



Telecom UK

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TELECOM UK - GENERAL TERMS AND CONDITIONS

INTRODUCTION

These General Terms and Conditions govern the agreement between TELECOM UK and the Customer for the provision of telephone systems (on-premise and cloud) and related communication services.

Effective Date: 21 February 2026

Company Information:

TELECOM UK

Website: telecom-uk.com

1. DEFINITIONS AND INTERPRETATION

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

"Agreement" means the contract between TELECOM UK and the Customer consisting of these Terms and Conditions, the Order Form, and any applicable Service Level Agreement;

"Cloud Telephone System" means the cloud-based telecommunications services provided by TELECOM UK as specified in the Order Form;

"Customer" means the business entity or organization that has entered into an Agreement with TELECOM UK for the provision of Services;

"Customer Data" means all data, information, and materials provided by the Customer or generated through the Customer's use of the Services;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, business names, domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect confidential information, and all other intellectual property rights, in each case whether registered or unregistered;

"On-Premise Telephone System" means the physical telecommunications hardware and software installed at the Customer's premises as specified in the Order Form;

"Order Form" means the document setting out the specific Services, pricing, and other commercial terms agreed between TELECOM UK and the Customer;

"Services" means the telephone systems and related telecommunications services provided by TELECOM UK, including but not limited to On-Premise Telephone Systems and Cloud Telephone Systems;

"Service Level Agreement" or **"SLA"** means the document specifying service availability targets, support response times, and remedies applicable to the Services;

"Subscription Fee" means the recurring charges payable by the Customer for the Services as set out in the Order Form;

"Term" means the initial period specified in the Order Form and any subsequent renewal periods.

2. APPLICATION OF TERMS

2.1 These Terms and Conditions apply to all Services provided by TELECOM UK to the Customer and supersede all prior agreements, representations, and understandings between the parties.

2.2 Any variation to these Terms and Conditions must be agreed in writing and signed by authorized representatives of both parties.

2.3 The Customer's standard terms and conditions, if any, are expressly rejected and shall not apply to the Agreement.

2.4 If there is any conflict between these Terms and Conditions and the Order Form, the Order Form shall take precedence to the extent of the conflict.

3. SERVICES

3.1 TELECOM UK shall provide the Services to the Customer in accordance with the Agreement and the applicable SLA. The Services include the supply, installation, and (where agreed in the Order Form) maintenance of telephone systems.

3.2 TELECOM UK may also provide additional services where specified in the Order Form, including Broadband (FTTP), static IP services, router delivery, and security features (including Fraud Guardian and DDOS protection).

3.3 TELECOM UK reserves the right to make changes to the Services from time to time, provided that such changes do not materially diminish the functionality or performance of the Services.

3.4 The Customer acknowledges that the Services are designed for business use and are not suitable for emergency services or life-critical communications.

3.5 For Cloud Telephone Systems, TELECOM UK shall use commercially reasonable efforts to ensure service availability in accordance with the SLA.

3.6 For On-Premise Telephone Systems, TELECOM UK's responsibilities are limited to the initial installation, configuration, and any support services specifically agreed in the Order Form.

4. CUSTOMER OBLIGATIONS

4.1 The Customer shall:

- (a) Provide TELECOM UK with all necessary access, information, and cooperation required for the provision of the Services;
- (b) Ensure that all information provided to TELECOM UK is accurate and complete;
- (c) Comply with all applicable laws and regulations in connection with its use of the Services;
- (d) Maintain adequate and appropriate internet connectivity and infrastructure to support Cloud Telephone Systems;
- (e) For On-Premise Telephone Systems, provide and maintain suitable premises, power supply, and environmental conditions for the equipment;
- (f) Use the Services only for lawful business purposes;
- (g) Not use the Services in any manner that could damage, disable, overburden, or impair TELECOM UK's systems or networks;
- (h) Implement and maintain appropriate security measures to protect access credentials and prevent unauthorized use of the Services;
- (i) Promptly notify TELECOM UK of any unauthorized access or security breach.

4.2 The Customer is responsible for all activities that occur under its account and for ensuring that all users comply with these Terms and Conditions.

