



Voice over IP Services



Terms & Conditions

 Scottish Broadband Telecom

1 Kingswell Place
Perth · PH1 2DD
Scotland

 01738 211211

 01738 211212

 contact@scotbbtel.co.uk

 www.scotbbtel.co.uk

1 · Introduction and definitions

- 1.1 These terms and conditions ("Conditions") shall govern the agreement between Scottish Broadband Telecom ("Us" or "We") and the individual or organisation applying for the provision of the Goods or Services ("You").
- 1.2 Our registered office and correspondence address is:
1 Kingswell Place
Perth
PH1 2DD
Scotland.
- 1.3 You can contact Us by email on contact@scotbbtel.co.uk, telephone or SMS on 01738 211211, fax on 01738 211212.
- 1.4 We explain in the headings what each clause covers. These headings are for guidance only and are not intended to be legally binding.
- 1.5 These Conditions take precedence if inconsistent with the material on our Website.
- 1.6 The following have particular meanings in these Conditions:
 - 1.6.1 "Acceptable Use Policy" means our guidelines for acceptable use made available at <http://www.scotbbtel.co.uk/aup.pdf> which may be amended from time to time;
 - 1.6.2 "Agreement" means the General Terms and the Specific Terms applicable to the Services which You have chosen together with the Fair Use Policy and any other documents referred to herein;
 - 1.6.3 "Cancellation Period" means the period in which You may terminate the contract without incurring obligations and/or associated charges as set out under statute;
 - 1.6.4 "Data" includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;
 - 1.6.5 "Goods" means the goods described on the Website and which We agree to sell to You;
 - 1.6.6 "Internet" means the global data network comprising interconnected networks to which We are connected and provide access to You via the Services;
 - 1.6.7 "Personal Data" means Data about any identified or identifiable living person;
 - 1.6.8 "Regulations" means the Consumer Protection (Distance Selling) Regulations 2000;
 - 1.6.9 "Services" means the services described on the Website (including access to the Website and Control Panel) and which We agree to provide to You;
 - 1.6.10 "Start Date" means when either (i) We have sent You confirmation by email that We have activated the Service(s) or (ii) when You first start to use the Service(s), whichever of these happens first; and
 - 1.6.11 "Website" means Our web presence at <http://www.scotbbtel.co.uk> and other locations We advertise from time to time.

2 · Changes to these conditions

- 2.1 We reserve the right on giving prior notice on the Website to alter these Conditions at any time (including altering our Acceptable Use Policy and other policies).
- 2.2 Any renewal of the Services will in any event be subject to Our then current Conditions.

3 · Your right to cancel

- 3.1 This clause 3 applies only if you are a "Consumer", which for the purposes of this clause 3 shall mean any natural person who is acting for purposes that are outside his or her business.
- 3.2 This Agreement will not start until We have completed a number of checks including (but not limited to) geographical coverage, credit, telephone line and an activation check. If following Our checks, We are satisfied that We are able to provide the Service(s) the Agreement will commence on the Start Date, although Our obligations will be subject to clause 5. However, Your obligations to Us regarding any Goods will start the day You receive that Goods pursuant to clause 6.
- 3.3 For the purposes of the Regulations:
 - 3.3.1 The supplier shall be Scottish Broadband Telecom;
 - 3.3.2 The address of the supplier shall be the correspondence address as set out in clause 1.2 above;
 - 3.3.3 Prices on the Website are updated periodically and cannot be guaranteed for any period of time and every effort is made to ensure prices are correct at the point at which the consumer places an order.
 - 3.3.4 Any complaints should be sent in writing to the supplier's correspondence address.
- 3.4 A Consumer will, subject to any exceptions or exclusions set out in the Regulations, be entitled to cancel the Agreement by serving a written notice of cancellation on Us at any time during the following Cancellation Periods:
 - 3.4.1 In the case of Goods, within seven working days after the day on which the Consumer receives the Goods;
 - 3.4.2 In the case of Services, within seven working days after the date You enter into a contract with Us.
- 3.5 In the event of cancellation by the Consumer, Goods must be returned to the Supplier's correspondence address. The Consumer will be liable for the costs of returning such Goods or the costs of the Supplier in recovering such Goods unless the Consumer has a right to reject the Goods under a term of these Conditions or under statutory right (including any right under the Unfair Terms in Consumer Contract Regulations).
- 3.6 The Consumer will not be entitled to cancel any contract for the supply of Services once the performance of the Services has begun.
- 3.7 Please note that We begin to perform Our VoIP Services as soon as You are notified to Your registered email address that Your account has been activated.

