Voice IP Comms
Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY SET OUT THE AGREEMENT BETWEEN YOU AND VOICE IP AND YOUR RIGHTS AND OBLIGATIONS. IN PARTICULAR, YOUR ATTENTION IS DRAWN TO CLAUSES 4.1, 4.5, 6.2, 6.9, 6.20, 8, 10, 11.9, 11.10, 14, 15 AND 16.

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1 Definitions in this agreement:

“Act”
means the Communications Act 2003 and any amendments to the Act from time to time or any subsequent substitution thereof.

” Airtime Service Provider”
means a third-party supplying airtime service to the Customer.

“Change of Control”
means in relation to the Customer where there is a material change in the exercise, control or holding of the voting shares (unless this is due to an internal group reorganisation).

“Voice IP”
means Voice IP Comms Limited whose registered office is at 4 Allum Brook Barns, London Road, Holmes Chapel, CW4 8AX (registered number 06013601)

“Commencement Date”
Means the date on which the Customer accepts the Agreement, whether by signing, electronic acceptance, telephone order or other agreed method.

“Connection Date”
Means the date on which the relevant Service is first activated, connected or made available for use by the Customer. Where more than one Service is ordered, each Service may have its own Connection Date and Minimum Term, as specified in the relevant Order.

“Consumer”
means an individual acting for purposes wholly or mainly outside that individual’s trade, business, craft or profession. Business Customers with 10 employees or fewer are dealt with separately under clauses 4.8, 12 and 13.

“Credit Limit”
means the monthly amount (if any) of Charge which Voice IP has determined cannot be exceeded by the Customer.

“Customer”
means the person so named on the agreement. Voice IP reserves the right to deal with anyone reasonably appearing to Voice IP to be acting with the Customer’s authority or permission.

“Direct Debit”
means any request(s) for any payment or series of payments by bank direct debit payment method.

“Early Termination Charges”
means any compensatory charges payable by the Customer to Voice IP on termination of this Agreement in whole or part, as set out in the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one-off charges and/or Installation Charges, and an average of the Usage Charges invoiced by the Voice IP over the previous six months multiplied by the remaining months of the Minimum Term. Your account must be paid up to date before you can request to end your contract

“Equipment”
means any equipment or product (including for the avoidance of doubt mobile telephones) supplied by Voice IP or any third party on behalf of Voice IP to the Customer.

“Minimum Call Spend”
means the level of spend which the Customer has committed to over the Minimum Term as set out in this agreement.

“Order”
means any quotation, order form, service schedule or other written or electronically accepted document agreed between the Customer and Voice IP specifying the Equipment, Services, charges, term or other service requirements.

“Minimum Term”
means the minimum contractual commitment for each Service, starting on its Connection Date, as specified in the relevant Order. For businesses with more than 10 employees, the agreed Minimum Term may be up to 60 months. For individual Consumers and business Customers with 10 employees or fewer, the initial Minimum Term shall not exceed 24 months, in accordance with clause 4.8.

“Mobile Services”
means the provision of services in relation to mobile telephony.

“Rebate”
means where any Services (if any) comprise or include services where an amount is paid by Voice IP to the Customer by way of a return on what has already been paid (“Rebate Service” shall be construed accordingly).

“Service Credit”
means the amounts payable (if any) by Voice IP to the Customer in accordance with clause 3.3.

“Service Failure”
means any failure, error or defect in the provision of the Service(s) by Voice IP but excludes failures, errors or defects arising from, caused or contributed to by the Customer’s acts and/or omissions or third parties including, but not limited to, any third party operator of the communications services or equipment or anything that arises as a result of something beyond Voice IP reasonable control.

“Service Level”
means the standard of performance (if any) in relation to a Service(s)

“Services”
means any products, equipment, installation, subscription or services supplied by Voice IP to the Customer under this Agreement, including but not limited to: business telecommunications, hosted and on-premises telephone systems, SIP services and mobile communications; broadband, leased lines, internet connectivity and associated network services; CCTV equipment, installation, recording systems and associated technology; Voice IP Cloud CCTV recording, backup, storage and remote-access services; electronic door access control systems, including key fobs, facial recognition readers, electronic locks, maglocks and emergency release devices; and any related software, licences, configuration, support or other services expressly agreed in the Customer’s quotation or order.
Where maintenance services are supplied under a separate written Maintenance Agreement, that agreement shall govern the scope, terms and conditions of those maintenance services.

“Waived Rights”
means only those specific regulatory rights that an eligible business customer may expressly agree to waive where permitted by law. No waiver is implied by this agreement.

2 The Services and Equipment

What Services Voice IP Provide

2.1 Save as provided in these terms and conditions Voice IP shall provide the Customer with such Services and Equipment as are requested by the Customer and any use of the Services or payment for the Services is deemed acceptance of these terms and conditions.

In respect of fraud monitor, line assurance and other services the additional terms and conditions set out on our website shall be deemed to be incorporated herein. Voice IP shall only become liable to supply Services to the Customer once satisfactory responses to credit checks and criminal bureau checks have been received by Voice IP and (where appropriate) any airtime service provider. Voice IP will monitor and record information relating to a customer's trade performance and such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.

2.2 The Customer shall be responsible for the safe keeping and safe and proper use of the Services and any related Equipment after installation of the Services and the Customer undertakes in particular:

2.2.1 not to cause any attachments other than those approved for connection under the Act to be connected to any Equipment.

2.2.2 not to contravene the Act or any other relevant regulations or licences.

2.2.3 not to allow any unauthorised access to the Equipment or the Services.

2.3 The Customer hereby agrees that its apparatus shall at all times conform to the standard or standards (if any) for the time being designated under the Act and Voice IP shall not be under any obligation to connect or keep connected any Customer apparatus if it does not comply or if in the reasonable opinion of Voice IP it is likely to cause death, personal injury, damage or to impair the quality of any Services provided by Voice IP.

2.4 The Customer undertakes to use the Services in accordance with the Act and Voice IP acceptable use policy and fair usage policy (as published from time to time at www.voiceipcomms.com). The Customer further undertakes not to use the Services and to procure that none of its employees use the Services:

2.4.1 as a means of communication for a purpose other than that for which the Services are provided, and

2.4.2 for the transmission or receipt of any material which is defamatory offensive or of an abusive or menacing character or otherwise is in breach of Voice IP acceptable use policy.