5. FEES AND PAYMENT

5.1 The Customer shall pay all fees specified in the Order Form in accordance with the payment terms set out therein, and in addition:

- (a) A deposit of fifty percent (50%) of the equipment cost is due upon signing of the Order Form; and
- (b) The balance of the equipment cost is payable upon delivery and/or installation (as applicable).

5.2 Unless otherwise stated in the Order Form:

- (a) Fixed network services are billed monthly in advance; and
- (b) Line rental is payable quarterly in advance.

5.3 Payments must be made via Direct Debit (or such other method as TELECOM UK may agree in writing).

5.4 Annual price adjustments will be made in line with the Retail Price Index (RPI).

5.5 All fees are exclusive of applicable taxes, duties, and levies, which shall be paid by the Customer in addition to the fees.

5.6 Late payments shall incur interest at the rate of 4% above the Bank of England base rate from the due date until payment is received in full.

5.7 If any amount is not paid when due, TELECOM UK may, without prejudice to its other rights, suspend the Services until payment is received in full.

5.8 Installation fees, setup fees, and charges for additional services shall be invoiced separately and are payable within thirty (30) days of the invoice date.

6. INSTALLATION AND DELIVERY

6.1 For On-Premise Telephone Systems, TELECOM UK shall install and configure the equipment at the Customer's premises in accordance with the installation schedule agreed in the Order Form.

6.2 The Customer shall ensure that suitable premises, power supply, and network infrastructure are available for installation.

6.3 Any delays caused by the Customer's failure to meet its obligations may result in rescheduling fees or additional charges.

6.4 For Cloud Telephone Systems, TELECOM UK shall provision access to the Services within the time-frame specified in the Order Form following receipt of all required information from the Customer.

6.5 Risk in any equipment supplied by TELECOM UK shall pass to the Customer upon delivery or installation, whichever is earlier.

6.6 Title to equipment supplied as part of On-Premise Telephone Systems shall remain with TELECOM UK until full payment has been received.

7. TERM AND TERMINATION

7.1 The Agreement shall commence on the date specified in the Order Form and shall continue for the initial Term unless terminated earlier in accordance with this clause. The minimum contract term is sixty (60) months (the "Minimum Term"), unless otherwise expressly agreed in writing in the Order Form.

7.2 Following expiry of the Minimum Term, the Agreement shall automatically renew for successive periods of twelve (12) months unless either party provides written notice of non-renewal at least ninety (90) days before the end of the then-current Term.

7.3 Either party may terminate the Agreement immediately by written notice if:

- (a) The other party commits a material breach of the Agreement and fails to remedy such breach within thirty (30) days of receiving written notice;
- (b) The other party becomes insolvent, enters into liquidation, or has a receiver or administrator appointed;
- (c) The other party ceases to carry on business.

7.4 TELECOM UK may suspend or terminate the Services immediately if:

- (a) The Customer fails to pay any amount when due and fails to remedy such non-payment within seven (7) days of written notice;
- (b) TELECOM UK reasonably suspects fraud or attempted fraud in connection with the Services; or
- (c) The Customer's use of the Services breaches applicable laws, creates a security risk, or otherwise causes or is likely to cause material detriment to TELECOM UK's systems, network, reputation, or other customers.

7.5 The Customer may cancel the Agreement by giving TELECOM UK at least ninety (90) days' written notice prior to the end of the Minimum Term or any then-current renewal Term, provided that (for the avoidance of doubt) the Customer may only give notice to take effect at the end of the Minimum Term or the end of a renewal Term.

7.6 Upon termination or expiry of the Agreement:

- (a) The Customer shall immediately pay all outstanding fees and charges;
- (b) The Customer's right to use the Services shall cease immediately;
- (c) For On-Premise Telephone Systems that remain the property of TELECOM UK, the Customer shall return all equipment within fourteen (14) days;
- (d) TELECOM UK shall provide the Customer with access to retrieve Customer Data for a period of thirty (30) days, after which TELECOM UK may delete such data; and
- (e) Any provisions intended to survive termination shall remain in effect.

7.7 Termination of the Agreement shall not affect any rights or obligations that have accrued prior to termination.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights in the Services, including any software, documentation, and materials provided by TELECOM UK, shall remain the exclusive property of TELECOM UK or its licensors.

