive an invoice from DR for the basic monthly charge for that month, plus charges for any additional costs or services from the preceding month. The Customer agrees that all billing submitted to the Customer by DR shall be due and payable to DR when rendered
- f) All charges payable to DR by the Customer shall be subject to VAT at the current rate and any taxes of a similar nature which may from time to time be introduced
- g) All sums due under this agreement by the customer, shall be made by Direct Debit in accordance with the Direct Debt instructions provided and shall be payable as per clause 4 a
- h) DR reserves the right to charge daily interest on outstanding accounts until payment in full is received by DR at a rate equal to 2% per annum above base lending rate current from time to time whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this agreement for any causes whatsoever
- i) Whilst any payment due under this agreement remains outstanding to DR from the Customer DR shall be entitled to withhold the delivery of messages to the Customer or the taking of messages on behalf of the Customer at the sole discretion of DR
- j) The Customer agrees to pay DR all legal costs incurred in by DR in connection with any legal proceedings taken by DR against the Customer to recover sums due under this agreement on a full indemnity basis
- k) All invoices submitted by DR to the Customer are to be treated as agreed, whether or not agreed, unless the Customer notifies DR of any discrepancies or objections to the same within 10 days of receipt of any invoice from DR
- l) When notice to terminate an account is issued or received by DR, the Customer's credit limit and credit period are reduced to zero. All invoices become due and payable in full by return
- m) Notwithstanding Clause above, DR shall, at its absolute discretion, have the right to terminate this agreement at any time and with immediate effect if it considers that a Customer will not adhere to these terms and conditions or that a Customer's requirements are beyond the scope of DR's reasonable capacity
- n) DR intends that there will be no price increases to the charges to their customers during the term of this agreement. Should price increases become necessary the Customer will have twenty eight (28) days from written notification of said increases to terminate in writing the Agreement without penalty
- o) DR reserves the right to charge the difference between the amount invoiced and the minimum spend as specified overleaf

5. PROVISION OF INFORMATION

- a) The Customer undertakes promptly to provide DR (free of charge) with all such information and co-operation that DR may reasonably require from time to time to enable DR to perform and observe its obligations under this agreement
- b) Should account information/instructions change subsequent to a quotation agreed by the Salesperson, DR reserves the right to adjust the charges appropriately
- c) The customer undertakes to indemnify and hold harmless DR against all liabilities claims damages losses costs and proceedings howsoever arising from or in any way connected with any breach of the Customers undertakings as set out in this clause

6. DIVERSION FACILITY

The Customer hereby confirms to DR that it is the Customer's responsibility to ensure that the diversion facility is properly set up by the Network Provider. The Customer authorises DR to order the diversion facility on behalf of the Customer and the Customer agrees that the Customer will indemnify DR in respect of all costs arising from the obtaining of the diversion facility from the Network Provider

7. INTELLECTUAL PROPERTY

- a) All Intellectual Property and other proprietary rights in respect of the Services provided by DR to the customer shall remain vested at all times in DR
- b) Copyright and all other forms of ownership, including industrial and intellectual property rights, in all documents and operating programs for software operated systems, whether illegible or machine readable form, provided to the Customer shall at all times remain vested in DR which grants to the customer an non exclusive non transferable licence to use any such software for the purpose of using the Services and for no other purpose whatsoever
- c) The customer shall not reproduce any such software nor make any modifications or additions to it, shall keep any such software in confidence and undertakes not to disclose any material as referred to in this clause or any part thereof or copies of the whole or any part thereof to any third party without the prior written consent of DR

8. NON-ASSIGNMENT

Neither party shall assign or delegate or otherwise deal with any or all of its rights and obligations under this agreement without prior written consent given by the others, duly authorised representative. DR shall have the rights to assign or otherwise delegate all or any of its rights and obligations hereunder to associate companies

9. FORCE MAJEURE

Neither party shall be liable to the other for loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, weather, failure, or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out trade dispute or other labour disturbance, or any other technical problems beyond DR's control

10. LIMITATIONS OF LIABILITY

- a) DR shall not be liable to the customer for any losses or damages sustained by the customer as a result of:-
 - a. The failure of the suppliers main line equipment or supply
 - b. The negligence or default of the Customer
 - c. Mains electrical power
 - d. Fault of any public telecommunications operator line, equipment or supply
- b) DR will not be liable to the customer in contract or otherwise including any liability for negligence or any loss of revenue, business, anticipated savings and profits or any loss of use or value of any equipment including software or for and indirect or consequential loss however arising
- c) Any liability which DR shall have to the customer under this agreement shall be limited to the total monthly service charge payable under this agreement in aggregate
- d) This agreement shall not exclude DR from liability from the negligence of DR or their Suppliers while acting in the course of their employment provided that in no case shall the amount of such liability exceed one million pounds. DR do not exclude or restrict liability for death or personal injury caused by their negligence for fraud or for any other liability which cannot be excluded by Law

11. TERMINATION

- a) Without prejudice to its other rights DR shall have the right to charge the customer in the event of early termination of this agreement Calculated on the minimum spend specified overleaf multiplied by the remaining term of this agreement
- b) Without prejudice to its other rights DR shall have the right to terminate this Agreement forthwith by notice in writing to the Customer and to disconnect the Service and to claim for any damages losses or expenses from the failure:-
 - a. of the customer to make full and punctual payment
 - b. to observe obligations
 - c. the making by the customer of any composition or arrangement with its creditors
 - d. in the event of termination of this agreement whether by expiry of time, notice, breach or otherwise the customers agrees to immediately pay DR all sums payable under this Agreement

12. CONFIDENTIALITY

- a) DR will treat all information supplied by the customer as confidential. However, should it be served with an appropriate Court Order DR will be legally advised to co-operate with all law enforcement agencies in disclosing whatever information may be required about the Customer
- b) Unless permitted pursuant to this Agreement the parties agree to keep confidential all information relating to the business affairs of the other disclosed to it by the other party. The obligation of confidentiality shall not apply to information which is in the public domain other than that by breach of the terms of this Agreement by the receiving party

13. GENERAL

The Customer agrees that it will not use the service provided for any improper, immoral, or unlawful purpose and that such use constitutes grounds for immediate termination of services by DR. Calls may be recorded

14. ENTIRE AGREEMENT

- a) This agreement shall be governed by and construed and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English Courts
- b) This agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either party, whether oral or written and this agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party hereto
- c) All Agreements on the part of the Customer which comprise of more than one person or entity shall be joint and several
- d) This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled but without prejudice to any rights which have already accrued to either of the parties
- e) The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Agreement
- f) By signing this agreement, the Customer thereby agrees to the total exclusion of all its terms and conditions of business from this agreement
- g) Any Director or representative of a limited Company who signs on behalf of the Customer will be deemed an authorised signatory and thereby guarantee the Customer's acceptance of its obligations under this agreement
- h) Severance
 - a. If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Service provider it may be severed from this Agreement
- i) Notices
 - a. Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this Agreement or by a facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee with correct answerback
- j) Arbitration
 - a. All disputes or differences which shall at any time arise between the parties whether during the Minimum Period or afterwards touching or concerning this Agreement or its construction or effects or the rights by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of Agreement to be nominated by the president for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment of it for the time being in force