2.5 Any Equipment supplied by Voice IP further to a rental agreement remains the property of Voice IP and must be made available for collection on the expiry or termination of this agreement.

2.6 The Customer will not procure or be party to an agreement or arrangement to provide or receive telecommunications material, Services or services similar to the Services by way of telecommunication provision via the Equipment without the permission of Voice IP in writing and the prior payment in full for the Equipment. For the avoidance of doubt the use and/or provision of services using the Equipment and/or Services which may be deemed by the airtime services provider as a gateway is a material breach of this agreement.

2.7 The Customer shall not publicise any number in any way or commit to any advertising or publicity until such time as it has received from Voice IP in writing confirmation that the number is live and tested. Voice IP will use reasonable endeavours to provide you with the Services by the dates agreed with you and to continue to provide the services until this agreement is terminated. Voice IP will not be liable for any loss or damage should the Service not commence or restart on the agreed date. Where Voice IP is supplying network services as part of the Services the Customer must provide to Voice IP details of all the related services that it wishes to receive relating to any telephone number that the Customer wishes to use. Voice IP will provide network Services through such party as it deems appropriate.

2.8 The Customer shall give Voice IP at least 30 days' written notice in the event that above average use of the Services is likely to occur. Voice IP shall not be liable for failure/withdrawal of any part of the Services should such notice not be given.

2.9 Voice IP acceptable use policy and fair usage policy form part of this agreement and includes any restrictions imposed on Voice IP by the provider to it of the Services and/or Equipment and is designed to protect the level and quality of the services that Voice IP offers to all of its customers and permits Voice IP to regulate the Customer's use of the Services. The Customer acknowledges that, in respect of any broadband speeds, any speeds quoted by Voice IP are approximate only and that the level of service that can be obtained by the Customer will be dependent on factors outside the control of Voice IP including but not limited to the geographical proximity of the Customer to the local exchange and the quality of the infrastructure serving the Customer's premises.

2.10 The Customer hereby specifically authorises Voice IP to send/resend CPS during the continuance of this agreement and hereby waives Voice IP obligation to notify it of the same being done. If the Customer wishes to receive such notification, then it must so inform Voice IP in writing.

2.11 Where Voice IP provides software to the Customer as part of the Services and/or Equipment Voice IP, the Customer acknowledges that, unless otherwise set out in this agreement, all intellectual property rights in any such software and/or Equipment remain with Voice IP, or its suppliers or licensors. Voice IP hereby grants a non-exclusive licence of the software to the Customer solely for the use of the same by the Customer in connection with the Services and/or Equipment. This licence automatically terminates on termination of this agreement. Voice IP does not warrant that the software will be error–free and the Customer hereby agrees to make proper back-ups of all data. The Customer agrees that it will not copy, decompile or modify the software without the prior written consent of Voice IP and will not distribute the software to any third party.

2.12 Where Voice IP incurs site survey, provisioning, engineering or other fees (whether its own or to a third party) associated with meeting the customer's requirements and/or subsequently the line does not become operational for any reason then Voice IP has the right to charge the customer fees of up to £120 per line together with any charges levied on Voice IP by a third party in bringing the associated infrastructure up to the relevant standard.

2.12.1 If the Customer instructs Voice IP to cease or port the provision of a NGN (non-geographic number) Voice IP has the right to charge the Customer a disconnection fee of £199 for each NGN number.

2.12.2 If the Customer ceases or ports, the provision of a virtual number away from Voice IP. Voice IP has the right to charge the Customer a disconnection fee of £35 for each virtual number.

2.13 Where the Customer is an individual consumer entering a qualifying distance or off-premises service contract, they normally have 14 days from entering the contract to cancel, subject to statutory exceptions. Cancellation may be notified by email, telephone or other clear statement. Where the Customer expressly requests Services during this period, Voice IP may charge proportionately for Services already provided, as permitted by law. Nothing in this clause limits statutory rights. For further information, see www.ofcom.org.uk

2.13.1 Where the Customer is not a Consumer but is entitled or permitted by Voice IP to cancel the agreement during any initial cancellation period, any services used within this period will be chargeable and any third-party costs (including cancellation fees) incurred by Voice IP within this period at the request of the Customer will be chargeable. Cancellation charges may apply if the service is terminated outside of prescribed timescale.

2.14 Eligible Customers may take an unresolved complaint to an approved Alternative Dispute Resolution scheme after six weeks, or sooner following a deadlock letter, subject to the scheme rules. CISAS provides this service free of charge to eligible Customers.

2.15 Where Voice IP allocate to the Customer a telephone number or code as part of the Services, the Customer acknowledges that they will not acquire any legal, equitable or other rights in relation to any such telephone numbers or codes. Voice IP can withdraw or change any such telephone numbers or codes but will only do so if it is required to under any legal or regulatory changes.

3 What Level of Service Voice IP Provides

3.1 Voice IP will provide the Service(s) in accordance with the terms of this agreement and shall use reasonable skill and care when providing the Service(s).

3.2 Voice IP does not guarantee that the Services will be continuously available or free from Service Failures.

3.3 Where a Service Level has been expressly agreed in writing in an applicable Service Level Agreement (SLA), and that Service Level is not achieved as a result of a Service Failure, Voice IP will, subject to Clause 8, provide a Service Credit only where expressly provided for in that SLA. Any Service Credit shall be calculated and applied in accordance with the terms of that SLA. Where no Service Credit is specified in an agreed SLA, no Service Credit shall be payable under this clause.

4 How long this agreement lasts and when can it be ended

4.1 The obligations for each of the parties start on the following dates:

4.1.1 The Customer's obligations start on the Connection Date and continue for the Minimum Term. For businesses with more than 10 employees, the agreement renews for successive periods equal to the Minimum Term unless either party gives written notice 30–60 days before expiry, or 120–150 days for leased lines. For individual consumers and businesses with 10 employees or fewer, no new fixed Minimum Term applies automatically after expiry; Services continue on a rolling basis, terminable on no more than 30 days' notice. Statutory switching and termination rights are unaffected.

4.1.2 If the Customer does not transfer Services following valid notice, Services may continue and applicable usage charges remain due. For businesses with more than 10 employees, any further fixed renewal is governed by clause 4.1.1. For individual consumers and businesses with 10 employees or fewer, continued use does not create a new fixed Minimum Term. Outstanding sums remain recoverable but do not invalidate a termination or switching notice.

