



STERLING BUSINESS COMMUNICATIONS LTD

Terms & Conditions of Service

In these Terms and Conditions, unless the context otherwise requires:

- **Agreement** means these Terms and Conditions together with the signed Order Form and any applicable Service Schedule.
- **Calls** means any signals, messages, voice calls, data transmissions, or communications transmitted via the telecommunications services.
- **Commencement Date** means the date on which Sterling Business Communications Ltd first activates or supplies the Services.
- **Customer, you, or your** means the person, business, or organisation purchasing Services from Sterling Business Communications Ltd.
- **Due Date** means the payment date specified on an invoice.
- **Eligible Business** means a business with ten (10) or more employees or an annual telecommunications spend exceeding £3,000, or any business receiving free installation services from Sterling Business Communications Ltd.
- **Equipment** means any hardware, software, devices, systems, or telecommunications equipment supplied by Sterling Business Communications Ltd.
- **Live Date** means the date from which recurring monthly rental or service charges commence.

- **Network** means the public telecommunications network and associated infrastructure used to provide the Services.
 - **On-Site Equipment** means any equipment installed at the Customer's premises by Sterling Business Communications Ltd.
 - **Order Form** means the signed agreement or order confirming the Services to be supplied.
 - **Premises** means the Customer premises at which the Services are provided.
 - **Services** means the telecommunications, hosted telephony, broadband, connectivity, call routing, line rental, maintenance, or related services supplied by Sterling Business Communications Ltd.
 - **Sterling, we, our, or us** means Sterling Business Communications Ltd.
 - **Your Equipment** means any equipment owned or supplied by the Customer or any third party not supplied by Sterling Business Communications Ltd.
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2.1 Our Responsibilities

Sterling Business Communications Ltd agrees to:

1. Provide the Services with reasonable skill and care.
2. Route and carry Calls using selected telecommunications carriers and network providers.
3. Use reasonable endeavours to maintain a reliable and efficient Service.
4. Respond to reported faults and service interruptions as soon as reasonably practicable.

2.2 Customer Responsibilities

The Customer agrees to:

1. Provide all information reasonably required by us for service provisioning, support, billing, or credit assessment purposes.
2. Use the Services lawfully and not permit any use that is illegal, abusive, offensive, fraudulent, or likely to damage the Network or Services.
3. Comply with all instructions relating to the use of any Equipment supplied by Sterling.
4. Not alter, repair, tamper with, or interfere with any On-Site Equipment without our prior written consent.
5. Pay all charges and applicable VAT in accordance with this Agreement.
6. Provide safe and reasonable access to the Premises where required.
7. Ensure suitable environmental conditions, power supply, and facilities are available for the installation and operation of the Services.

3.1 Sterling Equipment

1. We may install On-Site Equipment at the Premises as necessary to provide the Services.
2. All Equipment supplied by Sterling remains our property unless otherwise agreed in writing.
3. The Customer is responsible for ensuring that all necessary permissions are obtained before installation.
4. The Customer authorises Sterling and its authorised agents to access the Premises for installation, maintenance, inspection, replacement, or removal of Equipment.
5. The Customer shall take reasonable care of all Equipment and will be responsible for any loss or damage other than damage caused by our negligence.
6. Upon termination of this Agreement, all Equipment must be returned promptly and in good condition.
7. The Customer must not sell, lease, assign, or otherwise dispose of any Equipment owned by Sterling.

3.2 Customer Equipment

1. The Customer is responsible for ensuring that its own equipment remains compatible, operational, and properly maintained.
2. Sterling accepts no liability for faults or failures arising from the Customer's own equipment.
3. Where requested, the Customer shall arrange for its equipment to be reconfigured to enable provision of the Services.