4 · Security

- 4.1 You must:
 - 4.1.1 keep Your username and password secure (and We may – or ask You to - change these at any time for good reason);
 - 4.1.2 if requested use Your username and password when giving instructions (and We are authorized to comply with instructions containing Your username and password);
 - 4.1.3 take reasonable steps in respect of matters in Your control to minimize any risk of security breaches in connection with the Services;
 - 4.1.4 notify Us of any unauthorised access to Your account which You believe may affect the overall security of Our systems; and
 - 4.1.5 comply with Our security checks.

5 · Services

- 5.1 We will supply the Services with reasonable skill and care.
- 5.2 However, We do not guarantee:
 - 5.2.1 that the Services will be uninterrupted, secure or error-free; or
 - 5.2.2 that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.
- 5.3 We do not provide a back-up of Your Data or guarantee the integrity of Your Data; however, We will use Our reasonable endeavours to provide copies of Data for disaster recovery purposes.
- 5.4 We may have to suspend the Services for repair, maintenance or improvement without prior notice. If so, We will restore them as quickly as is reasonably practicable.
- 5.5 Specific Conditions on the Provision of Telephony Services and Emergency Calls
By purchasing our Telephony Services (VoIP) you confirm that You understand that our services:
 - 5.5.1 may not offer all of the features You may expect from a conventional phone line;
 - 5.5.2 may sometimes be unavailable as a result of things over which We have no control, for example, the weather, power disruptions and failures of Your internet service provider (ISP) or broadband connection and You understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable;
 - 5.5.3 Where You use Scottish Broadband Telecom VoIP Goods and/or Services not in conjunction with a supported broadband (this typically being Your pre-existing router and/or broadband connection), there may be a greater likelihood of connectivity problems. These problems may affect quality of service, as well as reliability and robustness of service available via Your Scottish Broadband Telecom VoIP package.
 - 5.5.4 Connectivity to the public emergency services is subject to 5.5.2 above and, the phone number and location details will be provided only to the extent that is technically feasible. As a result, You may have to provide Your location information and phone number verbally to the Emergency Services operator.
 - 5.5.5 Where You use Your Scottish Broadband Telecom VoIP service outside of mainland England, Wales, Scotland and Northern Ireland, You may not be connected to the domestic emergency services upon dialling the appropriate emergency number.

- 5.5.6 For each Scottish Broadband Telecom VoIP extension or trunk that You utilise, You must register with Us the physical location where You will be using the Service. Your initial location will be registered as a part of subscribing to Our Services. It is Your responsibility to maintain the accuracy of Your location address contacting us if there are any changes. If You do not update Us with changes, it may or may not be possible for emergency operators and authorities to identify Your location and phone number when You dial 999/112. When You dial 999/112 You will need to state your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.
- 5.5.7 Emergency operators and authorities may or may not be able to identify Your phone number in order to call You back if the call is unable to be completed, is dropped or disconnected, or if You are unable to speak to tell them your phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold Your line open in the event that You hang up.
- 5.5.8 You agree to inform potential users of the Services of the above limitations and You understand and accept that You should always have an alternative means of accessing 999/112 emergency services.
- 5.5.9 If Scottish Broadband Telecom suspends or terminates the Service You may NOT be able to dial 999/112. In the event that You do not have any remaining credit on Your Scottish Broadband Telecom account, You will still be able to make 999/112 calls.

