



DIRECT RESPONSE

NGN/NTS/ITF Services Agreement (Subject to terms and conditions overleaf)



Contract No: DR Consultant: Customer: Contract Manger: Main Address: Accounts Contact: Invoice Address: Post Code: Company Registration No: Industry: Phone No: Email Address:

Table with 7 columns: New or Porting, Service Direct/IN, NGN/NTS/ITF, Destination Number, Connection Charge, Monthly Charge, Totals. Includes rows for Call Recording, Web Stats, On Line Billing, IN Routing, 0800 Call Charge, 0845 Call Charge, Network Based Call Recording, Sub Total, VAT, Total incl. VAT.

Contract Length: 12 Months Minimum Monthly Spend: Estimated Spend: Notes:

Originators Identification Number: 6 8 0 0 8 6. Includes fields for 1. Name and full postal address of your Bank or Building Society, 2. Name(s) of account holders, 3. Branch Sort Code, 4. Bank or Building Society Account Number, 5. Direct Response Reference Number (office use only). Includes Direct Debit logo and a disclaimer about FCC re (Direct Response) Direct Debits.

Signed by the Client: Name: Position: Date: Signed on Behalf of Direct Response: Name: Position: 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 NON GEOGRAPHIC, GEOGRAPHIC AND INTERNATIONAL MARKETING NUMBERS**

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 services 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

2. SCOPE OF AGREEMENT

The provisions of this agreement shall apply to all 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

4.1. 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

4.2. The connection charges shall be due on the date of the signing of this agreement and will not be refundable to the customer in the event of the agreement being terminated.

4.3. All sums due under this agreement by the customer, shall be made by Direct Debit in accordance with the Direct Debit instructions provided and shall be payable as per clause 4.1

4.4. 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

4.5. 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

4.6. 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

4.7. 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

4.8. 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

4.9. 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

4.10. 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

4.11. 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

4.12. DR reserves the right to charge the difference between the amount invoiced and the minimum spend as specified overleaf

5. OBLIGATIONS

5.1. The Customer undertakes to use the services in accordance with such reasonable terms as may from time to time be notified in writing by DR to the customer and in accordance with the relevant provisions of the Telecommunications Act 1984 (or any modification or re enactment thereof)

5.2. The Customer undertakes not to use the service as a means of communication for a purpose other than that for which the services are provided;

5.2.1. Or for the transmission of any material which is or intended to be defamatory offensive immoral abusive or of an obscene or menacing character or which is a hoax call to emergency services;

5.2.2. Or in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to the right of copyright or confidentiality) or a violation or infringement of any statutory duty or obligation or a duty or obligation in contract tort or otherwise to any third party

5.3. 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 customer's undertakings as set out in this clause

5.4. The Customer undertakes to promptly provide to 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

5.5. The customer undertakes not by itself its agents servants or otherwise to carry out any repairs or adapt test make additions to (modifications) or attachments to or otherwise alter any installation of hardware or software supplied by DR in connection with the service

5.6. DR agrees to provide the services to the Customer upon the Terms contained in this Agreement

6. INTELLECTUAL PROPERTY

6.1. 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

6.2. 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 a non exclusive non transferable licence to use any such software for the purpose of using the Services and for no other purpose whatsoever

6.3. 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

7. 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

8. LIMITATIONS OF LIABILITY

8.1. DR shall not be liable to the customer for any losses or damages sustained by the customer as a result of:-

8.1.1. The failure of the suppliers main line equipment or supply

8.1.2. The negligence or default of the Customer

8.1.3. Mains electrical power

8.1.4. Fault of any public telecommunications operator line, equipment or supply

8.2. 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 an indirect or consequential loss however arising

8.3. 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

8.4. 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

9. TERMINATION

9.1. 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

9.2. 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:-

9.2.1. of the customer to make full and punctual payment

9.2.2. to observe obligations

9.2.3. the making by the customer of any composition or arrangement with its creditors

9.2.4. 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

10. CONFIDENTIALITY

10.1. 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

10.2. 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 by breach of the terms of this Agreement by the receiving party

11. AMENDMENTS

11.1. The customer understands that the services set out overleaf do not belong to and shall not become the property of the customer and nor do they belong to DR but remain the property of the supplier

11.2. Since the supplier is entitled at their sole discretion at any time to withdraw or change any telephone number preferred ordered allocation to or used by the customer under this agreement DR shall be entitled at any time to withdraw or change any telephone number used by the Customer upon giving the Customer reasonable prior notice in writing to that effect

11.3. The Customer accepts that it shall acquire no rights whatsoever in the services and shall make no attempts to apply for registration of the same as a trade or service mark whether on its own or in conjunction with some other words or trading style

11.4. The Service provider shall have the right by notice in writing to the customer to modify the Agreement at any time so as to comply with any relevant regulations or other requirements applicable to or imposed on it by the Supplier or by any competent authority provided such modification is in writing and signed by a duly authorised representative of the Service Provider

12. 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

13. ENTIRE AGREEMENT

13.1. 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

13.2. 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

13.3. All Agreements on the part of the Customer which comprise of more than one person or entity shall be joint and several

13.4. 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

13.5. 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

13.6. By signing this agreement, the Customer thereby agrees to the total exclusion of all its terms and conditions of business from this agreement

13.7. 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

13.8. Severance

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

13.9. Notices

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

13.10. Arbitration

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