8.2 TELECOM UK grants the Customer a non-exclusive, non-transferable, revocable license to use the Services during the Term solely for the Customer's internal business purposes.

8.3 The Customer shall not, and shall ensure that its users do not:

- (a) Copy, modify, adapt, or create derivative works from the Services;
- (b) Reverse engineer, decompile, or disassemble any software provided as part of the Services;
- (c) Remove, obscure, or alter any proprietary notices on the Services or materials;
- (d) License, sublicense, sell, resell, rent, lease, transfer, distribute, or otherwise make the Services available to third parties.

8.4 All Intellectual Property Rights in Customer Data shall remain the property of the Customer or its licensors.

8.5 The Customer grants TELECOM UK a license to use Customer Data solely to the extent necessary to provide the Services and fulfill its obligations under the Agreement.

9. DATA PROTECTION AND PRIVACY

9.1 Both parties shall comply with all applicable data protection laws and regulations, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

9.2 Where TELECOM UK processes personal data on behalf of the Customer, TELECOM UK shall act as a data processor and the Customer shall act as the data controller.

9.3 TELECOM UK shall:

- (a) Process personal data only in accordance with documented instructions from the Customer;
- (b) Implement appropriate technical and organizational measures to protect personal data;
- (c) Ensure that personnel authorized to process personal data are subject to confidentiality obligations;
- (d) Assist the Customer in responding to data subject requests;
- (e) Notify the Customer without undue delay upon becoming aware of a personal data breach;
- (f) Delete or return personal data to the Customer upon termination of the Agreement, unless required by law to retain such data.

9.4 The Customer warrants that it has obtained all necessary consents and provided all required notices to enable TELECOM UK to process personal data in accordance with the Agreement.

9.5 TELECOM UK's Privacy Policy, available at telecom-uk.com, provides additional information about how personal data is collected and processed.

10. CONFIDENTIALITY

10.1 Each party undertakes to keep confidential all information of a confidential nature obtained from the other party in connection with the Agreement.

10.2 Confidential information shall not include information that:

- (a) Is or becomes publicly available through no fault of the receiving party;
- (b) Was rightfully in the receiving party's possession before disclosure;
- (c) Is independently developed by the receiving party;
- (d) Is rightfully obtained from a third party without breach of confidentiality obligations.

10.3 Each party may disclose confidential information:

- (a) To its employees, officers, advisers, and subcontractors who need to know such information, provided they are bound by confidentiality obligations;
- (b) As required by law, regulation, or court order, provided the disclosing party gives prompt written notice to the other party where legally permitted.

10.4 The obligations in this clause shall survive termination of the Agreement for a period of five (5) years.

11. WARRANTIES AND REPRESENTATIONS

11.1 TELECOM UK warrants that:

- (a) The Services shall be performed with reasonable care and skill;
- (b) It has the right to provide the Services to the Customer;
- (c) The Services shall substantially conform to any specifications set out in the Order Form.

11.2 For On-Premise Telephone Systems, TELECOM UK warrants that equipment supplied shall be free from defects in materials and workmanship for a period of twelve (12) months from installation.

11.3 The Customer warrants that:

- (a) It has the authority to enter into the Agreement;
- (b) Its use of the Services shall comply with all applicable laws and regulations;
- (c) It owns or has the necessary rights to use all Customer Data.

11.4 Except as expressly stated in this clause, all warranties, conditions, and terms, whether express or implied by statute, common law, or otherwise, are excluded to the maximum extent permitted by law.

11.5 TELECOM UK does not warrant that:

- (a) The Services will be uninterrupted, error-free, or completely secure;
- (b) The Services will meet the Customer's specific requirements;
- (c) Any defects in the Services will be corrected.

12. LIMITATION OF LIABILITY

12.1 Nothing in the Agreement shall exclude or limit liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any other liability that cannot be excluded or limited by law.

12.2 Subject to clause 12.1, TELECOM UK shall not be liable to the Customer for:

- (a) Loss of profits, revenue, or anticipated savings;
- (b) Loss of business or business opportunity;
- (c) Loss of or damage to data;
- (d) Loss of goodwill or reputation;
- (e) Business interruption; or
- (f) Any indirect, consequential, special, or punitive losses;

whether such losses arise in contract, tort (including negligence), breach of statutory duty, or otherwise.

