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## Introduction

The ITVET phone service Terms & Conditions apply to new and existing The ITVET phone service customers and are effective from 29th September 2009.

Although you may have read some information about The ITVET phone service alongside your application, or received certain information over the telephone, you should read these Service Terms & Conditions carefully, because they contain important information about your legal rights and obligations.

Any words written with the first letter in capitals, like Line Rental, Calls or Contract, have the meaning given to them in paragraph 17 at the end of this document. You can contact Customer Services by telephoning 0333 241 9242, by writing to ITVET Limited 93 London Road, Bishops Stortford, CM23 3DT or by emailing [servicedesk@itvet.co.uk](mailto:servicedesk@itvet.co.uk)

**1. What is The ITVET phone service ?**

ITVET phone is a service which lets you subscribe for Line Rental and make Calls and get one bill from us for both.

**2. When your Contract with us begins**

2.1 By entering into this Contract with us you promise that you are at least 18 years old, are a UK resident, or a UK citizen acting with authority for a UK registered business, have a UK bank account and that you have the right and ability to enter into this Contract.

2.2 Moving your account to us means that any discounts you had with a previous provider will stop.

**3. 'Cooling-off' period - your right to change your mind**

If you change your mind after you have requested The ITVET phone service, you can tell us that you would like to cancel and you will not incur any costs or penalties. Please let us know you wish to cancel at any time before you Go Live with The ITVET phone service by calling, emailing, faxing or writing to Customer Services (please see our Contact Us details) Your "Go Live" Date will be the commencement date of this contract. Once you Go Live with ITVET to make or receive a Call, your cancellation right under paragraph 3 ends, but you can still end your Contract under paragraph 5.

**4. Changes to your Contract**

We can change this Contract (including our Charges) at any time. We will notify you of any changes by placing a notice on your bill. The changes will apply to your use of The ITVET phone service 14 days after we give you notice. If you do not agree with the changed Contract, you should cancel your Contract under paragraph 5. If you continue to use phone service after the date on which the change comes into effect, your use of The ITVET phone service indicates you agree to the changed Contract.

**5. Your Contract**

5.1 Your contract is for a period of 18 months, and may not be cancelled without incurring a penalty charge prior to the end of the initial contracted term. At the end of the primary contracted term, unless we receive a written cancellation from you giving at least 90 days' notice, your contract will automatically roll over for an additional 12 months' term, and will continue to do so on the anniversary of each 12 month period. However, if you are leaving us to go to another telephone company, we will consider that you have given notice as soon as we receive notice from your new provider. In other words, your 90 days' notice will commence once we receive notification from your new provider. We will confirm that we have received your request to end your Contract and that The ITVET phone service will no longer be available to you once your service has been switched to your new provider. Please note that once you have requested your service to be moved to another provider, ITVET will have no control over when your service will be moved to the new provider, and should your service move to the new provider prior to the end of the 90 days' notice, you will still be charged rental to the end of the 90 day notice period.

5.2 If you subscribe to Line Rental, your Contract will be for a Minimum Term of 18 months. If you end your Contract before the end of the Minimum Term, then you will incur a charge for ending it early.

5.3 We may end our Contract with you at any time by writing to you and giving you 90 days' notice. We may also end our Contract with you immediately if: (a) you do not pay a bill on time, (b) you break an important term of your Contract with us (for example, you do not comply with paragraph 9), (c) you break any other term of your Contract with us and do not put it right within 7 days of us asking you to, (d) you fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your Account(s), (e) you give us information about yourself which we reasonably believe to be false or misleading, (f) you are the subject of bankruptcy or insolvency proceedings, or if you do not make a payment under a judgment of a Court on time, or you make an arrangement with your creditors or a receiver or administrator is appointed over any of your assets, or you go into liquidation, or (g) we are no longer able to provide The ITVET phone service to you despite making all reasonable efforts to do so.

5.4 If you end your Contract with us your use of The ITVET phone service will end within 14 days of us receiving your request with details of your new provider. Both of us must continue complying with this Contract (in particular, payment of Charges) until we stop providing The ITVET phone service to you. The end of this Contract, for whatever reason, shall not affect either of our rights or liabilities.

6 Use of personal information - including credit reference and fraud prevention agencies

6.1 If you change your name, address, telephone number or bank details you must let us know.

6.2 We will use your details, the information relating to the provision of The ITVET phone service, and other information about you available to us ("your information") to identify you and consider your application, provide you with The ITVET phone service, conduct research on your use of The ITVET phone service to help us make informed business decisions, and inform you of ITVET group offers and services (if you would prefer us not to inform you of offers and services, please let us know).