3.3 Maintenance and Fault Repair

1. While we aim to provide uninterrupted Services, we do not guarantee fault-free operation.
 2. Faults relating to Sterling Equipment will be investigated and repaired within a reasonable timeframe.
 3. Where no fault is found, or the issue is caused by Customer Equipment, Sterling reserves the right to charge for any related support or engineering visit.
 4. Maintenance cover for hosted telephone systems is included for the first twelve (12) months unless otherwise agreed.
 5. After the initial maintenance period, ongoing support may be subject to a separate maintenance agreement and additional charges.
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4.1 Charges

1. Charges for the Services will be as set out in the Order Form or applicable tariff schedule.
2. Sterling reserves the right to amend charges from time to time.
3. Where any increase is likely to materially disadvantage the Customer, Sterling will provide at least fourteen (14) days' notice.
4. Continued use of the Services after notice of a price change constitutes acceptance of the revised charges.
5. A minimum call charge may apply to certain call types as detailed within the applicable tariff.

4.2 Invoicing and Payment

1. Invoices are issued monthly unless otherwise agreed.
2. Payment shall be made by Direct Debit or another approved payment method on or before the Due Date.
3. If payment is not received by the Due Date, Sterling may:
 - suspend or restrict Services;
 - charge interest on overdue sums at 3% above the Bank of England base rate; and/or
 - recover any reasonable debt recovery costs incurred.
4. Failed Direct Debit payments may incur an administration fee.
5. Sterling may request a deposit as security against future charges.

4.3 Early Termination Charges

1. If the Customer terminates the Agreement before the end of the minimum contract term, early termination charges will apply.
 2. Early termination charges may include:
 - outstanding line rental charges;
 - hardware or installation costs;
 - carrier termination fees; and
 - any promotional contributions previously provided by Sterling.
 3. Termination charges shall be payable immediately upon termination.
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5.1 Minimum Contract Period

1. Unless otherwise agreed in writing, Services are provided on a minimum term of thirty-six (36) months.
2. The Agreement shall automatically renew for successive renewal periods unless terminated in accordance with this clause.

5.2 Notice of Termination

1. Either party may terminate the Agreement by providing not less than ninety (90) days' written notice before the end of the current contract term.
2. Notice must be submitted on company letterhead by recorded or registered delivery, or by another approved written method confirmed by Sterling.
3. Cancellation requests are only effective once acknowledged in writing by Sterling.

5.3 Suspension or Termination by Sterling

Sterling may suspend or terminate the Services immediately where:

1. The Customer breaches any material term of this Agreement;
2. Payment is overdue;
3. The Services are used unlawfully or fraudulently;
4. The Customer becomes insolvent, enters administration or liquidation, or is otherwise unable to pay its debts; or
5. Sterling is no longer able to provide the Services for operational or regulatory reasons.

5.4 Continuation of Charges

Where Services are suspended, recurring charges shall continue to apply during the period of suspension.

6.1 Service Availability

Sterling does not guarantee uninterrupted or error-free Services.

6.2 Liability Exclusions

Nothing in this Agreement excludes liability for:

1. death or personal injury caused by negligence;
2. fraud or fraudulent misrepresentation; or
3. any liability that cannot legally be excluded.

6.3 Limitation of Liability

1. Sterling's total aggregate liability arising under this Agreement shall not exceed £100,000 in any twelve-month period.
2. Sterling shall not be liable for:
 - indirect or consequential loss;
 - loss of profit, revenue, business, contracts, or anticipated savings;
 - loss or corruption of data; or
 - business interruption.

6.4 Force Majeure

Neither party shall be liable for any delay or failure caused by events beyond reasonable control, including but not limited to acts of God, natural disasters, power failures, network outages, strikes, governmental action, or supplier failure.

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1. Any telephone numbers allocated by Sterling remain the property of the relevant telecommunications provider.
 2. The Customer does not obtain ownership rights to any allocated numbers.
 3. Sterling reserves the right to withdraw, replace, or reallocate telephone numbers where necessary.

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1. Both parties agree to keep confidential all non-public information obtained during the term of this Agreement.
 2. Information may only be disclosed:
 - where required by law;
 - for the purpose of providing the Services; or
 - with the prior written consent of the other party.
 3. Sterling will process personal data in accordance with applicable UK data protection legislation.
 4. Calls may be monitored or recorded for training, compliance, and quality assurance purposes.
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9.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements.

9.2 Assignment

The Customer may not assign or transfer this Agreement without Sterling's prior written consent.

Sterling may assign or subcontract any of its rights or obligations under this Agreement.

9.3 Notices

Any formal notice under this Agreement must be provided in writing to the registered office or principal business address of the receiving party.