4.1.3 Voice IP obligations start on the Connection Date.

4.2 Either party shall be entitled forthwith to suspend and/or terminate this agreement by giving written notice to the other if:

4.2.1 the other commits a continuing or material breach of this agreement and, if the breach is capable of remedy, fails to remedy it within 14 days (but 7 days in the case of failure by the Customer to pay the Charges) after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

4.2.2 an administrator takes possession or a receiver is appointed over any of the property or assets of the other party, the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order, the other party becomes bankrupt or goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the other party under this agreement); or

4.2.3 the other party ceases, or threatens to cease, to carry on business.

4.3 Voice IP may terminate this agreement immediately if:

4.3.1 any licence or agreement under which Voice IP or the Customer has the right to run its telecommunications system and in the case of the Customer connect it to the Voice IP system is revoked, amended or otherwise ceases to be valid; or

4.3.2 the Customer is suspected, in the reasonable opinion of Voice IP, of involvement with fraud or attempted fraud in connection with use of the Services or this Agreement;

4.3.3 Voice IP is instructed by OFCOM or any other competent legal or regulatory authority to stop providing the Service(s) to the Customer;

4.3.4 the Customer has breached the agreement in such a way that Voice IP could be in breach of any Legislation and/or in breach of any agreements with its third-party providers required to provide the Service(s);

4.3.5 The Customer commits persistent non-material breaches (which, in aggregate amount to a material breach);

4.3.6 Voice IP reasonably suspects that the Customer is unable to pay or is refusing to pay Voice IP charges and/or budget plan payments;

4.3.7 A Change of Control takes place or is proposed.

4.4 For the purpose of clause 4.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

4.5 The Customer can terminate this agreement by giving Voice IP one month’s written notice:

4.5.1 for convenience before the end of the Minimum Term, but acknowledges that Voice IP shall be entitled to invoice the Customer any Early Termination Charges for either the agreed Minimum Spend Levels that the Customer would have paid for had they not terminated the agreement early or if there is no Minimum Spend Levels, the average recurring charges over the previous six months’ invoices prior to the date of termination multiplied by the remaining months of the Minimum Term. Together with any waivered one-off charges and/or Installation Charges and an average of the usage charges invoiced by Voice IP over the previous 6 months, multiplied by the remaining months of the minimum charge. The Customer further acknowledges that the above remedy for Voice IP is a fair and reasonable estimate of Voice IP loss incurred as a result of the early termination of the agreement by the Customer; or

4.5.2 if Voice IP changes the Terms and Conditions pursuant to clause 11.2. For the avoidance of doubt, if the Customer terminates pursuant to this clause 4.5.2, there shall be no Early Termination Charges incurred by the Customer to Voice IP.

4.6 A waiver by either party of a breach of a provision of this agreement shall not be considered as a waiver of a subsequent breach of the same or another provision.

4.7 In the event of termination by either party for any reason:

4.7.1 Voice IP shall be entitled to recover from the Customer:

4.7.1.1 the Equipment or cost thereof as appropriate including, where appropriate, but not limited to the cost of installing or removing the equipment. If a router has been supplied and not returned, a fee of up to £1100 but no less than £500, depending on router and circuit, will be applied to the final invoice.

4.8 Voice IP may offer a Minimum Term of up to five years (60 months) only to business Customers with more than 10 employees, where the agreed period is clearly set out in the Order. For individual consumers and business Customers with 10 employees or fewer, the initial Minimum Term will not exceed 24 months. This clause takes precedence over any general reference elsewhere in this agreement to waiving a 24-month duration limit.

5 Installation and maintenance

5.1 Voice IP will endeavour to carry out work by appointment and during normal working hours but may request the Customer to provide access at other times. If at the request of the Customer Voice IP carries out work outside its normal working hours the Customer will be responsible for Voice IP reasonable additional charges.

5.2 unless otherwise agreed the Customer shall at its own expense carry out such site preparations as Voice IP may reasonably require. Where a site survey is carried out the costs thereof and of any required work identified in the site survey shall be borne by the Customer.

5.3 If the Customer requests maintenance or repair work which is found to be unnecessary or results from an act or omission of the Customer, Voice IP will charge for the work and the costs incurred.

5.4 The Customer hereby duly authorises Voice IP, its dealers and agents to reprogram and or remove existing access equipment in order to provide the Services. In the event that the work is undertaken by the Customer’s existing maintainer and not Voice IP, Voice IP will pay a maximum contribution of £75 plus vat towards any charges raised by the Customer’s existing maintainer. The Customer to pay all other costs.

5.5 Where BT Openreach charges Voice IP for repairs (and/or engineering call out), and the fault is due to damage to the Customer’s equipment, Voice IP reserves the right to invoice the Customer for the amount of such BT Openreach charge together with an administration charge of £25.

5.6 Where required by Voice IP, the Customer shall ensure that environmental conditions are maintained for Equipment.

6 What Voice IP Charges and When the Customer Must Pay Voice IP

6.1 Unless otherwise specified in writing by Voice IP the Customer agrees to pay Voice IP charges and/or budget plan payments monthly by Direct Debit, the first payment to be made at the discretion of Voice IP within thirty days of the start of the provision of the Services and in accordance with the applicable tariffs. Where network connection and/or line rental services form part of the Services the charges shall be paid in advance.

6.2 Usage charges will be such charges for the use of the Services by either (i) the Customer or (ii) any third party who has accessed the Equipment without the Customer's authority and fraudulently used the Services as Voice IP may notify to the Customer from time to time by e-mail or by post.

Details of the Customer's current charges can be obtained by emailing Voice IP at accounts@voiceipcomms.com with full account details. There will be a minimum monthly usage charge and low usage charge for each Service as set out in Voice IP price list from time to time. Usage charges payable shall be calculated by reference to any data recorded or logged by Voice IP or its service carrier and not by reference to any data recorded or logged by the Customer. Voice IP shall be entitled to estimate the usage charges in circumstances where the relevant data is not available to Voice IP in a timely manner, and any estimated usage charge shall be reconciled on a subsequent invoice.

6.2.1 Unless otherwise stated all other amounts due from the Customer to Voice IP shall be paid within 7 days of the date of Voice IP invoice.

6.3 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to Voice IP (such failure to pay being a material breach of this agreement), Voice IP may charge the Customer (i) an administration fee between £40 and £100 depending upon amount of debt and/or statutory compensation at the prevailing rate and (ii) interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Voice IP will also claim for reasonable costs each time we try and recover the debt.