6.3 We will search your record at a credit reference agency who will supply us with credit information, as well as information from the Electoral Register. The agency will record details of the search whether or not your application proceeds. We will use a credit scoring or other automated decision-making system when assessing your application and to verify your identity.

6.8 We may monitor and record Calls made to or by Customer Services for training purposes and to improve the services we offer you.

6.9 We will pass your information to other members of the ITVET group, any successors in title to our business and suppliers that process data on our behalf. We may also use and disclose information in aggregate (so that no individual customer is identified) for marketing and strategic development purposes. We will not pass your information to anyone else.

## **6. The ITVET phone service**

7.1 We use our reasonable endeavours to make The ITVET phone service available to you on the "Go Live" Date. If we cannot do so, we will keep you updated.

7.2 When we provide you with The ITVET phone service, we will use the reasonable skill and care of a competent service provider, but we cannot guarantee that The ITVET phone service will always be fault-free. The ITVET phone service is dependent on BT infrastructure and other Network Operators and can be affected by things that we cannot control.

## **7. Suspending your use of The ITVET phone service**

8.1 We may suspend The ITVET phone service immediately: (a) if we need to carry out repairs, maintenance or the introduction of new aspects to The ITVET phone service (and we will try to restore The ITVET phone service as soon as we can), (b) if we are told to by the Government, the emergency services or any other competent or lawful authority, (c) to protect you under paragraph 8.2, or (d) if any of the circumstances in paragraph 5.3 occurs.

8.3 If your use of the ITVET home phone is suspended for any reason, you can still make Calls to the operator and emergency services.

## **8. Your use of The ITVET phone service**

9.1 You must use The ITVET phone service in accordance with your Contract with us and any other reasonable instructions we, or any other Network Operator give you. The ITVET phone service may not be available to a small number of customers in unusual circumstances. We will tell you if these apply to you.

9.2 We cannot disclose information about your account to anyone until we are satisfied as to their identity, and they have correctly quoted the Password to us.

9.4 You will have to pay any call-out or other charges you incur (whether from us, or any other Network Operator). You must also follow any instructions given to you about The ITVET phone service or any equipment, including taking reasonable care of the equipment.

9.5 You may not, nor allow anyone else to, use The ITVET phone service (whether connected to a telephone or a computer): (a) for any unlawful purpose, (b) to make a Call which is, or is intended to be, malicious, fraudulent or hoax (including to the emergency services), (c) to breach the rights of any third party (for example, copyright), or (d) in any way which may damage or affect the operation or quality of The ITVET phone service, the Internet or any other telecommunications system. If you do not comply with any provision of this paragraph, you will compensate us for all liabilities, claims, damages, losses and costs (including legal costs) which we may suffer as a result.

## **9. Charges**

10.1 The Charges for Line Rental (and any features and subscription charges) and Calls are listed in the Price List.

10.2 To work out the cost of each Call, we do the following: (a) Work out the day, time, and type of call to identify the right call rate (we have different rates of charging depending on the time of day and the day of the week - see the Price List for further details); (b) Multiply the call rate by the duration of your call, rounded up to the next whole minute; (c) Round the cost, to the nearest tenth of a penny (i.e. 0.1p); (d) Add the VAT at the current percentage rate

10.3 We will send you your first bill soon after your Go Live Date. We will normally send you bills monthly, but we may send you a bill at any time. and you are responsible for the payment of all the Charges that appear on your bill. We will send the bill to the address you have provided to us (if you would like the bill sent to a different address, please Contact Us). Your bill will be itemised sufficiently so that you can check the accuracy of your bill.

10.4 You must pay for your Charges by Direct Debit unless given permission by ITVET to pay on invoice, which is set up when you apply for the Service. The Direct debit guarantee is offered by all banks and building societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own bank or building society. If the amounts to be paid or the payment dates change, we will notify you 6 working days in advance of your account being debited or as otherwise agreed. If an error is made by ITVET home phone or by your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a Direct Debit at any time by writing to your bank or building society. Please also send a copy of your letter to us.

10.7 If we suspend The ITVET phone service because you are in breach of your Contract with us, but we agree to resume your use of ITVET home phone, you may have to pay a reconnection charge.

