

# Standard Terms & Conditions Barker Telecommunications Ltd

## - 1. Definitions

The following words have the following meaning:

"Act" means the Telecommunications Act 1984.

"BT" means British Telecommunications plc.

"Bartel" means Barker Telecommunications Ltd.

"Charges" means the charges payable by the Customer to Bartel in respect of the services as set out in Schedule 7.

"Customer" means a person or entity who enters into a customer contract.

"Customer Contract" means an agreement between the customer and Bartel for a service.

"Equipment" means any equipment which is supplied to the customer for the provision of the services;

"PBX" means Private Branch Exchange;

"Site" means the locations at which the Services are to be provided to the Customer.

**1.1** A reference to an Act of Parliament in the Agreement includes any amendment, replacement or re-enactment and includes any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under it and any conditions imposed by it.

### - **2. Appointment and Term**

**2.1** This agreement shall commence on the date hereof and will continue thereafter until the expiry of the Period and thereafter unless it is terminated as per clause 8.

### - **3. Service Preconditions**

**3.1** Customer will not interfere with or modify any Equipment and will not remove or alter an identification mark on the Equipment showing that it is owned by BarTel; and

**3.2** When the ownership of the Equipment is relevant, the Customer will make clear to third parties that the equipment is BarTel's property; and

**3.3** The Customer is responsible at all time for ensuring the safe use and safe custody of the equipment whilst it is in the Customer's custody, including procuring and maintain an

appropriate insurance policy; and

**3.4** The Customer shall not attempt to let, sell, charge or otherwise deal with the equipment,

**3.5** The Customer must allow engineering access to their company premises, should BarTel deem it necessary to ensure calls are carried over our service within 14 days of a request. Failure to do so will be treated as a breach hence termination charges detailed in Clause **8.3** will apply.

#### - **4. Changes to the Network or Services**

BarTel may at any time change the BarTel Network or service:

**4.1** If it needs to do so to comply with any applicable safety or other statutory requirements; or

**4.2** Where the change does not materially detract from the quality or performance of the Services.

#### - **5. Suspension of Services**

**5.1** BarTel may, without terminating this agreement, immediately suspend part or all of the Services until further notice if:

**5.1.1** Bartel is obliged to comply with an order, instruction or request of Government, an emergency services organization, or other competent administrative authority (including Oftel and ICSTIS). BarTel will give the Customer the maximum period of notice reasonably practicable in the circumstances if it needs to suspend the Services for this reason; or

**5.1.2** BarTel suspects fraudulent use of the Services.

**5.1.3** Customer fails to pay under agreed terms as per **7.1**

**5.1.4** The customer must pay the company for services via direct debit payment method as per payment terms due to this agreement under section 7.

**5.1.5** Services will be suspended if the customer cancels a Direct Debit mandate or fails to pay within the agreed term. The suspension will last for 7 (seven) working days upon which all lines and services will be terminated as per section 8.

## **- 6. Provisions relating to Services**

**6.1** The customer will be responsible for ensuring that the Services are not used for sending of any defamatory, offensive or abusive or obscene, or menacing material or in a manner which infringes the rights of any person (including rights of copyright or confidentiality) and if BarTel incurs any liability to any person or expense in any way connected with any such use then the customer will promptly reimburse such amounts to BarTel.

**6.2** BarTel recommend that the customer includes telephone system related applications as part of their security policy and seek insurance against such acts. BarTel will not be liable for any costs incurred due to fraud of any kind.

### - 7. Charges and Payment

**7.1** The customer must pay BarTel the Charges for the Services by the thirtieth day after the date of the invoice. If the Customer fails to make any payment within 30 days of the date of the date of invoice BarTel may require the Customer to pay all sums due under this Agreement on demand.

**7.2** All sums due to BarTel under this Agreement are exclusive of Value Added Tax and any other applicable taxes which may from time to time be introduced, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply and must be paid by the Customer.

**7.3** The amount of Charges due to Customer shall be by reference to data recorded or logged by BarTel and no data recorded or logged by the Customer.