12.3 Subject to clauses 12.1 and 12.2, TELECOM UK's total aggregate liability to the Customer under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed one hundred and ten percent (110%) of the annual charges paid by the Customer.

12.4 The Customer acknowledges that telephone systems are dependent on third-party networks, internet connectivity, and power supplies, and TELECOM UK shall not be liable for any failure or degradation of the Services caused by such third-party dependencies.

12.5 The Customer shall implement appropriate business continuity measures and shall not rely solely on the Services for critical communications.

13. SUPPORT AND MAINTENANCE

13.1 TELECOM UK shall provide technical support for the Services in accordance with the support terms specified in the Order Form or applicable SLA.

13.2 Support is available during business hours (Monday to Friday, 9:00 AM to 5:00 PM UK time, excluding public holidays) unless otherwise agreed in the Order Form.

13.3 The Customer shall report all issues to TELECOM UK using the designated support channels.

13.4 TELECOM UK shall use reasonable efforts to respond to and resolve issues in accordance with the SLA.

13.5 For On-Premise Telephone Systems, maintenance services may be provided on-site or remotely depending on the nature of the issue and the terms agreed in the Order Form.

14. FORCE MAJEURE

14.1 Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to:

- (a) Acts of God, natural disasters, epidemics, or pandemics;
- (b) War, terrorism, civil unrest, or riot;
- (c) Government actions, laws, or regulations;
- (d) Strikes, labor disputes, or industrial action;
- (e) Failure of telecommunications networks, internet service providers, or power supplies;
- (f) Cyberattacks or malicious acts by third parties.

14.2 The affected party shall promptly notify the other party of the force majeure event and use reasonable efforts to minimize its impact.

14.3 If a force majeure event continues for more than sixty (60) consecutive days, either party may terminate the Agreement upon written notice to the other party.

15. AMENDMENTS AND UPDATES

15.1 TELECOM UK may update these Terms and Conditions from time to time by providing at least thirty (30) days' written notice to the Customer.

15.2 If the Customer does not agree to the updated Terms and Conditions, it may terminate the Agreement by providing written notice to TELECOM UK before the updated terms take effect.

15.3 Continued use of the Services after the effective date of updated Terms and Conditions shall constitute acceptance of such changes.

16. ASSIGNMENT AND SUBCONTRACTING

16.1 The Customer may not assign, transfer, or subcontract any of its rights or obligations under the Agreement without the prior written consent of TELECOM UK.

16.2 TELECOM UK may assign or transfer its rights and obligations under the Agreement to any affiliate or successor in business, provided that such assignment does not materially adversely affect the Customer's rights.

16.3 TELECOM UK may engage subcontractors to perform its obligations under the Agreement, but shall remain responsible for their performance.

17. NOTICES

17.1 All notices under the Agreement shall be in writing and delivered by:

- (a) Hand delivery;
- (b) Registered or recorded delivery post;
- (c) Email to the addresses specified in the Order Form.

17.2 Notices shall be deemed to have been received:

- (a) If hand delivered, upon delivery;
- (b) If sent by post, two (2) business days after posting;
- (c) If sent by email, upon transmission, provided no delivery failure notification is received.

17.3 Either party may change its notice details by providing written notice to the other party.

18. ENTIRE AGREEMENT

18.1 The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings relating to the subject matter.

18.2 Each party acknowledges that it has not relied on any statement, representation, or warranty not expressly set out in the Agreement.

18.3 This clause does not exclude liability for fraudulent misrepresentation.

19. SEVERABILITY

19.1 If any provision of the Agreement is found to be invalid, illegal, or unenforceable by any court or regulatory authority, such provision shall be deemed severed from the Agreement and the remaining provisions shall continue in full force and effect.

19.2 The parties shall negotiate in good faith to replace any severed provision with a valid provision that achieves, to the greatest extent possible, the original commercial intent.

20. WAIVER

20.1 No failure or delay by either party in exercising any right or remedy under the Agreement shall constitute a waiver of that right or remedy.