6.4 The price for the Services is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Voice IP.

6.5 The Customer agrees to pay Voice IP in full without any set-off all sums due to Voice IP under this Agreement.

6.6 Voice IP shall be entitled to require the Customer to pay a deposit in respect of future usage charges and the Customer shall pay the amount so required within 7 days of a request for the same.

6.7 The Customer authorises Voice IP to vary the amount, frequency and time of any Direct Debit to such level as Voice IP deem reasonably appropriate (a) to take account of either an increase or decrease in usage of the Services by the Customer (b) to reduce such indebtedness of the Customer to Voice IP and/or (c) to such other operational matter affecting the Services as Voice IP shall in its discretion deem reasonable.

6.8 If the Customer elects an alternative payment method to that of paying by monthly Direct Debit, Voice IP shall be entitled to charge a monthly administration fee.

6.9 If any payment is cancelled or returned unpaid by the Customer's bank or if the Customer fails to discharge any invoice within 7 days of its date, then without prejudice to any right or remedies under this Agreement, Voice IP shall from the time of such failure provide the Services at the standard published usage charges and in addition the Customer agrees to pay Voice IP an administration fee of £25. Failure to pay on time or cancellation of a Direct Debit without an agreed alternative is a material breach. Voice IP may suspend Services under Clause 7 and terminate if non-payment remains unremedied seven days after written notice under Clause 4.2.1, subject to applicable law. Where the Customer pays by commercial or corporate debit or credit card, Voice IP may recover reasonable processing costs, not exceeding those permitted by law. No surcharge applies to personal debit or credit cards or other payment methods for which surcharging is prohibited. Where an administration charge has already been applied in respect of an unpaid payment, Voice IP shall not apply a duplicate administration charge for the same event. This shall not prevent Voice IP from recovering statutory late-payment compensation, applicable interest or additional reasonable debt-recovery costs where legally permitted.

6.10 The Customer shall notify Voice IP in writing as soon as reasonably practicable upon becoming aware of any disputed invoice, charge or billing discrepancy, providing reasonable details of the amount disputed and the grounds for the dispute. Voice IP shall investigate such disputes reasonably and, in the ordinary course of business, retrospective billing adjustments shall be limited to charges invoiced during the six months preceding receipt of the Customer's written notification. Voice IP reserves the right to consider adjustments relating to earlier periods where appropriate, including where required by applicable law or regulatory obligations. The Customer shall remain liable to pay all undisputed charges in accordance with this Agreement. Any disputed amounts shall be dealt with under Voice IP's complaints and billing dispute procedures.

6.11 The Customer remains liable for all charges whether the Customer or someone else used the services and whether the services were used with the Customer's knowledge and consent or otherwise including and not limited to fraudulent calls made by rogue callers and calls made by any third party who has gained unauthorised access to the Customer's system.

6.12 Voice IP may vary charges to reflect changes in wholesale supplier, network, regulatory or other reasonable service costs. Price increases expressly agreed in advance in the Order or Agreement shall apply as stated. For other increases, Voice IP will give at least one month's prior written notice, or longer if legally required, and explain any applicable right to terminate the affected Service without penalty.

6.12.1 For Consumers and other protected Customers, Voice IP shall comply with applicable Ofcom requirements for price-change notices and penalty-free termination rights. Website publication alone shall not replace required direct notice.

6.13 Where the Customer requests the cancellation of a Directory Listing product, they will remain liable for the Directory Listing charges until the next publication of the phone book by BT when the listing will be deemed removed.

6.14 Any calls that are routed by any means beyond the control of Voice IP and for which you are invoiced by another provider will remain the responsibility of the customer.

6.15 Upon expiry of the Minimum Term, where the Customer employs more than 10 individuals, the Agreement shall automatically renew for a further period equivalent to the original Minimum Term unless terminated in accordance with Clause 4.1. Where the Customer is an individual Consumer or employs 10 individuals or fewer, no further Minimum Term shall arise without the Customer's express consent. If Services continue without such consent, Voice IP may apply its then-current standard tariffs, subject to applicable notice requirements, law and regulatory rights.

6.16 Voice IP may at its absolute discretion impose a Credit Limit on the Customer's account and any such Credit Limit can be amended at any time without prior notice.

6.17 Where a Rebate is due and payable to the Customer by Voice IP, the Customer authorises Voice IP to raise a self-bill on its behalf. Voice IP will notify the Customer of the amount of Rebate and, subject to clause 6.19, Voice IP will pay the Rebate due to the Customer within 45 days following the invoice or (if later) within 7 days of the date of receipt by Voice IP of the sums due from the relevant third-party carrier.

6.18 Voice IP shall have the right at any time to amend the amount of any Rebate by giving the Customer written notice prior to the effective date of the revision which shall apply to all Rebate Services where a Rebate is payable provided to the Customer on or after the date of effective revision of the Rebate rate change.

6.19 Voice IP may withhold any Rebate due to the Customer under the following circumstances:

6.19.1 Voice IP has reasonable grounds to believe that the relevant Rebate Service is being used for illegal or fraudulent activity or otherwise in breach of this Contract; or

6.19.2 Voice IP is notified of a decision or a request by a regulatory body (e.g. Phonepay Plus) relating to a Rebate Service to pay any fine or administrative charge incurred as a result of the Customer's misuse of the relevant Rebate Service; or

6.19.3 The relevant network operator withholds payment of the relevant Rebate (in whole or part) due to Voice IP in relation to a Rebate Service used by the Customer; or

6.19.4 The relevant network operator claims repayment of any sum paid to Voice IP in relation to a Service used by the Customer

6.20 An administration charge of £99 will apply to a cancellation or termination request, except where the Customer has a legal or regulatory right to terminate without penalty or where such a charge is otherwise prohibited by law or applicable Ofcom rules.

6.21 A charge of £45 will be made for the cease of a SIP endpoint

6.22 A charge of £35 will be made for the export of a virtual number to another network

6.23 A charge of £80 will be made for the cease of a broadband/fibre connection

6.24 Where a router supplied by Voice IP is not returned following termination of the Agreement, the charges specified in Clause 4.7.1.1 shall apply.

7 When Voice IP can Suspend the Services

7.1 Voice IP shall be entitled, for business, operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on Voice IP by its licence or by any other competent authority (including any network provider), to withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer whether on a temporary or permanent basis provided that Voice IP gives the Customer the maximum period of notice in writing thereof practicable in the circumstances.