**7.4** If the Customer wishes to dispute any invoice the following provisions apply:

**7.4.1** The Customer must contact the helpline in writing or by telephone within 14 days of the date of invoice. The customer must pay any undisputed amount by the due date;

**7.4.2** BarTel will use its reasonable endeavours to resolve any dispute about a genuine grievance within 60 days of the Customer contracting the helpline;

**7.4.3** If the dispute is resolved in the Customers favour, BarTel will accept any payment of a lesser amount as agreed and give credit to the Customer in it's next invoice;

**7.4.4** If the dispute is resolved in BarTel's favour, the customer must pay any amount it has withheld within seven working days and BarTel may require the customer to pay any fees or expenses reasonably incurred by BarTel in collecting, or attempting to collect, any charges

owed by the Customer.

**7.4.5** BarTel may at any time vary the charges by:

**7.4.6** Decreasing the charges without notice, but will notify the Customer of any decrease as soon as reasonably practicable after it becomes effective.

## - 8. Termination

**8.1** To terminate your agreement with BarTel, you must give written notice of at least 30 days before the agreement anniversary. Such notice must be served by recorded first class post to the registered address of BarTel on letterhead or from a recognised email address. Upon receipt of written notice BarTel will provide you with a unique Advanced Termination Reference Number (ATRN). No notice will be deemed valid until such time as you have received your unique (ATRN) from BarTel. Failing this your agreement will be renewed automatically for an additional term, being the term of the original agreement as stated on the most recent contract. If notice is not given charges will be raised for the 30 day period as calculated in section **8.3**

**8.2** BarTel may suspend service where it could terminate this agreement or when the customer has failed to pay any amount due, or it reasonably believes that the customer will fail to pay any amount due and any such suspension will be without prejudice to the right to terminate. See Clause **5.1.5**.

**8.3** In the event of the agreement being terminated pursuant to clause 8.1 then the customer shall pay to BarTel a termination fee in the sum equal to the following: an administration fee of £250.00 plus the total amount that would have been payable in respect of line rental for the remaining period of the supply period had the supply period not been terminated early because of the customers breach or insolvency, plus thirty percent of the customers estimated monthly expenditure for each of the remaining months of the supply period, that would have occurred had the supply period not been terminated early because of the customer's breach or insolvency. (if the customer fails to enter on to the services of BarTel this will be calculated at

£100.00 per month for the agreed contract term) The customer agrees that the termination fee, as calculated herein represents a fair and reasonable estimate of the losses, expenses and costs which BarTel would suffer in the event of this agreement being terminated pursuant to clause **8.1**

### - **9. Limitations of Liability**

**9.1** Neither party is liable to the other party except as expressly set out in this agreement, and has no other obligation or liability whatsoever in contract, tort or otherwise to other party.

**9.1.2** Nothing in this Agreement excludes or restricts either party's liability;

**9.1.3** For death or personal injury resulting from that party's negligence or its employee's negligence while acting in the course of their employment; or

**9.1.4** Arising from any defect in equipment if and to the extent that party is liable under Part 1 of the Consumer Protection Act 1987 or any safety regulations made under it; or

**9.1.5** Arising from a breach by that party of its statutory duty under section 41(1) of the Consumer Protection Act 1987, not to contravene any obligation contained in the safety regulations made under section 11 of the Consumer Protection Act 1987.

**9.2** Without prejudice to the Consumer's obligations to pay BarTel the charges, neither party will be liable to the other under this Agreement in contract, tort (including negligence) or otherwise for any loss of revenue, business contracts, anticipated savings, or profits.

**9.3** Neither party will be liable to the other for any failure to comply with its obligations under this agreement to the extent that this liability arises as a result of the failure by the other party to fulfill its obligations under this agreement.