20.2 A waiver of any breach of the Agreement shall not constitute a waiver of any subsequent breach.

20.3 Any waiver must be in writing and signed by an authorized representative of the waiving party.

21. THIRD PARTY RIGHTS

21.1 The Agreement is between TELECOM UK and the Customer only. No third party shall have any right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

21.2 This clause does not affect any rights or remedies available to third parties under any other law.

22. DISPUTE RESOLUTION

22.1 In the event of any dispute arising out of or in connection with the Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations between senior representatives of each party.

22.2 The parties shall follow TELECOM UK's complaint process as the initial step for raising and addressing service-related complaints and disputes.

22.3 If the dispute cannot be resolved within thirty (30) days of being raised (or such longer period as the parties may agree in writing), either party may refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

22.4 If the dispute is not resolved through mediation within sixty (60) days of referral, either party may commence legal proceedings.

22.5 Nothing in this clause shall prevent either party from seeking urgent interim or injunctive relief from a court of competent jurisdiction.

23. GOVERNING LAW AND JURISDICTION

23.1 The Agreement and any disputes arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

23.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes arising out of or in connection with the Agreement.

24. COMPLIANCE WITH LAWS

24.1 Both parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010.

24.2 The Customer shall ensure that its use of the Services complies with all applicable telecommunications regulations, including those relating to emergency services, number porting, and lawful interception.

24.3 TELECOM UK shall maintain all necessary licenses and registrations required to provide the Services.

25. EXPORT CONTROL

25.1 The Customer shall comply with all applicable export control and sanctions laws and regulations.

25.2 The Customer shall not export, re-export, or transfer any equipment, software, or technical data provided by TELECOM UK to any prohibited country, entity, or person without proper authorization.

26. BUSINESS CONTINUITY

26.1 The Customer acknowledges that telephone systems should not be used as the sole means of communication for emergency or life-critical situations.

26.2 The Customer is responsible for implementing appropriate backup communication methods and business continuity plans.

26.3 TELECOM UK recommends that the Customer maintains alternative means of communication in the event of service disruption.

27. ACCEPTABLE USE

27.1 The Customer shall not use the Services:

- (a) To transmit unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, or otherwise objectionable material;
- (b) To impersonate any person or entity or misrepresent affiliation with any person or entity;
- (c) To transmit spam, unsolicited marketing communications, or engage in nuisance calling;
- (d) To interfere with or disrupt the Services or networks connected to the Services;
- (e) To gain unauthorized access to any system, data, or network;
- (f) In violation of any applicable law or regulation.

27.2 TELECOM UK reserves the right to suspend or terminate the Services immediately if the Customer breaches this acceptable use policy.

28. NUMBER PORTING

28.1 Where the Customer requests to port telephone numbers to or from TELECOM UK's network, TELECOM UK shall use reasonable efforts to facilitate such porting in accordance with industry standards and regulations.

28.2 TELECOM UK shall not be liable for any delays or failures in number porting caused by third-party carriers or regulatory requirements.

28.3 The Customer shall provide all necessary information and authorizations required for number porting.

28.4 Upon termination of the Agreement, the Customer may request to port telephone numbers away from TELECOM UK's network, subject to payment of all outstanding fees.

29. REVIEWS AND AUDITS

29.1 Upon reasonable notice, the Customer may audit TELECOM UK's compliance with data protection obligations set out in the Agreement, provided such audit does not unreasonably interfere with TELECOM UK's business operations.

29.2 Audits shall be conducted no more than once per year unless required by regulatory authorities or in response to a suspected data breach.

29.3 The Customer shall bear all costs associated with such audits unless the audit reveals material non-compliance by TELECOM UK.

30. SURVIVAL

30.1 The following provisions shall survive termination or expiry of the Agreement: Intellectual Property Rights, Data Protection and Privacy, Confidentiality, Limitation of Liability, Dispute Resolution, Governing Law and Jurisdiction, and any other provisions that by their nature are intended to survive.

ACCEPTANCE

By signing the Order Form or using the Services, the Customer acknowledges that it has read, understood, and agrees to be bound by these Terms and Conditions.

For questions regarding these Terms and Conditions, please contact TELECOM UK at the contact details provided on telecom-uk.com.