6 · Sale of Goods

6.1 Delivery Dates & Payment

- 6.1.1 Dates for Delivery and installation are estimated only and cannot be guaranteed.
- 6.1.2 Payment for Goods supplied by Us is pursuant to clause 16.

6.2 Risk and Title to Goods

- 6.2.1 Risk shall pass to You on delivery, but the Goods shall remain Our property until such time as full payment has been received.
- 6.2.2 You must inspect the Goods immediately upon receipt and raise a return under Our returns management process by contacting technical support via email or telephone. Damaged or faulty Goods cannot be returned without a valid returns reference number.

6.3 Delivery

- 6.3.1 Once We notify You that the Goods are ready for delivery or tending delivery of the Goods, You shall agree to accept delivery of the Goods forthwith. If You fail to give proper instructions (a correct location being the minimum proper instructions) or to accept delivery as aforesaid, You shall be deemed liable for all costs incurred by Us as a result of such failure which shall become immediately due and payable on demand, but such liability shall not affect Your obligation to purchase the Goods or Our right to damages for breach of such obligation.

6.4 Damage to Goods in transit

- 6.4.1 We shall have no liability in respect of Goods lost or damaged in transit unless and until You note such loss or damage on the delivery receipt and give notice thereof to Us and the carrier within five working days of delivery, or shorter period as may be required by the carrier's conditions of carriage.
- 6.4.2 Our liability in respect of Goods lost or damaged in transit shall be limited to replacing such Goods.

6.5 Guarantee and Exclusion of Liability for Goods

- 6.5.1 Goods supplied by Us typically carry a 1 year guarantee provided by the manufacturer, unless otherwise stated.

- 6.5.2 You shall not be entitled to claim under the guarantee unless the Goods have at all times been stored and used correctly, in proper conditions, in accordance with any instructions supplied as to their use, and with normal practices relating to Goods of the type in question.
- 6.5.3 You shall give immediate notice to Us of any defects in the Goods falling within the guarantee.
- 6.5.4 Our liability under the guarantee is limited to the replacement of the defective item or to the repair of any defect caused by defective workmanship. We shall not be liable for any loss of profits or damages or expenses occasioned by such defects.
- 6.5.5 Save as aforesaid We give no guarantee as to the Goods but We will use Our best endeavours to secure for You the benefit of any guarantee, warranty or assurance provided by the manufacturer of the Goods.
- 6.5.6 We shall have no further liability in respect of the Goods or any other defects therein (including liability for negligence) and all conditions and warranties whether express or implied by law as to the quality of the Goods or their fitness for a particular purpose, or as to the design, workmanship and manufacture thereof and the materials used therein, or as to the validity of patents or licences or otherwise in any way are hereby expressly excluded, except to the extent that this paragraph may be held not to satisfy any requirement of reasonableness imposed by the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof.
- 6.5.7 We shall have no liability for any information or advice given in connection with the supply of Goods.
- 6.5.8 Except to the extent that this paragraph may be held not to satisfy any requirement of reasonableness imposed by the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof, We shall not be responsible for any injury, damage or loss caused directly or indirectly by the Goods whether as a result of their operation or use or otherwise and whether as a result of any defect therein or otherwise, and the customer shall indemnify the Company against any claim ensuing from any such injury damage or loss.
- 6.5.9 Without prejudice to the generality of the foregoing We shall not be liable for any consequential loss including but not limited to loss of profits.
- 6.6 Returns
- 6.6.1 Where You receive Goods as a Consumer, pursuant to the Distance Selling Regulations, You are required to take reasonable care of Goods You intend to return whilst in your possession.
- 6.6.2 Where You receive Goods not as a Consumer (that is, within the course of a trade or business) no Goods supplied by Us shall be accepted for replacement without Our prior consent. You must take reasonable care of such Goods whilst in Your possession. This does not affect Your statutory rights.
- 6.6.3 Overseas Customers - Unless otherwise agreed with Us in writing, You shall be responsible for all duties, levies, imposts, taxes or other liabilities arising on the exportation of the Goods from the United Kingdom and importation of the Goods overseas.

