

Terms & Conditions

1. **SERVICE** In this agreement "Service" means the service or services indicated on the Service Agreement. Utility Options Ltd agrees to provide the Service to the Customer and the Customer agrees to use the Service on the terms set out in this Agreement.
2. **DURATION** Unless otherwise stated, this Agreement shall be ongoing until the Customer wishes to terminate, which must be in writing, giving 30 days notice.
3. **PAYMENT** Pricing the Service shall be as stated in Utility Options Ltd's tariffs as current from time to time. All prices are exclusive of Value Added Tax and all prices are subject to change with 30 days notice. Continued use of the Service indicates acceptance of any price changes.
 - 3.2 The Customer shall pay all sums due to Utility Options Ltd under this Agreement in full without any offset whatsoever.
 - 3.3 The Customer shall be invoiced monthly by Utility Options Ltd for all charges under this Agreement plus Value Added Tax. Payment is by Direct Debit. The time of payment of all sums due to Utility Options Ltd under this Agreement shall be of the essence of this Agreement. If payment in full is not received by Utility Options Ltd upon the due date, Utility Options Ltd shall be entitled to suspend the Service as per paragraph 8, or terminate the Agreement as per paragraph 7.2.
 - 3.4 All charges payable under this Agreement shall be calculated by reference to data recorded or logged by Utility Options Ltd and not by reference to data recorded or logged by the Customer.
4. **USE OF THE SERVICE** The Customer undertakes to use the Service in accordance with such conditions as may be notified in writing to the Customer by Utility Options Ltd from time to time.
5. **PROVISION OF INFORMATION** The Customer undertakes to promptly provide Utility Options Ltd, free of charge, with all information and co-operation that Utility Options Ltd may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.
6. **LIABILITY** Nothing in this Agreement shall exclude or restrict Utility Options Ltd's liability for death or personal injury resulting from the negligence of Utility Options Ltd or its employees while acting in the course of their employment.
 - 6.2 Subject to Condition 7.3 Utility Options Ltd shall be liable for the damage to the property of the Customer caused by any negligent act or omission of Utility Options Ltd or its employees provided that such liability of Utility Options Ltd in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of Utility Options Ltd's obligations under this Agreement shall be limited to £20,000 for any one incident or £50,000 for any series of incidents arising from a common cause in any twelve month period.
 - 6.3 Utility Options Ltd shall not be liable to the Customer in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss however arising.
 - 6.4 In the event of any failure in the Service, Utility Options Ltd shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another carrier.
 - 6.5 The provisions of this Condition 7 shall continue to apply notwithstanding the termination of this Agreement.
7. **TERMINATION** Without prejudice to their rights under the Agreement Utility Options Ltd and the Customer shall have the right to terminate this Agreement forthwith in the event that:
 - 7.1.1 the other party is in default in its performance or observance of any of its obligations under this Agreement, and, in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non defaulting party in its written notice to do so; or
 - 7.1.2 an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or make up a winding up order.
 - 7.2 Without prejudice to its other rights, Utility Options Ltd shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that:
 - 7.2.1 The Customer fails to make any payment when it becomes due to Utility Options Ltd; or
 - 7.2.2 Utility Options Ltd's licence expires or it is revoked; or
 - 7.2.3 A licence under which the Customer has the right to run its telecommunications system and connect it to the Utility Options Ltd system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.
8. **SUSPENSION OF SERVICE** Utility Options Ltd may at its sole discretion and without notice elect to suspend forthwith the provision of the Service until further notice without liability to the Customer in the event that:
 - 8.1 the Customer fails to make any payment when it becomes due to Utility Options Ltd; or
 - 8.1 the Customer is in breach of any term of this Agreement; or
 - 8.2 the Customer is suspected in Utility Options Ltd's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service.
9. **GENERAL**
 - 9.1 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control.
 - 9.2 This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior undertakings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by Utility Options Ltd and the Customer.
 - 9.3 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion.
 - 9.4 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left or sent by post to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.
 - 9.5 Utility Options Ltd's address for service of any notice hereunder shall be such address as appears on the last invoice rendered to the Customer or such other address as may be prescribed by Utility Options Ltd for that purpose.
 - 9.6 This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.