



# TERMS AND CONDITIONS

Love VoIP is a Trading name for ICEYSET LTD a UK registered Limited company, registration number 09530374. By using Love VoIP's services, you agree to be bound by the Terms and Conditions set out below.

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

**Love VoIP** means ICEYSET LTD. T/A: Love VoIP.

**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 Love VoIP.

**Agreement** means this agreement entered into by and between Love VoIP 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 Love VoIP 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 Love VoIP subject to Section 9 of this Agreement.

## 2) Use of Service

**2.1)** Love VoIP 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 Love VoIP in the course of providing the Service shall remain confidential between the Customer and Love VoIP 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 Love VoIP 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 Love VoIP and in accordance with the Act or any other regulations relating to the Service.



**2.4)** The Customer shall indemnify and hold harmless Love VoIP 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 Love VoIP. **2.4.1)** Nothing in this Agreement shall exclude or restrict any liabilities by Love VoIP 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 Love VoIP immediately upon becoming aware of any failure or malfunction in the Service.

**2.7)** Love VoIP 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)** Love VoIP's services are provided for business & personal use.

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

**2.11)** Love VoIP will change/re-route over the telephone, the target number of each number supplied by Love VoIP 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 Love VoIP.

**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 Love VoIP free of charge and in full co-operation any information reasonably required by Love VoIP in order to fulfil its obligations under the Agreement.

**3.2)** Love VoIP 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. Love VoIP 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 Love VoIP**

All users signing up for the Love VoIP 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 by the terms and conditions.

## **6) Liability & Compensation**

**6.1)** If the service provided by Love VoIP 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 Love VoIP 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. Love VoIP 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 Love VoIP's tariff as amended from time to time.

**7.2)** Usage charges payable by the Customer shall be calculated by Love VoIP according to data recorded by Love VoIP.

**7.3)** When the user purchases services or sets up an auto top up, the user grants Love VoIP 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 fees. Should the user choose to cancel the user's monthly service(s) or auto top ups then Love VoIP's continuous authority is immediately ceased.

**7.4)** In the event that Love VoIP 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)** Love VoIP reserve the right to make charges on the following:

- Credit/Debit card chargebacks
- Reconnection fee
- 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 Love VoIP 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 Love VoIP remains unpaid, Love VoIP, 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 or cancel your account.

**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 the credit was purchased 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)** Love VoIP have the right, at their discretion, to re-price a telephone number and the monthly subscription charge, in accordance with the current market cost of the number which is set by Love VoIP.

## **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 Love VoIP upon notification to the client without liability to the Customer and until further notice.

**8.2)** Suspension of the Service will entitle Love VoIP 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 Love VoIP 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 Love VoIP 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 Love VoIP 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 Love VoIP may terminate the Agreement in the event that its licence under the Act is revoked.

## **10) Assignment**

**10.1)** Love VoIP 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)** Love VoIP 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 Love VoIP, 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 unauthorised access to Love VoIP 's' records, programs or services.

**11.2)** Love VoIP 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 Love VoIP 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.lovevoip.co.uk](http://www.lovevoip.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) Important Information**

The Customer understands and acknowledges that when used with our outbound calling service, it allows calls to the emergency services numbers 999 and 112 and that calls to these services may fail if there is a power cut or if the customer's broadband connection fails.

It's always best to have a second means of contacting the Emergency Services such as a mobile phone or an old-fashioned, wired, phone plugged into the PSTN.

The customer understands and acknowledges that the address provided will be passed to the Emergency Services and used in location finding during a 999/112 call. The customer understands and acknowledges that the address provided is the location where the service will be used and that it is the customer's responsibility to ensure that the information is correct and kept up to date.

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### **Administration costs for correction of missing or invalid 999/112 data**

Where a query is received by us from BT or the Emergency Handling Authority (EHA) for one of the following issues, we will charge per incidence:

- Incomplete or invalid End User data submitted to the EHA.
- A call made to 112/999 where incomplete or invalid address data has been submitted for the CLI presented.
- A call made to 112/999 where a valid CLI is not presented

### **18) 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.

### **19) 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.