7 · Lease of Goods

- 7.1 Our Hosted VoIP Services (HV.Select) are generally supplied through dedicated hardware Devices (desk and wireless handsets), specifically engineered to comply with the stringent security demands of such service.
- 7.2 These Devices are subject to a minimum of a 3 (three) years Lease Contract. These Devices remain property of Scottish Broadband Telecom through the duration of the Lease.
- 7.3 Should the Client wish to terminate the HV.Select Service before the natural expiry of the three year Lease, the remainder of the fees for the three years Lease will be due immediately as an Early Termination Fee.
- 7.4 When the three year Lease period ends, or the Early Termination Fee has been received, the Devices become Property of the Client.
- 7.5 For obvious Health & Safety reasons, the Devices cannot be retired by Scottish Broadband Telecom except if the Devices have been left unused, unopened and still in their original, sealed box.
- 7.6 At any point through the duration of the HV.Select VoIP Service, the Client can choose to purchase the Devices outright. The Purchase Price will be the 75% of the fees for the remainder of the Lease period.

8 · Complaints and Dispute Resolution

- 8.1 Scottish Broadband Telecom are committed to providing excellent service and endeavour to deal with any complaint fairly and within a reasonable period of time. However, should a customer remain dissatisfied with any aspect of our service, they are welcomed to contact Us whereupon We will do Our utmost to resolve the problem as quickly as is reasonably practicable. We operate a complaints procedure to help ensure that any complaints are dealt with efficiently and to Your satisfaction.
- 8.2 If You have a problem with the way We have sold, provisioned or delivered the service to You, You should:
 - 8.2.1 In the first instance, telephone Us on 01738 211211 or write via email to contact@scotbbtel.co.uk. We aim to respond to You within 24 hours. Our customer service staff will do their utmost to successfully resolve any problems at that point. If, however, Your problem cannot be resolved during the phone call, We will agree a course of action with You. If You remain unhappy with the way in which Your complaint has been handed in the first instance, You may escalate Your concern to the Managing Director by emailing administration@scotbbtel.co.uk. We aim to respond to You within 48 hours.
 - 8.2.2 Please note that in all cases, We ask that You mention Your customer reference number in all correspondence, and that You work with our management team to resolve Your concern.

9 · Your obligations

- 9.1 You must comply with Our reasonable instructions and requests concerning the Services.
- 9.2 You must provide Us with up to date contact details of at least one, possibly two named representatives with whom We are authorised to deal (including email addresses) and promptly notify Us of any changes. We rely on this information for various reasons including the transmission of renewal notices and other important information concerning the Services.
- 9.3 You must comply with Our Acceptable Use Policy and bring it to the attention of Your authorised users.
- 9.4 You are responsible for all persons who use Your username and password to access the Services, whether authorised or not, unless acting on Our behalf.

- 9.5 There is a risk that Data generated, stored, transmitted or used via or in connection with the Services may be irretrievably damaged or lost if there is a fault or on suspension or termination. You must frequently back-up all such Data that You wish to save.

10 · Restrictions

- 10.1 You must refrain from engaging in unlawful activities via Your use of the Services.
- 10.2 You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services.
- 10.3 You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.
- 10.4 You must not use the Services to send bulk unsolicited commercial messages or telephone calls.
- 10.5 You warrant that Your use of the Services will not infringe any third party intellectual property or other rights.
- 10.6 You must not embark on any course of action, whether by use of Your fax, telephone or any other means, which may cause a disproportionate level of activity (for example, causing mail bombs, denial of service attacks or encouraging large numbers of inbound phone calls) without providing Us at least seven days prior notice in writing. If You give notice or We otherwise become aware of such disproportionate use We may:
- 10.6.1 move Your service to a dedicated service level and charge You the appropriate rate for such level; or
 - 10.6.2 terminate some or all of the Services forthwith.
- 10.7 For all VoIP Services (HV.Select or SIP trunks) we will consider the use of more than 2 concurrent calls per extension to be a disproportionate level of activity.

