



## **STANDARD TERMS AND CONDITIONS FOR BESERVED SERVICES (CUSTOMER ORDER)**

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE CUSTOMER ORDER AND ANY SUBSEQUENT CONTRACT FOR THE SUPPLY OF ANY SERVICES DETAILED IN THIS Customer Order. PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS WILL NOT AFFECT ANY STATUTORY RIGHTS WHICH YOU MAY BE ENTITLED TO FROM TIME TO TIME AND WHICH BY LAW CANNOT BE VARIED OR EXCLUDED.

### **1 Formation of a Contract**

The customer given on or attached to these terms and conditions will only remain valid for a period of *14 days or the end date specified on the customer order*.

**1.1** On acceptance of the customer order by placing an order within the specified period in paragraph 1.1 above, you will be bound by these terms and conditions. Each order accepted shall constitute an individual legally binding contract between you and us. Such contract is hereinafter referred to in these terms and conditions as "an order".

**1.2** No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

**1.3** Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled in relation to the Services / and or the work the subject of this Customer Order.

**1.4** These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

## **2 Specification**

2.1 All Services supplied by us shall be in accordance with the Customer Order given and any further specifications or descriptions agreed or expressly listed or set out on the face of the order.

## **3 Acceptance**

**3.1** By using our services or by signing our customer order you agree to accept our terms and conditions in its entirety.

**3.2** We must be informed in writing prior to services commencing of any changes or alterations. We reserve the right to retain any deposits or charge in full for any services supplied where cancellation is not made within the period specified.

## **4 Title and Payment**

**4.1** We warrant that we have good title to the Services and will transfer such title as we have in the Services to you if we see fit.

**4.2** Unless otherwise stated in the order, payment of the price of the Services in each invoice shall become due 7 days from the date of the invoice.

**4.3** Title to the Services comprised in the order shall not pass to you until you have paid the full price, although we reserve the right to sue for the price once payment becomes due notwithstanding that title may not have passed.

**4.4** If payment is not made when due BeServed may, without prejudice to its other rights, charge interest at the rate of 3% above the base rate of HSBC Bank on any amount you fail to pay from the date when payment was due until the date of actual payment. Should BeServed refer your account to a collection agency (which may be a firm of solicitors), then BeServed will also add a referral fee to the amount owing. The current referral fee is £200+VAT. BeServed also reserves the right to continue to add late payment charges, at the increased rate of 3.9% of the outstanding balance or £30 (which ever is higher), until payment is received for the outstanding debt. Late payment charges will be levied after, as well as before any judgment if court proceedings for recovery are instituted.

## **5 Price**

**5.1** If the rate of value added tax (VAT) increases between the date of your order and the date of delivery we will add the necessary additional amount of value added tax to the price of the Services.

**5.2** If the price of the Services increases for any other reason between the date of your order and the date of delivery we will notify you of this and give you the choice of accepting the price increase or cancelling the order in which case any deposit paid by you will be refunded in full.

## **6 Force Majeure**

**6.2** BeServed has no liability under this Agreement for BeServeds negligence or otherwise. In no circumstances shall BeServed be liable for any loss of profits, revenue, business or savings you expected to make, indirect or consequential loss or data being harmed. In the event of a failure in the Services.

**6.3** For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, fire or explosions.

**6.4** Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.

**6.5** BESERVED VIRTUAL OFFICES LTD shall not be liable for any failure of performance or service for reasons beyond BESERVED VIRTUAL OFFICES LTD's reasonable control including but not limited to default or failure of a third party (including another public telecommunications operator or maintainer), government actions, failure in the supply of a third parties access line or other events of force majeure.

**6.6** Without liability, BESERVED VIRTUAL OFFICES LTD shall have the right at all times to take whatever action it deems to be appropriate to protect the BESERVED VIRTUAL OFFICES LTD Network. This shall include, without limitation, the right to interrupt or limit the Services for operational reasons or in an emergency or to protect the quality of service supplied to you or to any other BESERVED VIRTUAL OFFICES LTD customers.

**6.7** BESERVED VIRTUAL OFFICES LTD shall not be liable for any wasted costs of advertising or otherwise preparing for the use of the Services by you until the number(s) and telephony services have been actually allocated to you by BESERVED VIRTUAL OFFICES LTD in writing.

**6.8** Limitations in liability shall be limited to an amount no greater than £100 paid by the Customer to BESERVED VIRTUAL OFFICES LTD for the period of

three (3) months prior to the relevant occurrence from which such liability arose.

## **7 Termination**

**7.1** To terminate your agreement with Beserved you must give at least 30 days notice before the agreement anniversary.

**7.2** Such notice must be served by either recorded first class post to the registered address or by Electronic Mail to [customer.support@beserved.co.uk](mailto:customer.support@beserved.co.uk) .

**7.3** Upon written notice Beserved will confirm in writing of your cancellation with a Cancellation Confirmation Number (CCN).

**7.4** No such notice will be deemed valid until such time as you have received you CCN.

**7.5** Failing this your agreement will be automatically renewed for a further 12 months.

## **8 OFCOM REQUIREMENTS**

**8.1** The customer confirms that all parties within its organisation who are empowered to use and/or configure the services provided by BESERVED VIRTUAL OFFICES LTD have read, understand and will ensure the compliance of all users of the service with the rules applicable to the number ranges provided within the National Telephone Numbering Plan. Information relating to those rules and Ofcom guidance can be found at [www.ofcom.gov.uk](http://www.ofcom.gov.uk)

## **9 Complaints**

**9.1** We aim to provide a high level of service. If you do have an enquiry or complaint regarding the services provided by us please address them to:

Complaints Department  
Beserved Virtual Offices LTD  
Unit 2 The Wheelwrights  
Lower Green  
Higham  
IP28 6NL