



Please take time to read these terms and conditions it is important for both of us that you understand our contractual relationship relating to your use of our telephone numbering, services and associated [www.numbergroup.com](http://www.numbergroup.com) and Selfcare. Please make sure that you have read these terms and conditions before completing your transaction with us. We will not allow you to purchase any products from the website unless you have confirmed that you have read these terms.

## TERMS OF SALE

### PROVISION OF SERVICES

1.1 Numbergroup agrees to provide services to the customer on the terms and conditions of this Agreement once Numbergroup has accepted the customer's order. Numbergroup will have accepted the order upon the confirmation of the order, which will be in writing by email.

1.2 New telephone number orders placed online will be completed within a maximum of one hour.

1.3 The minimum period for the Services is 12 months from the Initial order form & acceptance of terms of sale. This agreement will continue after the expiry of the minimum period unless and until:

1.3.1 Terminated by either party giving the other written notice, by email or hand delivered, to terminate the agreement. In the case of notice given by the customer, the notice shall not become operative until the customer receives, by way of acknowledgement, a cancellation acceptance form signed by an appropriate person employed by Numbergroup or sent from an appropriate Numbergroup email address.

1.4 The services are supplied subject to all limitations of the telecommunications network including the risk of imposed prefix, number or call cost changes. In particular Numbergroup is unable to guarantee that all overseas systems will be able to access the customer using the telephone number or that telephone keypads will use the same alphanumeric combinations as are currently used in the UK.

1.5 Each order will, with these terms, comprise a separate contract between the parties unless the order specifies that it is an amendment to an existing contract & is agreed as such by Numbergroup to the customer.

1.6 Where an order covers more than one telephone number or service each telephone number or Service shall be deemed the subject of a separate and severable agreement.

1.7 Where the customer's name or if applicable, bank details, address or other part of the customer's submitted order form is incorrect or incomplete, the customer agrees that Numbergroup may still treat as being the customer, the individual or organisation that applied for the services.

## NUMBERGROUP AIM'S

2.1 Numbergroup will use reasonable endeavours to provide the services but Numbergroup shall not be liable for any failure resulting from factors outside our control. In particular Numbergroup is not responsible for the operation of the BT core telecommunications network.

2.2 Numbergroup reserves the right to improve or alter the services as it deems appropriate, provided that such changes do not substantially change the nature of the services.

2.3 Numbergroup will provide an after sales service contactable by telephone or e-mail.

2.4 The customer (end user) retains the overall ownership of numbers & the rights to porting or transferring numbers to other carriers/network providers.

2.4.1 The new operator has porting agreements in place with our number or service carriers

2.4.2 Numbergroup notifies customers that the business, number range or service is being closed down or made unavailable.

2.4.3 Numbergroup cannot maintain the existing number or service originally rented by the customer.

Porting requests are subject to an administration charge of £40 + vat charge per number and is payable by the customer upon receipt of a porting request.

2.4.4 All telephone call charges will be published on our website [www.numbergroup.com](http://www.numbergroup.com) these are subject to change on a monthly basis following wholesale termination rate changes outside our control.

## CUSTOMER RESPONSIBILITIES

3.1 The Customer shall at all times:-

3.1.1 Comply with any reasonable directions or instructions (including requests for help or information) issued from time to time by Numbergroup in connection with the services, products supplied and payments required.

3.1.2 Pay Numbergroup under this agreement on or before the due date for payment without set off, or deduction unless with the full authority & agreement of Numbergroup in writing by either email, from an appropriate Numbergroup email account or letter delivered by hand.

3.1.3 Ensure insofar as is possible that the telephone numbers or services are not used in any unlawful, improper or damaging manner;

3.1.4 Indemnify and hold harmless Numbergroup against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the services;

3.1.5 Indemnify and hold harmless Numbergroup against all liabilities, claims, damages, losses, costs and proceedings arising from a claim by a third party where the third party claims it has the right to prevent the customer from using the telephone number or service.

## CHARGES AND PAYMENT

If paying by direct debit, please note that Numbergroup Online Services Ltd has appointed the BACS Approved Direct Debit Bureau, Eazy Collect Services Limited [www.eazycollect.co.uk](http://www.eazycollect.co.uk), to collect your payments and **Eazy Collect** will be shown on your bank statements.