**9.4** The customer indemnifies BarTel and will keep BarTel fully and effectively indemnified against all and any losses, claims, damages, costs charges, expenses and other liabilities which may be brought or established against it by any person and which in any case arise out of or in relation to or by reason of:

**9.4.1** Any breach by the customer of its obligations under this agreement; or

**9.4.2** The negligence, recklessness or wilful misconduct of the customer in the performance of its obligations

**9.4.3** The provisions of this Clause continue to apply despite the termination or expiry of this agreement.

## - **10. Force Majeure**

**10.1** Neither party shall be obliged to carry out any obligation under this agreement where performance of such obligation is prevented due to any causes beyond that party's reasonable control, including, but not limited to, failure or shortage of power supplies, labour shortage or labour disputes, the order, instruction, request, act or omission of Government, an emergency services organisation, other telecommunications operators or administrations or other competent authority, legal or statutory obligations, the obstruction by a third party of line of sight between microwave installations, or difficulty, delay or failure in manufacture, production or supply by third parties of either equipment or services or both resulting from the same or a similar type of force majeure cause.



- **11. Information and Confidentiality**

**11.1** The provisions of this Clause do not apply to any confidential information which:

**11.1.2** Is in or enters the public domain other than by breach of the agreement; or

**11.1.3** Is obtained from a third party who is lawfully authorised to disclose such information; or

**11.1.4** Is authorised in writing by BarTel for release.

**11.2** Nothing in this Clause prevents the Customer from disclosing confidential information where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit proceeding or claim or otherwise by applicable law.

**11.3** Both parties must comply with Data Protection Act 1998 when dealing with information given to the other party under this agreement.

**11.4** The provisions of this clause survive the termination or expiry of this agreement.

- **12. Notices**

**12.1.1** Notices under this agreement (other than contacting the helpline under clause 12.3) must be in writing and shall be hand delivered or sent by first class prepaid post or facsimile transmission to the recipient's address specified on the first page as varied by notice in writing

from time to time.

**12.2** A notice given in accordance with clause 12.1.1 is taken to be received, in the absence of evidence of earlier receipt;

**12.2.1** If hand delivered, on delivery

**12.2.2** If sent by first class prepaid post, three days after the date of posting; and

**12.3** The customer will contact the helpline in writing, by telephone, fax or by E-mail if it wishes to dispute any invoice under clause 7 or it has any operational queries that are not a notification under this agreement.

### - **13. Change to the Agreement**

**13.1** Notwithstanding any other provision of this agreement, BarTel may vary the agreement at any time by notice in writing to the customer if it needs to do so to comply with any law or statutory obligation and will use its reasonable endeavours to ensure that any change to the agreement does not result in any deterioration in the service.

### - **14. General**

**14.1** The parties to this agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**14.2** Failure by either party to enforce any of its rights under this agreement is not to be taken as or deemed to be a waiver of that right unless the waiving party acknowledges the waiver in writing.

**14.3** Part or all of any clause of this agreement that is unenforceable or illegal will be served from this agreement and will not affect the enforceable of the remaining provisions of this agreement.

**14.4** This agreement sets out the entire agreement between the parties in relation to the services.

**14.5** This agreement is governed by the law of England and Wales, and the parties agree to submit disputes in connection with this agreement to the exclusive jurisdiction of the courts of England and Wales.

## - 15. GDPR - TERMS AND CONDITIONS

### **Important Information**

This Privacy Notice aims to give you information on how we collect and process your personal data using this website, including any data you may provide through this website when you purchase a product or otherwise interact with us.

This website is not intended for children and we do not knowingly collect data relating to children.

### **Who we are**

Barker Telecommunications Limited is a company registered in England and Wales (company

number 3619397) with a registered office at Eagle Street, Bury New Road Bolton BL2 2BU.

When you use our services, you'll share some information with us. We want to be upfront about the information we collect, how we use it, who we share it with and the choices we give you to control, access and update your information. For the purposes of data protection legislation, we are the data controller of your personal data.

