

Terms and Conditions

Definitions

Act means the Telecommunications Act 1984 and includes any amendments to the Act that may be made from time to time.

Paragon means Paragon Telecommunications Ltd

Customer means the person, partnership or company using these services.

Service means the service or services requested by the Customer and to be provided to the Customer by Paragon

Agreement means this agreement entered into by and between Paragon and the Customer and is subject to both the terms set out online and those herein.

1) Duration

This Agreement shall come into full force and effect from the date of acceptance by Paragon as indicated overleaf and shall continue for a minimum period of twelve months whereupon it will then continue unless terminated by either party giving the other not less than one month prior written notice or unless terminated by Paragon subject to Section 9 of this Agreement.

2) Use of Service

2.1) Paragon shall provide the Service to the Customer subject to the Agreement and subject to availability and shall exercise all due care in the provision and maintenance of the Service to provide high quality and reliability.

2.2) All information relating to the Customer collected by Paragon in the course of providing the Service shall remain confidential between the Customer and Paragon subject only to the permitted uses of that information under the Agreement or as may be required under the Act or any other regulations relating to the Service and except that Paragon at its sole discretion may use data about use of the Service by the Customer as part of any report or publication without revealing the identity of the Customer.

2.3) The Customer undertakes to use the Service in accordance with the conditions set out herein and such variations as may be notified in writing from time to time to the Customer by Paragon and in accordance with the Act or any other regulations relating to the Service.

2.4) The Customer shall indemnify and hold harmless Paragon against all liabilities, claims, losses, damages or expenses arising directly or indirectly or in any way associated with any use of the Service by the Customer or provision of the Service by Paragon.

2.5) The Customer shall not use or allow use of the Service in any manner or for any purpose unlawful or offensive.

2.6) The Customer shall notify Paragon immediately upon becoming aware of any failure or malfunction in the Service.

2.7) Paragon shall correct any failure or malfunction in the Service as soon as is reasonably practicable.

2.8) The customer recognises that the service is not guaranteed to be "continuous" and that there may be periods of time when the service is unavailable for operational or other reasons.

3) Provision of Information

3.1) The Customer undertakes to provide to Paragon free of charge and in full co-operation any information reasonably required by Paragon in order to fulfil its obligations under the Agreement.

3.2) Paragon shall at its sole discretion use this information for any credit reference or debt collection purpose including disclosure to and use by its agent or agents acting on its behalf.

4). Prices

The rental prices in this agreement shall not change during the first twelve months of this agreement after which time they may be changed subject to thirty days notice in writing being provided to the customer. Call charges are changing frequently, whereas the general trend is that they are decreasing, this cannot be guaranteed and they may change at any time without notice.

5). Acceptance by Paragon

5.1). A pre-requisite of acceptance of this agreement by Paragon is that the customer supplies a complete copy of their latest telephone bill to Paragon.

6) Liability & Compensation

6.1). If the service provided by Paragon is not available for any reason for a continuous period in excess of forty eight hours and a customer makes a request by telephone and confirms it in writing to Paragon during the period in which the service is unavailable, the customer shall be paid compensation in the amount of double the amount of rent which the customer has paid for the period when the service is unavailable.

6.2). Under no circumstances shall the amount paid in compensation exceed the amount paid in rent by the customer. Paragon shall have no liability whatsoever to the Customer in contract, tort or otherwise, including any liability due to negligence for loss of goodwill, revenue, anticipated savings, profit or for any direct, indirect or consequential financial loss howsoever arising.

7) Payment

7.1) The Customer shall pay for use of the Service according to Paragon's tariff as amended from time to time.

7.2) Usage charges payable by the Customer shall be calculated by Paragon according to data recorded by Paragon.

7.3) Paragon shall invoice the Customer monthly in arrears for use of the Service and for any standing charges as indicated overleaf but the Customer is required to maintain the account in credit at all times.

7.4) Where the Customer pays by Credit Card they will receive at least seven days notice in writing of the amount to be taken. Any sums owed by the Customer outside these payment terms shall attract interest at the rate of 5% per annum above the Barclays Bank Lending Rate.

7.5) Statements for call revenues must be invoiced within 60 days of the statement date to receive an out-payment. If an invoice, addressed to Paragon Telecommunications Ltd, for the amount accrued to your credit is not received within 60 days, then the amount held for your credit will be considered waived, and will be deemed no longer payable to you.

7.6) All sums due to Paragon under the terms of the Agreement are exclusive of Value Added Tax and/or any other taxes applicable at the appropriate rate, such taxes to be paid by the customer.

8) Suspension of Service

8.1) In the event that the Customer is in breach of the Agreement, provision of the Service to the Customer may be suspended forthwith by Paragon upon notification to the client orally followed by written notification without liability to the Customer and until further notice.

8.2) Suspension of the Service will entitle Paragon to payment on demand of all amounts owed by the Customer under the Agreement whether already invoiced or not.

8.3) The Customer shall pay Paragon all reasonable costs associated with such suspension of th

9) Termination

9.1) Without prejudice to their rights under the Agreement expressed or implied the Customer or Paragon shall have the right to terminate the Agreement in the event that the other party is in default either in observation of or in performance of its obligations under the Agreement and in the case of rectifiable default fails to rectify the default within a reasonable time specified by the non-defaulting party in writing.

9.2) Without prejudice to their rights under the Agreement expressed or implied Paragon may terminate the Agreement in the event that a liquidator, trustee in bankruptcy, receiver or administrator is appointed in respect of the assets and/or business of the Customer or if the Customer is deemed insolvent according to the Insolvency Act 1986, or if any licence under which the Customer operates its business is revoked, amended or ceases to be valid.

9.3) Without prejudice to their rights under the Agreement expressed or implied Paragon may terminate the Agreement in the event that its licence under the Act is revoked.

10) Assignment

Paragon shall have the right to assign, delegate or otherwise deal with their rights under the Agreement in part or in whole. The Customer shall not have the right to assign, delegate or otherwise deal with their rights under the Agreement in part or in whole.

11) Entire Agreement

The Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all prior agreements, representations or understandings by either party whether oral or written.

12) No Waiver

Failure by either party to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

13) Notices

Any notice, invoice or other document which may be given under the Agreement shall be deemed to have been duly given if sent by post or email to the address shown on the application form.

14) Force Majeure

Neither party shall be held to be in breach of its obligations under the Agreement, save for obligations to make payments under the Agreement, to the other party for any loss or damage which may be suffered by the other party due to any cause beyond the reasonable control of the first party including but not limited to any act of God inclement weather failure or shortage of power supplies flood drought lightning or fire, strike, lock-out, trade dispute or labour disturbance, act or omission of Government authorities other telecommunications providers, war, military operations or riot.

15) Governing Law

The Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.

Name

Signature

Date