7.2 If the Customer is in breach of a material term of this agreement Voice IP may at its sole discretion and upon giving the Customer written notice elect to suspend without compensation the provision of Services for a period not exceeding 14 days. If the breach is capable of remedy and is remedied by the Customer within the 14-day period then Voice IP shall recommence the provision of Services. If the breach is not capable of remedy or if so capable is not remedied within the period of 14 days, then Voice IP shall have the option of either terminating this Agreement under the provision of clause 4.2.1 or of continuing the Services.

7.3 If the Customer's call charges exceed the estimated call spend or the Credit Limit given to the Customer by Voice IP, whichever is the lower, then Voice IP reserves the right to request immediate payment of the excess amount and to demand in accordance with clause 6.6 a deposit be paid in such amount as Voice IP shall deem to be reasonable. If payment is not made forthwith by the Customer, Voice IP shall be entitled to suspend all or any of the Services until payment of the excess amount is made in full.

7.4 Notwithstanding and without prejudice to any of its rights under this Agreement, Voice IP reserves the right to withdraw the Services or any part thereof at any time if the monthly charges to the Customer are not, in the opinion of Voice IP, sufficient to make provision of the Services viable for Voice IP.

8 Liability of each Party

8.1 Nothing in this agreement shall exclude or restrict the liability of either party for death or personal injury resulting from its negligence.

8.2 If the Services fail to operate or the Customer diverts traffic to another carrier, Voice IP will not be responsible for that carrier's charges.

8.3 Neither party shall be responsible to the other in contract, tort or otherwise for any:

8.3.1 loss of business;

8.3.2 loss of revenue;

8.3.3 loss of profit;

8.3.4 loss of data;

8.3.5 loss of contracts;

8.3.6 loss of anticipated savings; or

8.3.7 for any other indirect or consequential loss whatsoever.

save that this exclusion shall not apply to the fraudulent activities of either party nor to any claw-back or other loss suffered by Voice IP pursuant to the determination by an airtime services provider that the Customer has used and/or provided services using the Equipment and/or Services which it deems a gateway.

8.4 Voice IP liability to pay Service Credits in accordance with Clause 3.3 shall be the maximum extent of Voice IP liability and the Customer's sole financial remedy for Service Failures.

8.5 Each party's liability in tort, contract or otherwise arising out of or in connection with the performance of either party's obligations under this Agreement shall be limited to £1,000,000 for any one incident or series of incidents and £2,000,000 in aggregate. Service Credits paid or credited to the Customer by Voice IP will be counted and calculated for the purposes of Voice IP maximum liability.

8.6 Neither party shall be liable to the other for any damage or loss which may be incurred by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God failure or shortage of power supplies, trade dispute, any act or omission of Government, highways, regulatory bodies, other public telecommunication operators or other competent authority, or supply of services by third parties.

8.7 In accordance with clause 10, the Customer will be liable for any fraudulent activity arising at the Customer's site. Controlling unauthorised access (including fraudulent access) to PBX, trunking or other equipment or resource shall be the sole responsibility of the Customer.

9 Mobile Services

9.1 In respect of Mobile Services and unless Voice IP advise otherwise the Customer shall enter into an agreement direct with the Airtime Services Provider and is responsible for all aspects (including the management) of that airtime service agreement. Voice IP shall assist the Customer wherever possible in the management of the airtime service agreement.

9.2 If Voice IP agrees to reimburse to the Customer charges for specified mobile numbers in respect of the Customer's transferring Airtime Service Provider in respect of such mobile numbers reimbursement must unless otherwise agreed in writing (i) be claimed by the Customer not earlier than four months from the date of transfer and (ii) be only claimed in respect of such mobile numbers as remain live and have not had a notice of termination of agreement served at the date of the claim.

9.3 Voice IP will be paid commission (initially and on an ongoing basis) by the Airtime Service Provider for introducing the Customer and other customers to it. Such commission may be clawed back in certain circumstances due to the act or omission of the Customer, including if the airtime service agreement is terminated or in respect of gateway or unauthorised use by the Customer. The Customer shall indemnify Voice IP against any such claw-back and immediately on demand pay to Voice IP an amount equivalent to that clawed-back.

9.4 Where it is agreed that Voice IP shall pay to the Customer a cash incentive inducement or subsidy for entering into an airtime services agreement, any such amounts must be invoiced by the Customer in three equal amounts such invoices to be dated and delivered at the end of months 6, 12 and 18 of the airtime services agreement. Payment shall only be due to the Customer where the airtime services agreement has not been terminated before the end of the minimum term of the airtime service agreement. The Customer shall produce to Voice IP such evidence as Voice IP may reasonably require as to the continuation in force of the airtime service agreement.

9.5 Any cash incentives or subsidies due under this clause 9 that have not been claimed by the Customer within 14 days from the end of the minimum term of the airtime service agreement become null and void.

9.6 Any Equipment supplied in connection with Mobile Services shall be supplied subject to these terms and conditions. Voice IP shall endeavour to supply the Equipment as soon as practicable and reserves the right to alter specifications or designs at any time to meet such delivery target.

9.7 All such Equipment will be supplied with the manufacturer's guarantee, unless otherwise agreed in writing. The Customer hereby acknowledges that the manufacturer's guarantee is only valid if the Customer complies with the terms and conditions of manufacturer's guarantee.

9.8 The Customer shall be liable for the full costs of any repairs carried out to the Equipment which are not covered by the manufacturer's guarantee.

9.9 The Customer agrees that Voice IP shall not be liable for any loss or costs suffered by the Customer:

9.9.1 following any loss by the Customer of Equipment and/or the unlawful use thereof by a third party.

9.9.2 resulting from loss of network service or other network issues (including the porting of numbers).

9.10 The Customer shall be liable for the costs incurred by Voice IP of obtaining PAC, MAC or similar codes required for the transfer of the Services.

10 Fraud

10.1 For the avoidance of doubt, fraudulent activity includes but is not limited to:

10.1.1 Calls made from the Customer's PBX without their knowledge;

10.1.2 Calls made utilising the Customer's authentication details;

10.1.3 Calls made from an authenticated IP address.

10.2 The Customer acknowledges that the Service known as "fraud monitor" is not a fraud prevention system and does not prevent unauthorised access to the Equipment. It is the sole responsibility of the Customer to set up and maintain their own security independently of Voice IP and therefore Voice IP accepts no liability whatsoever for any costs incurred as a result of a breach of security.

