

Smart Vision and Communications Ltd

Telecommunications Services Agreement

Standard Terms and Conditions for Telecommunications Services

Version 2.6

Effective Date: 01/09/2025

1. Introduction

These Standard Terms and Conditions govern the supply of telecommunications services by Smart Vision and Communications Ltd ("SVC", "we", "us" or "our") to the business customer identified on the relevant Order Form ("Customer", "you" or "your").

These Terms apply to all telecommunications services supplied by SVC including fixed line telephony, hosted VoIP services, SIP trunks, broadband connectivity, leased lines and any related services or equipment.

The Agreement between the parties consists of:

- The Order Form / Telecoms Agreement
- These Standard Terms and Conditions
- Any applicable Service Schedules
- Any applicable Service Level Agreement (SLA)

Together these documents form the "Agreement".

This document supersedes the previous terms and conditions.

2. Definitions

Agreement – The Order Form, these Terms, and any Service Schedules or SLAs.

Business Day – Monday to Friday excluding public holidays in England.

Charges – All charges payable by the Customer including recurring, usage and one-off charges.

Commencement Date – The date the Order Form is signed.

Customer – The organisation purchasing Services from SVC.

Early Termination Charges – Charges payable where Services are terminated before the end of the Minimum Term.

Equipment – Routers, handsets, telephony systems or other hardware supplied by SVC.

Minimum Term – The minimum contractual period specified in the Order Form.

Network Operator – Any third-party telecommunications carrier used by SVC.

Service Start Date – The date the Service becomes active and available for use.

Services – Telecommunications services supplied by SVC including fixed line, VoIP, SIP, broadband and leased line connectivity.

3. Formation of Contract

The Agreement commences on the Commencement Date. Services will commence on the Service Start Date.

The Agreement will continue for the Minimum Term specified in the Order Form. Following expiry of the Minimum Term the Agreement will continue on a rolling monthly basis unless terminated in accordance with this Agreement.

4. Provision of Services

SVC shall provide the Services with reasonable care and skill.

The Customer acknowledges that SVC relies upon third-party network operators and infrastructure providers in order to deliver the Services. As such service performance may be affected by factors outside SVC's direct control.

SVC may modify the technical method of delivering the Services where necessary to:

- maintain service quality
- comply with regulatory requirements

- improve network performance
- reflect changes by underlying carriers

5. Installation and Activation

Installation dates provided by SVC are estimates only.

The Customer shall provide reasonable access to premises, power supplies and internal network infrastructure necessary for installation and service delivery.

SVC shall not be liable for delays caused by third-party network operators, site readiness issues or landlord approvals.

6. Equipment

Equipment supplied by SVC may be sold, leased or rented to the Customer.

Where Equipment is leased or rented, ownership shall remain with SVC or its finance partner. The Customer must keep such Equipment in good condition and must not modify, tamper with or relocate the Equipment without prior written consent.

Upon termination of Services the Customer must return any Equipment owned by SVC within 14 days.

7. Charges and Billing

The Customer shall pay all Charges specified within the Order Form.

Monthly service charges are invoiced in advance. Usage-based charges including call charges are invoiced in arrears.

Invoices are payable within 14 days of the invoice date unless otherwise agreed. Payment will normally be collected by Direct Debit.

SVC reserves the right to charge interest on overdue invoices at 4% above the Bank of England base rate.

8. Suspension of Services

SVC may suspend Services where:

- invoices remain unpaid
- the Customer breaches this Agreement
- required by law or regulation
- necessary to protect the integrity of the network

Suspension does not remove the Customer's obligation to pay outstanding Charges.

9. Minimum Term and Early Termination

The Minimum Term for each Service is specified within the Order Form and begins on the Service Start Date.

If the Customer terminates Services before the end of the Minimum Term, SVC may charge Early Termination Charges including:

- remaining monthly service charges
- installation charges
- carrier cancellation fees
- outstanding equipment costs

10. Acceptable Use

The Customer agrees not to use the Services for unlawful or fraudulent purposes.

Prohibited activities include:

- transmission of unlawful content
- network interference
- denial-of-service attacks
- sending unsolicited bulk communications (spam)

SVC reserves the right to suspend Services where misuse occurs.

11. Telephone Numbers and Porting

Telephone numbers may be allocated by SVC or ported from another provider.

Number porting is subject to industry processes and the cooperation of the existing provider. SVC does not guarantee successful porting where incorrect information is supplied.

Telephone numbers remain subject to Ofcom numbering regulations.

12. Emergency Calls

Hosted telephony and VoIP services rely on internet connectivity and electrical power.

In the event of a power outage or broadband failure emergency calls may not be possible. Customers should maintain alternative access to emergency services where appropriate.

13. Service Levels

Where applicable service levels will be defined in a separate Service Level Agreement (SLA).

SVC will use reasonable endeavours to resolve service faults within target response times but does not guarantee uninterrupted service.

14. Network Management

SVC may monitor network traffic to maintain service quality and prevent fraud or misuse.

Traffic management policies may be implemented where necessary to protect network performance.

15. Limitation of Liability

Nothing in this Agreement limits liability for death or personal injury caused by negligence or for fraud.

Subject to this, SVC's total liability shall not exceed the total Charges paid by the Customer in the preceding 12 months.

SVC shall not be liable for indirect or consequential losses including loss of profit, revenue or business.

16. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control including natural disasters, power failures, network outages, strikes or acts of government.

17. Data Protection

Both parties shall comply with UK GDPR and the Data Protection Act 2018.

SVC may process Customer contact information for service provision, billing, regulatory compliance and network management purposes.

18. Assignment and Novation

SVC may assign, transfer, subcontract or novate this Agreement to another telecommunications provider, affiliated company or successor organisation.

The Customer will be provided advance notice to such assignment or novation, by a minimum of 5 working days.

Any such transfer shall not affect the Minimum Term or contractual obligations of the Customer.

19. Network Migration

SVC reserves the right to migrate Services between underlying carriers, infrastructure platforms or network providers where reasonably necessary for technical, commercial or operational reasons.

Such migration shall not constitute termination of the Agreement.

20. Termination

Following expiry of the Minimum Term either party may terminate the Agreement by providing 30 days written notice.

Either party may terminate immediately if the other party commits a material breach or becomes insolvent.

21. Notices

All notices under this Agreement must be in writing and may be delivered by email or post to the contact details specified in the Order Form.

22. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction over any disputes.