9.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

The parties submit to the exclusive jurisdiction of the courts of England and Wales.

9.5 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By signing the Order Form, using the Services, or making payment for Services provided by Sterling Business Communications Ltd, the Customer confirms acceptance of these Terms and Conditions.

Sterling Business Communications Ltd

Website: www.sterlingcommunications.uk

Registered in England and Wales

Services

Schedule A – Hosted VoIP Services

1. Hosted VoIP Services

Hosted VoIP Services may include:

- Hosted telephone systems
- SIP trunks
- Voicemail services
- Call recording
- Softphone applications
- Mobile and desktop integrations
- Auto attendant and call routing services

2. Service Availability

1. Service availability is dependent on internet connectivity and third-party carrier networks.
2. The Customer is responsible for ensuring sufficient broadband bandwidth and network configuration.
3. Emergency calling services may be affected during power outages or internet failure.

3. Customer Responsibilities

The Customer agrees to:

- Maintain suitable internet connectivity;
- Ensure compatible network infrastructure;
- Keep user credentials secure; and
- Notify Sterling immediately of any suspected security breach.

4. Number Porting

1. Number porting is subject to third-party carrier approval.
 2. Sterling cannot guarantee porting timescales.
 3. Failed or rejected ports caused by inaccurate Customer information may incur additional charges.
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Schedule B – Broadband and Connectivity Services

1. Broadband Services

Broadband and connectivity services may include:

- FTTC broadband
- FTTP broadband
- Ethernet leased lines
- Business Wi-Fi
- Managed routers and firewalls

2. Installation and Lead Times

1. Installation dates are estimates only.
2. Delays caused by third-party network operators or site access restrictions shall not constitute breach of contract.

3. Service Speeds

1. Broadband speeds are dependent on line quality, infrastructure, network traffic, and third-party provider performance.
2. Advertised speeds are maximum estimated speeds and are not guaranteed.

4. Fault Resolution

Faults shall be managed in accordance with the service level applicable to the Customer's package.

Schedule C – Mobile Services

1. Mobile Services

Mobile Services may include:

- Business mobile connections
- Handsets and accessories
- SIM-only agreements
- Mobile data services

2. Usage Policies

1. The Customer must comply with all fair usage policies imposed by network operators.
2. Excessive, fraudulent, or abusive usage may result in suspension or additional charges.

3. Handsets and Devices

1. Risk in devices passes to the Customer upon delivery.
 2. Manufacturer warranties apply where applicable.
 3. Loss, theft, or accidental damage is the Customer's responsibility unless insured separately.
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GDPR and Data Protection Addendum

1. Data Protection Compliance

Both parties shall comply with all applicable UK GDPR, Data Protection Act 2018, and related privacy legislation.

2. Data Processing

Sterling Business Communications Ltd may process personal data for:

- Service provisioning;
- Customer support;
- Billing and account management;
- Fraud prevention;
- Regulatory compliance; and
- Service improvement.

3. Confidentiality and Security

1. Appropriate technical and organisational measures shall be implemented to protect personal data.
2. Personal data shall not be disclosed to third parties except:
 - where required by law;
 - where necessary for service delivery; or
 - with Customer consent.

4. Data Retention

Personal data shall only be retained for as long as necessary for contractual, operational, legal, or regulatory purposes.

5. Subject Access Requests

Customers may request access to personal data held by Sterling in accordance with applicable legislation.

Customer Agreement Summary

Key Commercial Terms

- Minimum contract term: 36 months
- Notice period: 90 days before contract expiry
- Payment method: Direct Debit
- Early termination charges apply
- Prices may vary subject to notice
- Equipment remains the property of Sterling unless otherwise agreed
- Services are subject to network availability and third-party carrier infrastructure

Important Customer Obligations

Customers must:

- Pay invoices on time;
- Use the Services lawfully;
- Maintain compatible equipment and internet connectivity;
- Provide access for installation and maintenance;
- Return Sterling-owned equipment upon termination.

Important Service Limitations

- Services may occasionally experience faults or interruptions.
 - Broadband and VoIP performance may depend on third-party infrastructure.
 - Emergency call availability may be impacted during power or internet outages.
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