10.3 For the avoidance of any doubt, the Customer responsibilities include but are not limited to;

10.3.1 Secure implementation and management of their systems including any hardware not provided by Voice IP such as Firewalls or PBX.

10.3.2 Maintaining security and confidentiality of authentication details for online service portals and other services.

10.3.3 Mitigate exposure to any suspected or known security breach by resetting passwords, requesting that accounts are disabled and reporting the incident to Voice IP.

10.3.4 reporting the incident to the Police.

10.4 Voice IP reserves the right to invoice the Customer for any fraudulent activity made in accordance with clauses 8.7 and 10.1.

10.5 The Customer accepts full and complete liability for any costs, losses or damages incurred as a result of fraud and agrees to indemnify Voice IP against any costs, losses or damage suffered by Voice IP arising from any fraudulent activity made in accordance with clauses 8.7 and 10.1 including any costs and expenses reasonably incurred by Voice IP in investigating any such fraudulent activity.

10.6 Voice IP recommends the Customer obtains professional security advice with regard to PBX, trunking or other equipment or resource.

11 General

11.1 Voice IP reserves the right to change the provider of the services to it at any time.

11.2 Voice IP reserves the right to change these Terms and Conditions at its sole discretion by giving the Customer, subject to clause 11.3, not less than one month's notice (usually on the front page of the monthly invoice and/or on its website www.voiceipcomms.com). If the changes to the Terms and Conditions is likely to cause a material detriment to the Customer, the Customer can terminate the Contract without charge (other than any outstanding invoices which remain due and payable) in accordance with clause 4.5.2. Should the Customer not notify Voice IP of any objection to the change to the relevant Terms and Conditions within the one month notice period the Customer's continued use of the Services thereafter will be deemed acceptance of such changes.

11.3 If Voice IP is required to make a change to these Terms and Conditions as a result of any legal or regulatory requirement, Voice IP will give the Customer as much notice as Voice IP receives from any such legal or regulatory body.

11.4 A notice required or permitted to be given by:

11.4.1 Voice IP under this agreement shall be in writing addressed to the Customer at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to Voice IP and shall be deemed served on the second day after the same has been posted.

11.4.2 the Customer under this agreement to Voice IP shall be sent by recorded delivery, shall be in writing and addressed to Voice IP principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the Customer and shall be deemed served at the time of delivery.

11.5 If any provision of this agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected.

11.6 The Customer shall not assign sub-license, delegate or otherwise deal with all or any of its rights and obligations under this agreement without Voice IP prior written consent, such consent not to be unreasonably withheld. Nothing in this agreement shall be deemed to grant to the Customer a licence to use any software or other intellectual property right (which shall include the Voice IP trademarks) other than strictly in accordance with the terms of this agreement. For the avoidance of doubt, the Customer shall not be entitled to sub-license any such software or other intellectual property right.

11.7 These terms and conditions together with any terms set out in the order constitute the entire agreement between the parties, supersede any previous agreement or understanding and, subject to clause 11.2 and 6.12, may not be varied except in writing and signed by Voice IP or varied orally and then confirmed in writing by Voice IP. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. In entering into this agreement the Customer acknowledges that it does not rely on any representations which are not confirmed in the terms of this agreement, but nothing in this agreement affects the liability of either party for fraudulent misrepresentation.

11.8 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

11.9 The laws of England and Wales shall govern this agreement, and the Customer agrees to submit to the exclusive jurisdiction of the English Courts.

11.10 The Customer must bring any legal proceedings against Voice IP in connection with this Agreement within 12 months from the date which the Customer first became aware or ought reasonably to have become aware of the facts giving rise to the liability or potential liability of Voice IP or within the statutory limitation period, whichever is the earlier.

11.11 The Customer and Voice IP undertake to each other that it shall keep and shall procure that its directors, officers, employees, servants, agents and sub-contractors (as appropriate) shall keep secret and confidential and shall not use, copy, adapt, alter or part with possession of, or disclose to any other third party any information or material of a technical or business nature relating in any manner to the affairs, business, products or services of the other which may be received or obtained in connection with the performance of this agreement PROVIDED THAT:

11.11.1 nothing herein shall prevent the use or disclosure of any information not treated by the other party as confidential or which does not properly belong to it; and

11.11.2 the party receiving such information or material shall not be prevented from using or disclosing the same to the extent that it is in or comes into the public domain otherwise than through the default or negligence of the receiving party, or to the extent that its disclosure is required by law.

11.12 Both parties shall comply with the UK GDPR and Data Protection Act 2018 (as amended). Where Voice IP processes personal data on behalf of the Customer, the parties shall put in place a separate written data processing agreement meeting Article 28 UK GDPR requirements. Each party's role will reflect its actual processing activities.

11.13 The Customer is responsible for the security of the use of the Services including, but not limited to, backing up all data, ensuring that appropriate anti-virus software is installed, having appropriate procedures in place to protect and update passwords and having an appropriate disaster recovery plan in place. Where the Customer knows or ought reasonably to know that that there is a threat to the security of the Services, the Customer must promptly contact Voice IP.

12 Small Business Customers

This notice applies to business and not-for-profit customers with 10 or fewer people working for them, as defined by the applicable Ofcom General Conditions ("Eligible Customers").

Eligible Customers have additional protections under Ofcom's General Conditions and the Communications Act 2003. Voice IP will observe those protections under this agreement. This notice explains the principal rights relevant to your contract; it does not ask you to waive them.

13 Small Business Customer Rights

Contract Summary and Information

Before an Eligible Customer becomes bound by a contract for electronic communications services, Voice IP will provide:

1. Contract information setting out details of their rights, remedies and key contract terms. This information must be provided in a form such as email that allows the Eligible Customer to store it for future reference; and
2. A contract summary in the form prescribed by regulation (as found here https://www.legislation.gov.uk/eur/2019/2243/annex),

These documents form part of the agreement, as required by applicable rules.

The relevant information will be supplied in a durable form before the customer is bound by the contract. Further details are available from Voice IP on request.

Term and Termination

For Eligible Customers, the initial Minimum Term will not exceed 24 months. At the end of that term, the agreement will continue on a rolling basis unless a further fixed term is expressly agreed. Buying additional services or equipment will not extend an existing commitment without express consent. See clauses 4.1 and 4.8.

