

TERMS AND CONDITIONS

Number People is a Trading name for Zeb Telecom Ltd a UK registered Limited company, registration number 10038782. By using Number Peoples' services, you agree to be bound by the Terms and conditions set out below.

Number People – Terms & Conditions Definitions Act means the Communications Act 2003 and includes any amendments to the Act that may be made from time to time.

Number People means Zeb Telecom Ltd. T/A: Number People.

Customer means the person, partnership or company requesting the Service.

Service means the service or services requested by the Customer and to be provided to the Customer by Number People.

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

OFCOM means the Office of Communications. ICSTIS means The Independent Committee for the Supervision of Standards of Telephone Information Services.

1) Duration

This Agreement shall come into full force and effect from the date of acceptance by Number People whereupon it will then continue unless terminated by either party giving the other not less than one month's prior written notice or unless terminated by Number People subject to Section 9 of this Agreement.

2) Use of Service

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

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

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

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

2.4.1) Nothing in this Agreement shall exclude or restrict any liabilities by Number People for death or personal injury resulting from its negligence.

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

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

2.7) Number People aims to correct any failure or malfunction in the Service within two working days or as soon as is reasonably practicable.

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

2.9) Number People's services are provided for business use only.

2.10) Number People may amend the terms and conditions of the Agreement if new legislations or regulatory bodies make it necessary. The Customer indemnifies Number People against any subsequent prefix or other numbering changes imposed by Ofcom, ICSTIS, Network Operator or regulatory body.

2.11) Number People will change/re-route over the telephone, the target number of each number supplied by Number People free of charge for the first two requests in each calendar month. Changes to the target number after the first two requests in the same calendar month will be charged at £14.95 per re-route. The Customer may change/re-route the number online, using the online control panel without charge as often as they wish.

2.12) It is the Customer's responsibility to ensure that all callers to numbers starting 08 or 09 are made aware of the cost to call the numbers.

2.13) Advanced number services are subject to availability and may vary dependent on the number purchased. Not all advanced services are available on all numbers issued by Number People.

2.14) Calls to our 0800 numbers from pay phones may be blocked.

3) Provision of Information

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

3.2) Number People shall at its sole discretion use this information for any credit reference or debt collection purpose including disclosure to and use by its agent or agents acting on its behalf. Number People may carry out further credit searches on the Customer during the agreement and after the agreement has ended for credit control and debt collection purposes.

4) Prices

The prices in this agreement may be changed subject to thirty days notice in writing being provided to the customer.

5) Acceptance by Number People

All users signing up for the Number People service will be asked to read and agree to our terms and conditions before registration is completed. By agreeing to these terms and conditions the user agrees to abide to the terms and conditions.

6) Liability & Compensation

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

6.2) Under no circumstances shall the amount paid in compensation exceed the amount paid in Service Charges by the customer. Number People shall have no liability whatsoever to the Customer in contract, tort or otherwise, including any liability due to negligence for loss of goodwill, revenue, anticipated savings, profit or for any direct, indirect or consequential financial loss howsoever arising except as provided for under Clause 2.4.1 of this Agreement.

7) Payment

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

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

7.3) When the user purchases services or sets up an auto top up, the user grants Number People continuous authority on the user's debit or credit card until such time as the service(s) or auto top up are cancelled by the user and any outstanding monies have been paid. This includes all administration and porting fees. Should the user choose to cancel the user's monthly service(s) or auto top ups then Number People's continuous authority is immediately ceased.

7.4) In the event that Number People are unable to take a continuous authority payment from the user's card then the user will be informed by email and will be prompted to make a payment in order for their services to continue.

7.5) The Customer is required to maintain the account in credit at all times.

7.6) Number People reserve the right to make charges on the following:

Credit/Debit card chargebacks

Reconnection fee

Porting away where porting requested by the customer

Directory enquiry/ 999 submission/alteration/removal where available

Transfer of a Service between accounts where a change in legal entity of the customer

Please contact our Customer Services team for up-to-date charges.

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

7.8) In the event that any amount due to Number People remains unpaid, Number People, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services.

7.9) The customer will pay for all calls made from his account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use.

7.10) Top-ups made by credit or debit card are subject to a minimum amount of £5 for an auto top-up and £10 for a manual top-up. Top-ups purchased by debit card or credit card will be credited to your Account, subject to our carrying out our usual security checks. We will not have any obligation to make a refund to you where you top up more than you intend, for whatever reason.

7.11) Unless an additional Top-up has been made, any remaining credit balance will expire after a period of 90 days from the date of the purchase and unused allowances will expire as specified, this is non-refundable

7.12) Each time you incur charges, your balance which is registered on your account will be reduced according to the service charge (for service renewal or purchase) or for the type & duration of the call/message by reference to the charge shown in the price list.

7.13) Numbers deemed to be memorable will incur a charge of 36 x monthly subscription, with a minimum charge of £40 for any porting requests. Such payment is to be made prior to the number being ported via bank transfer only.

7.14) Number People have the right, at their discretion to re-cost a telephone number and the monthly subscription charge, in accordance with the current market cost of the number which is set by Number People.

8) Suspension of Service

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

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

8.3) The Customer shall pay Number People a reconnection fee of £25.00 per number should reconnection take place.

9) Termination

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

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

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

10) Assignment

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

10.2) Number People may port any telephone number to a different network operator if and when we see fit. The customer hereby agrees the customer shall have no objection to this.

11) Limited Liability

11.1) Under no circumstances, including negligence, shall Number People, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Number People's records, programs or services.

11.2) Number People further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

12) Entire Agreement

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

13) No Waiver

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

14) Notices

14.1) Any notice, invoice or other document which may be given under the Agreement shall be deemed to have been duly given if sent by email, post or Fax to the address, email address or Fax number on the Customer's account.

14.2) The Customer shall notify Number People of any change of address, telephone number or email address.

14.3) We reserve the right to change our terms and conditions of Service from time to time. We will notify you of any changes to these terms by posting them on our website at www.numberpeople.co.uk

15) Dormant Accounts

Any calling credit and any other assets left on an account that has been dormant for longer than 6 months will be deleted and is not refundable.

16) Refund Policy

No refunds will be given on cancellation for prepaid calling credits, or any of our monthly services.

17) Force Majeure

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

18) Governing Law

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