4.1 We accept payments by BACS/internet transfer, Direct Debit, Credit Card, or Cheque. We do not accept cash unless agreed otherwise by an appropriate officer of the company.

4.2 Charges are payable on invoice. Numbergroup will invoice monthly for the products & services supplied. If Charges are ascertainable in advance they may be invoiced in advance. In respect of unascertainable future charges, such as call charges, Numbergroup may require a reasonable security deposit. Numbergroup may notify customers of this requirement before accepting their order. Numbergroup may impose pre-payments or deposits upon existing customers if they have failed to pay on time or if present reasonable cause to do so.

4.4 Certain Services (e.g. diverts to mobile or international) have additional costs which are outside the control of Numbergroup. Where any such charges are increased to Numbergroup, shall forthwith increase its own charges for the same services & will confirm all changes with the customer.

4.4.1 Revenue rebates will only be paid to a minimum invoice value of £50, unless otherwise agreed in writing by Numbergroup.

4.4.2 Change of target destination for numbers will be free of charge.

4.4.3 Numbergroup will not increase the price of Freephone call charges currently 1 pence per minute, unless faced with a wholesale increase above this level by BT PLC.

4.5 Invoices are payable within 15 days or by the date specified on the invoice.

4.6 Overdue payments shall be subject to a fixed sum penalty or interest at an annual rate equal to the statutory interest rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgement.

4.7 Charges are exclusive of value added tax currently 20%

4.8 Numbergroup shall in respect of each service be entitled to review and vary from time to time the charges and introduce new charges.

4.9 Charges may also be imposed in the following circumstances brought about by a Customer request:-

4.9.1 Change of service. (E.g. moving from landline to mobile diverts)

4.9.2 Termination of this agreement in respect of any numbers or services provided.

Numbergroup will pro-rata charges for the time elapsed since order application or annual renewal date. Late payment (4.5) & administration charges (4.3) may be maintained

4.10 The customer shall not dispute the amount of any operator generated charges unless and then only to the extent that Numbergroup is entitled to dispute such charges with the operator.

## REVENUE

- 5.1 The customer shall be entitled to receive revenue from Numbergroup based on the minutes of call time generated by the use of a number that generates a rebate as recorded in data supplied to Numbergroup by the Operator which shall be conclusive for the purpose of calculating revenue rebates allowed.
- 5.2 The rate at which revenue shall be paid shall be agreed between the parties.
- 5.3 Numbergroup shall pay revenue on a monthly basis in arrears, by producing a self-billed invoice, subject to a minimum value of £50 British Pounds.
- 5.4 Numbergroup shall be entitled to withhold revenue due to the customer:-
- 5.4.1 upon the suspension, termination or cancellation of the number or services provided.
- 5.4.2 If Numbergroup suspects the customer is in breach of any term of this agreement or any other agreement between the parties;
- 5.4.3 If Numbergroup suspects the customer has increased its entitlement to revenue by fraudulent or improper means;
- 5.4.4 If Numbergroup has not received the corresponding payment from the Operator
- 5.5 Numbergroup shall be entitled to set off any charges due to Numbergroup against revenue due to the customer.

## LIABILITY

- 7.1 Numbergroup does not exclude or restrict any liability to the customer for death or personal injury attributable to its own negligence or that of its employees or agents.
- 7.2 Numbergroup shall exercise reasonable skill and care in the provision of the numbers & services supplied.
- 7.3 Except as stated expressly otherwise in this agreement, in relation to the provision of services, Numbergroup shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms representations and undertaking, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by law.
- 7.4 Where any service has been continuously unavailable to a customer for a continuous period of more than 7 days and not as a result of any action or omission of the Customer or any event beyond the reasonable control of Numbergroup. The customer may apply to Numbergroup for a rebate of any time based charges in respect of the unavailable period and Numbergroup shall allow the customer a proportionate rebate of such time based charges. Numbergroup shall have no other liability for failure or unavailability of the telecommunications network.
- 7.5 Numbergroup shall not be liable for any indirect or consequential losses, damage or expenses suffered by the customer including (but not limited to) loss of anticipated sales profits or savings, goodwill, business contracts or losses resulting from third party claims.