Businesses with more than 10 employees may agree a Minimum Term of up to 60 months where stated in the Order, under clause 4.8. Eligible Customers retain their applicable rights to switch and terminate services under Ofcom's rules.

Usage Notifications

Where applicable, Voice IP will give Eligible Customers required notifications when a time- or volume-based allowance is used up, including details of charges for continued use. Customers may contact their account manager for details of applicable usage charges.

Bundles

Where a contract includes communications services together with related software, equipment or content (“Bundled Services”), applicable Ofcom protections may also extend to those bundled items. These include:

- Including information on Bundled Services in contract summary and contract information documents;
- Allowing termination for all Bundled Services when a right of exit arises due to an amendment to the contract;
- Enabling termination of contracts for Bundled Services on 30 days' notice after the minimum term has ended;
- Providing information in relation to the migration of Bundled Services to other providers; and
- Limiting compensation payable in relation to Bundled Services where a contract is terminated before the end of the minimum term.

Voice IP will apply the relevant bundled-service protections where required by the Ofcom General Conditions and applicable law.

Nothing in this Section 13 constitutes an express waiver of an Eligible Customer’s regulatory rights. Any waiver permitted by law would require separate, clear and express agreement identifying the particular rights concerned.

Further information on the Ofcom General Conditions and small-business protections is available at: https://www.ofcom.org.uk/phones-and-broadband/coverage-and-speeds/gen-conditions

14 CCTV Equipment, Installation and Support

14.1 Scope and order specification

Voice IP shall supply and, where ordered, install CCTV cameras, recorders, storage devices, cabling, switches, monitors and associated equipment in accordance with the accepted quotation or Order. Any requirements for particular coverage, resolution, storage capacity, recording duration or integration must be expressly recorded in the Order.

14.2 Ownership and risk

Except where the Order expressly provides otherwise, title to equipment sold by Voice IP remains with Voice IP until it is paid for in full. Risk of accidental loss or damage passes on delivery or installation, as applicable, without affecting statutory rights or Voice IP's obligations for defective equipment or work.

14.3 Site readiness and customer permissions

The Customer shall provide safe and reasonable access, suitable power, connectivity, permissions and accurate information regarding the site. Additional equipment or works arising from concealed conditions or requested variations will be subject to agreement on scope and charges before proceeding.

14.4 Camera coverage and operational limits

The final camera positions and system configuration shall be agreed at installation or handover. Performance may be affected by lighting, weather, obstruction, tampering, storage limits and network conditions. CCTV is an aid to surveillance and cannot guarantee that crime, loss or every incident will be prevented, detected or recorded.

14.5 Local recording and retention

Unless a specific retention period is expressly agreed in the Order, local footage retention is not guaranteed. Actual retention depends upon available capacity, resolution, frame rate, recording schedule, compression and activity. The Customer shall ensure that recording and retention settings remain appropriate to its purposes.

14.6 Handover and ongoing checks

On completion Voice IP shall provide reasonable demonstration and handover information for the installed system. Thereafter the Customer should perform suitable routine operational checks, safeguard credentials and promptly notify Voice IP of faults. This does not relieve Voice IP of responsibilities arising from a defective installation or an agreed service.

14.7 Maintenance excluded unless separately contracted

Supply or installation does not include continuing preventative servicing, health monitoring, routine maintenance, onsite callouts or repairs unless specifically agreed in writing. Where a separate CCTV Maintenance Agreement exists, it governs its agreed maintenance scope, response times, parts, labour, exclusions and charges, and takes precedence in the event of conflict concerning those maintenance services.

14.8 Warranty and chargeable events

Applicable manufacturer warranties, any expressly agreed workmanship warranty and statutory rights remain in effect. Unless agreed otherwise, voluntary warranty cover does not extend to damage from vandalism, misuse, flooding, lightning, abnormal mains power, unauthorised modifications or other external causes. Any chargeable inspection or repair work will be notified and agreed where practicable.

14.9 Third-party dependencies

CCTV functionality may depend on customer or third-party broadband, electrical supplies, networking, displays, software and other infrastructure. Voice IP is not responsible for failures caused solely by systems outside its control, except where Voice IP has expressly undertaken responsibility for them or the law provides otherwise.

14.10 CCTV privacy responsibilities

The Customer will ordinarily determine the purposes and means of surveillance and be responsible for an appropriate legal basis, privacy notices and signage, retention settings, access permissions and response to data subject requests. Voice IP remains responsible for its own compliance with applicable data protection law and for any processing it undertakes on the Customer's behalf.

14.11 Liability and order of precedence

Clauses in this Section 14 are subject to Clause 8 and applicable law; no provision excludes liability which cannot lawfully be excluded. In the event of inconsistency, the separately agreed CCTV Maintenance Agreement controls maintenance matters and the applicable Order controls expressly agreed technical specifications.

15 Voice IP Cloud CCTV Services

15.1 Service scope

Voice IP Cloud provides the cloud recording, backup, playback and/or remote-access functions stated in the Order. The service is supplied by Voice IP and may use third-party software, hosting, storage, cloud infrastructure and compatible adapters. Features and recording modes depend on the purchased package and agreed specification.

15.2 Contract term and monthly billing

Voice IP Cloud is billed monthly for the Minimum Term expressly stated in the Order, which ordinarily ranges from 12 to 60 months. Under Voice IP's standard terms the initial Minimum Term for businesses with 10 individuals or fewer and individual Consumers shall not exceed 24 months; larger businesses may agree a term of up to 60 months. Charges are payable throughout the agreed term, subject to applicable contractual and legal rights.

15.3 Renewal and termination

For businesses with more than 10 employees, the Agreement shall automatically renew for a fixed period equivalent to the original Minimum Term in accordance with Clause 4.1 and the Order. For smaller businesses and Consumers, a further fixed Minimum Term requires express agreement. Notice and termination rights under applicable law take precedence. Early Termination Charges are determined under the main Agreement to the extent lawfully applicable.

15.4 Connectivity and equipment requirements

The Customer must maintain suitable power, functioning cameras and network infrastructure, compatible adapters and sufficient internet upload speed unless these are expressly supplied and managed by Voice IP. Internet outages, insufficient upload bandwidth, local equipment failure or network changes may interrupt cloud uploads, playback or access. Some compatible devices may temporarily buffer recordings during interruptions, but this depends on the device and available storage and does not guarantee recovery or upload of all footage.