10.8 You must pay the Charges for any use of The ITVET phone service (whether you make the Calls or someone else does) as soon as the invoice/bill becomes due for payment. If you do not pay your invoice/bill within our usual payment terms we may suspend your service, we may also charge you an administration fee. If we cannot send you a bill, or you do not receive a bill, this does not mean that your use of The ITVET phone service is free. We will include all outstanding Charges on the next bill we send you. You can only pay your bill in pounds sterling (£). If you pay your bill in a foreign currency or your bank refuses to make payment, we may charge you for the bank and administration costs we incur.

10.10 If you do not maintain your direct debit payments, you must pay by another method. We may contact you for your credit card details if you fail to make payments by direct debit. If direct debit payments continue to fail on a regular basis, we may cancel your Contract.

## **10. Credit Limit & Security Pre-Payment**

11.1 Sometimes we may apply a Credit Limit to your Account(s) or ask you for a Security Pre-payment.

11.2 We may apply a Credit Limit to your Account(s) if you have failed in the past to pay by direct debit or have a history of late payment, you request it to help manage your expenses or it is otherwise reasonable for us to do so. If you exceed your Credit Limit we will contact you to let you know, and we may (but do not have to) demand immediate payment of the Charges and/or suspend your Account(s).

11.3 We may ask you to pay a Security Pre-payment at any time if you do not meet our credit criteria or if it is otherwise reasonable for us to do so, if we have incurred a loss because of your failure to comply with this Contract.

11.4 The Security Pre-payment will be credited to your Account and will be used to cover the Charges you incur using The ITVET phone service. When this amount has been used we will ask for another Security Pre-Payment, or a bar will be set up on these Calls.

11.5 If we decide you no longer need to provide a Security Pre-payment or be restricted by a Credit Limit, we will tell you.

## **11. Our responsibilities to you**

13.1 We do not exclude or restrict our liability for: (a) death or personal injury caused by our negligence (or our agent's negligence), (b) fraud, or (c) any of our liabilities that cannot by law be restricted.

## **12. BT and other events beyond our control**

14.1 Although we provide you with the telephone service, BT is still responsible for the maintenance and upkeep of the physical cabling to your premises, and BT operates your telephone exchange. Because of this, there may be times when BT makes your telephone line unavailable. Unfortunately, this is beyond our control and there is nothing we can do to prevent this.

14.2 We shall not be responsible for any delay or failure to provide The ITVET phone service for reasons beyond our reasonable control, for example fire, explosion, lightning, storm, tempest, flood, earthquakes, riot and civil commotion, failure by a utility company, local authority or other such body, any failure or shortage of fuel or transport, war, civil war, armed conflict or terrorism, or nuclear, chemical or biological contamination, or any blockade or embargo, or any official or unofficial strike or other dispute.

### **13. Miscellaneous**

15.1 You may not transfer any of your rights or responsibilities under your Contract with us to anyone else without obtaining our consent. We can transfer all or any part of our Contract with you at any time provided the service you receive is not significantly reduced.

15.2 If at any time we do not require you to comply with any part of your Contract with us, this does not prevent us from asking you to at a later time.

15.3 If any part of your Contract with us is found to be invalid by any Court or other regulatory or competent body, the invalidity will not affect the rest of the Contract, which shall remain in force.

15.4 Any notices or communications that you send to us must be sent to ITVET, ITVET Corner 2-4 London Road Bishops Stortford CM23 5ND. Any notices or communications that we send to you must be sent to the address (or email address) you have asked us to send your bills to. All notices or other communications will be deemed to have been received 48 hours after posting.

15.5 A person who is not a party to your Contract with us has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any part of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15.6 English law applies to your Contract with us, and any disputes about this Contract will be decided exclusively in the English courts.

### **14. Complaints**

16.1 We want to give you a great service. However, if you are unhappy with any aspect of our service then please Contact Us. If you are still not happy, please ask to speak to a manager. If you would like to write to us with your complaint, please write to ITVET Limited, ITVET House, 93 London Road Bishops Stortford CM23 3DT

16.2 If you remain unhappy or you think that we have not dealt with your complaint satisfactorily, you can refer your complaint to Ofcom (Ofcom Contact Centre, Riverside House, 2a Southwark Bridge Road, London, SE1 9HA. Phone: 0845 456 3000. Fax: 020 7981 3333. [www.ofcom.org.uk](http://www.ofcom.org.uk)), the regulator for the telecom industry.

16.3 Before you contact Ofcom please make sure you have details of why you are still unhappy with the answer given by the ITVET.