## SUSPENSION OF SERVICES

8.1 Numbergroup may suspend all or part of the services or any of them for so long as reasonably required or disconnect the telephone number at any time without notice if:-

8.1.1 The customer is in material breach of this agreement or any other agreement between the parties.

8.1.2 The customer acts in such a way or permits anything to be done which, in the reasonable opinion of Numbergroup, relates to the Services and may impair or jeopardise the operation of the services or any part of the telecommunications network;

8.1.3 Required to do so directly or indirectly by law, the operator, OFCOM or ICSTIS;

8.1.4 Required for modification or maintenance or in cases of emergency

8.1.5 Numbergroup has reason to believe the services are being used for unlawful, fraudulent or improper purposes.

8.1.6 Payments or pre-payments for any charges fail or are not received by Numbergroup on or before the due date, as specified by Numbergroup.

8.2 The Customer shall remain liable for all charges during any period of suspension attributable to the actions or omissions of the customer

## DATA PROTECTION ACT

9.1 Information that the customer provides to Numbergroup about private individuals relevant to Numbergroup dealings with the customer will be stored within Numbergroup computer systems.

9.2 For the purpose of the Data Protection Act 1998 ("the Act") Numbergroup needs to specify the purposes for which it will use that information. It will of course only use it for legitimate purposes, including:-

9.2.1 Communicating with the individuals concerned as necessary in connection with the Customer's dealings with Numbergroup.

9.2.2 Communicating with the customer in connection with Numbergroup services generally;

9.2.3 Providing it to third parties as required by the customer or the law or as necessary in connection with the customer's dealings with Numbergroup

9.3 By giving Numbergroup that information the customer consents to Numbergroup holding using and disclosing it for those purposes.

9.4 Numbergroup is permitted under the Act to hold and use personal data for the purposes specified above. It will not process such data provided by the customer otherwise than for those purposes or as otherwise required by the customer.

9.5 Provision of Calling Line Identity. Customers must only use the calling line identity of the calling party for billing and fraud prevention purposes. Customers who receive this data must also register with the Information Commissioner's Office <http://www.ico.gov.uk/>

## TERMINATION OF AGREEMENT

10.1 Numbergroup may terminate this agreement immediately by notice in writing, including email to the Customer if:-

10.1.1 The Customer is in breach of any of the terms of this agreement or any other agreement between the parties and does not remedy the breach within 7 days of the date of written notice from Numbergroup specifying the breach and requiring it to be remedied;

10.1.2 Any licence, permission, agreement or authorisation granted to the operator or to Numbergroup necessary for the provision of the services is suspended, revoked or terminated; or

10.1.3 Numbergroup is unable to recover from the operator revenue payments due to the Customer.

10.2 Numbergroup may terminate this agreement immediately without written notice, if it has reasonable reason to believe outstanding charges or debts will not be paid when due.

10.3 The customer can at any time by reasonable notice terminate any agreement & cease use of the numbers & services provided by Numbergroup. In these circumstances the customer shall be liable for any outstanding charges accrued or incurred or scheduled to incur before the date of termination & will be required to pay Numbergroup including any penalty fees.

10.4 Any termination of this agreement shall be without prejudice to the rights of either party accrued to the date of termination.

10.5 Numbergroup does not require a minimum notice of termination of any agreements, products & services supplied by Numbergroup to the customer, unless otherwise agreed by an appropriate officer of Numbergroup in writing, including email.

## USE OF SERVICE

11.1 By ordering any service supplied by Numbergroup you the customer are agreeing to the terms and conditions set out in this agreement.

11.2 By ordering any service supplied by Numbergroup you the customer are agreeing to Numbergroup being able to change or add to these terms & conditions if so required by legislation, the Operator, OFCOM, ICSTIS or any similar authority.

11.3 The customer acknowledges that it has not been induced to enter into this agreement by any representations made before or on entering into this agreement (whether made negligently or innocently or whether oral or written) and that it has only relied upon matters set out in this agreement in deciding to enter into this agreement.

11.4 The customer shall not assign or try to assign any or all of the rights and responsibilities under the agreement but Numbergroup may transfer its right and obligations hereunder to a new service provider in which circumstances the Customer shall enter into a new agreement in the same terms as this with the new service provider.

## THIRD PARTIES

The customer agrees that Numbergroup may from time to time; use third party companies for billing call charges, collecting direct debits, credit card payments & outstanding debts. Numbergroup retains all rights in respect to its billing, collection and business partners for any activities required.