15.5 Storage, retention and overwrite

The Customer shall select the required cloud recording retention period when entering into the Agreement. The agreed retention period, recording method, storage arrangements and monthly subscription charges shall be specified in the Order. Recording is subject to the correct operation of the equipment, internet connection and cloud service. Footage reaching the end of the selected retention period may be automatically overwritten or permanently deleted under the applicable platform policy and may not be recoverable. The Customer is responsible for selecting an appropriate retention period and arranging timely export of footage requiring preservation. Changes to the selected period must be agreed with Voice IP and may alter monthly charges.

15.6 Availability and service levels

Voice IP will use reasonable skill and care in the Services it provides. Uninterrupted availability or continuous recording is not guaranteed, and any express uptime commitments or Service Credits apply only where provided in an agreed written SLA, consistently with Clause 3.3.

15.7 Recording interruptions and loss

Cloud footage may be unavailable or incomplete during faults affecting cameras, connectivity, adapters, power or the third-party cloud platform. Responsibility for missing or corrupted footage is determined by the cause, the services Voice IP agreed to provide, Clause 8 and applicable law. This clause does not remove remedies for breaches attributable to Voice IP.

15.8 Remote access and credentials

The Customer shall manage authorised users, protect usernames, passwords and authentication devices, promptly disable former users and report suspected unauthorised access. Voice IP shall apply appropriate security safeguards to accounts and systems under its control and access footage only on a lawful and authorised basis. Security incidents involving personal data shall be handled under the applicable data-processing agreement and law.

15.9 No included on-premises maintenance

A cloud subscription does not, of itself, include repair, replacement, routine checks or ongoing maintenance of cameras, recorders, cabling, switches, adapters or customer networks. Any separate CCTV Maintenance Agreement shall govern agreed equipment maintenance and support.

15.10 End of service and footage export

On expiry or termination, access to cloud recording and stored footage may cease. The Customer must identify and, where available, export recordings it wishes to preserve before the notified cessation date. Voice IP shall provide reasonable notice of the available export arrangements and any deletion timetable confirmed by the underlying provider, subject to applicable legal obligations and the agreed data-processing arrangements. Footage deleted permanently under the provider's procedures may not be recoverable; Voice IP does not guarantee recovery of permanently deleted recordings.

15.11 Third-party platforms and changes

Voice IP Cloud may use third-party software, hosting, data storage, connected devices and related infrastructure. Voice IP may appoint or change underlying providers where reasonably necessary, provided it continues to meet the agreed service specification and its contractual and data-protection obligations. Material changes and associated rights shall be notified where required by the Agreement or law. Commercial supplier identities need not appear in the Order unless disclosure is legally or contractually required.

15.12 Data protection and subprocessors

The Customer will ordinarily be the controller of CCTV footage and Voice IP may act as a processor where it handles footage on the Customer's instructions. Before such processing, the parties shall put in place an appropriate Article 28 UK GDPR data-processing agreement covering documented instructions, security, authorised subprocessors, international transfers, assistance with data-subject rights and breaches, audits, and deletion or return. Required information about subprocessors, including identities where necessary, shall be supplied through the data-processing arrangements; this Section does not dispense with mandatory disclosures.

15.13 Relationship with other terms

This Section 15 applies specifically to Voice IP Cloud and supplements the main Agreement. Express service package details in the Order apply to cloud capacity, fees and agreed retention. Nothing in this Section excludes rights or liabilities that cannot legally be excluded.

16 Door Access Control Systems

16.1 System scope

Where ordered, Voice IP shall supply and install access control readers, controllers, key fobs, facial recognition terminals, electromagnetic locks (maglocks), manual emergency release or break-glass units, power supplies, cabling and associated accessories as stated in the accepted quotation or Order.

16.2 Design information and site approvals

The Customer shall identify the door's intended use, occupancy, required access rules and whether it forms part of any protected or emergency escape route, and shall provide relevant premises, door and safety information. Voice IP shall identify and escalate apparent incompatibilities within its agreed work. The parties shall agree any required specialist design, authorisation or remedial work before affected installation proceeds.

16.3 Emergency release and safe escape

Access control installations, including maglocks, shall be designed, fitted, connected and tested within the agreed scope so that they do not compromise required means of escape and comply with applicable requirements. Supplying a break-glass release unit alone does not establish that an escape route is compliant. Where an interface with a fire alarm or specialist life-safety assessment is required, it must be specified and appropriately undertaken by competent parties before commissioning or use. Voice IP does not offer general fire-safety design or building fire-safety certification unless separately and expressly contracted.

16.4 Installation, testing and handover

Voice IP shall configure and test the agreed access readers, door releases, permissions and failure responses within its scope, and provide reasonable operational information at handover. Any unresolved safety-critical defect shall be raised and the affected door shall not be represented as ready for unrestricted operation until suitably resolved.

16.5 Authorised users and credentials

Following handover, the Customer is responsible for deciding who is authorised to enter, issuing and revoking fobs or access credentials, maintaining user lists and promptly deactivating lost credentials and former users unless Voice IP has expressly contracted to provide that administration.

16.6 Biometric and facial recognition data

Where facial recognition uniquely identifies individuals, biometric templates may constitute special category personal data. The Customer, ordinarily as controller, shall assess necessity and proportionality, identify an Article 6 lawful basis and Article 9 condition, complete any required data protection impact assessment, provide appropriate notices and consider a suitable non-biometric alternative such as fobs. Voice IP shall comply with its own responsibilities and any agreed processor obligations.

16.7 Power failures and operational limitations

Performance may be affected by loss of power, equipment faults, building modifications, damaged cabling or network failure. The agreed door release behaviour and any backup power arrangements must be expressly documented and tested; the Customer shall not alter safety-related wiring or settings without a competent assessment.

16.8 Maintenance and warranty

Door access equipment supply and installation does not automatically include routine servicing, periodic safety testing, ongoing monitoring, callouts, replacement fobs or repairs. Any agreed maintenance arrangement must be separately documented. Manufacturer and workmanship warranties and statutory rights remain unaffected.

16.9 Limitations and liability

Access control is intended to help administer entry permissions but does not guarantee prevention of unauthorised entry or other incidents. Nothing in these terms excludes liability for unsafe or defective installation, negligence or other liabilities which cannot lawfully be excluded. Clause 8 applies insofar as permitted by law.

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