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this Privacy Notice. If you have any comments, questions or requests regarding this privacy policy please address to P Barker, Barker Telecommunications Limited or email us at: [phil@ebsbarkergroup.co.uk](mailto:phil@ebsbarkergroup.co.uk)

### **The personal information we collect and use**

#### Information collected by us

If you have registered with us, or ordered items from us, we will have your email address, telephone number, postal address and the method you chose to make your purchase with. We also collect information about how you use our services, such as the types of content you view or engage with or the frequency and duration of your activities.

Device information: We may also collect information about your device each time you use a site. If you have an account with us, we may collect information from or about the computers, phones or other devices where you log into our services. We may associate the information we collect from your different devices, which helps us provide consistent services across your devices. Here are some examples of the device information that we collect:

- Attributes such as the operating system and hardware version.
- Browser type and IP address

Log information: We also collect log information when you use our website. That information includes, among other things:

- Details about how you've engaged with us.
- Device information, such as web browser type and language.
- Access times.
- Pages viewed.
- IP address.
- Identifiers associated with cookies or other technologies that may uniquely identify your device or browser.
- Pages you visit before or after navigating to our website.

Who we share your personal information with

We share your data with the following categories of companies as an essential part of being able to provide our services to you:

- Companies that get your order to you, such as payment service providers, warehouses, order packers, and delivery companies
- Credit reference agencies, law enforcement and fraud prevention agencies, so we can help tackle fraud

We will not share your personal information with any other third party.

How long your personal information will be kept

We will hold on to your information for as long as you have your account, or as long as is needed to be able to provide the services to you, or for as long as is necessary to provide support-related reporting and trend analysis only.

If reasonably necessary or required to meet legal or regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce our terms and conditions, we may also keep hold of some of your information as required, even after you have closed your account or it is no longer needed to provide the services to you.

**Job applicants, current and former employees**

All the information you provide will only be used for progressing your application, or to fulfil legal or regulatory requirements if necessary.

We will not share any of the information you provide during the recruitment process with any third parties for marketing purposes. The information you provide will be held securely by us and/or our data processors whether the information is in electronic or physical format.

We will use the contact details you provide to us to contact you to progress your application. We will use the other information you provide to assess your suitability for the role you have applied for.

How long your personal information will be kept

We do not collect more information than we need to fulfil our stated purposes and will not retain it for longer than is necessary. Therefore, if you unsuccessfully apply for a role with us, we will delete your personal information once we have communicated this to you. There may be circumstances in which we will retain your data for a future opportunity and if this is the case, we will seek your express consent beforehand.

The information we ask for is used to assess your suitability for employment. You don't have to provide what we ask for but it might affect your application if you don't.

If we make you a conditional offer of employment we will ask you for information so that we can carry out pre-employment checks. You must successfully complete pre-employment checks to progress to a final offer. We are required to confirm the identity of our employees, their right to work in the United Kingdom and seek assurances as to their trustworthiness, integrity and reliability.

We therefore use your information in several different ways. The table below set this out in detail, showing what we do, and why we do it.

**Category of personal data** ..... Purpose.....  
..... Legal basis

**Name and contact details** ..... Application  
process..... Performance of contract

**Contact to progress** .....  
Application..... Performance of contract

**Previous employment** ..... Assess  
suitability..... Performance of contract

**Gender, Nationality** ..... Equal  
opportunity..... Legal obligation

**Passport/Visa** ..... Confirm ID and right to work  
..... Legal obligation

**Health/Disability** ..... To make any required  
adjustments..... Consent

Establish fitness ..... Legal obligation

Provide health & safety

first aid assistance,

emergency evacuation,

hazard risk assessment,

accident monitoring ..... Vital interests

**Criminal record relating to unspent convictions** ..... Assess suitability  
..... Consent

**Performance details** ..... Maintain staff records  
..... Performance of a contract

**Emergency contact details** ..... In case of emergency to contact next  
of kin..... Vital interests

**Banking information** ..... Payroll purposes  
..... Performance of a contract

**National insurance number and tax information** ..... Ensure national insurance  
contributions and tax

contributions are properly recorded ..... Performance of a contract



**Pension details** ..... Payroll purposes  
..... Performance of a contract

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