11 · Data

- 11.1 We may access, copy, preserve, disclose, remove, suspend or delete any Data:
- 11.1.1 if We are required to do so by applicable law or competent authority; or
 - 11.1.2 if it is otherwise permitted under these Conditions; or
 - 11.1.3 if such Data is prohibited under these Conditions.

12 · Personal Data

- 12.1 We will process Your Personal Data only in compliance with Our GDPR compliant privacy policy, which is available at <http://www.scotbbtel.co.uk/privacy.pdf>.
- 12.2 You consent to such processing and confirm that You have shown Our privacy policy to, and obtained similar consent from, any third party individuals whose Personal Data You have supplied to Us and will continue to do so in the future.
- 12.2.1 Data Retention: This section makes reference to, and should be read alongside, Our Privacy Policy.
 - 12.2.2 All Personal Data is retained and otherwise handled in a manner fully compliant with GDPR.
 - 12.2.3 Personal Data which is retained by Scottish Broadband Telecom: We store voicemail, call recordings, call data records, invite logs, invoices and received faxes.
 - 12.2.4 Period of retention of Personal Data: Call records will be retained for 12 months, Voicemail messages, received faxes and call recordings will all be kept for a period of 2 weeks.

13 · Limitation of liability

- 13.1 Nothing in these Conditions in any way excludes or restricts Our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumers' statutory rights.
- 13.2 Our liability in contract, tort (including negligence) or otherwise in connection with these Conditions for any one event or a series of events is limited to the price of the Goods, or 100% of the payment we received from You for the Services in the month before the event(s) complained of.
- 13.3 In no event (including our Own negligence), and even if We have been advised of the possibility of such losses, will we be liable for any:
- 13.3.1 economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings);
 - 13.3.2 loss of goodwill or reputation;
 - 13.3.3 special, indirect or consequential loss; or
 - 13.3.4 damage to or loss of Data.
- 13.4 We have no liability for goods and services provided by third parties.
- 13.5 To the maximum extent allowed by law, We exclude all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose. Consumers' statutory rights are unaffected.

14 · Indemnity

- 14.1 You will indemnify Us against all claims, damages, liabilities, costs (including reasonable legal fees) directly or indirectly related to Your use of the Goods, Your use of the Services or breach by You of these Conditions.

15 · Payment

- 15.1 You must pay the fees (together with VAT and any applicable taxes) specified on your invoice when You order Goods or order or renew any Services.
- 15.2 Payment for Goods and Services shall be made:
- 15.2.1 by MPay, BACS, Standing Order, PayPal, credit or debit card; and
 - 15.2.2 in advance or, if We agree to credit terms, within 14 days of Our invoice tax date.
- 15.3 Payment must be made without deduction or set-off.
- 15.4 All fees are non refundable unless otherwise stated.
- 15.5 All fees remain payable where We suspend the Services in accordance with these Conditions.
- 15.6 We may impose a credit limit on Your account and/or require a deposit as security for paying bills.
- 15.7 For the avoidance of doubt, Services purchased which are subject to advanced payment (as clearly described on the relevant product description on your invoice) and are not cancelled within the Cancellation Period are not refundable and associated monies shall be used by Us to discharge Our administrative expenses arising out of the termination of the Agreement.

16 · Duration and termination

- 16.1 All Services will be subject to an initial minimum contract periods of 12 months, and shall continue thereafter on a rolling monthly basis unless and until terminated in accordance with clause 16.2 and 16.3.
- 16.2 Subject to clause 16.1, either party may terminate this agreement (as regards some or all of the Services) at any time for any reason by giving to the other 30 days written notice.
- 16.3 We may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:
- 16.3.1 if You breach any of the terms and obligations under these Conditions and, if remediable, having received from Us a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;
- 16.3.2 if You are subject to a resolution for winding up, or a petition for bankruptcy or liquidation, or there is a proposal or you enter into any arrangement or composition with Your or for Your creditors, or a receiver or liquidator or trustee in bankruptcy is appointed over You or any of Your assets or any similar circumstances; or
- 16.3.3 if We are required to do so by a competent or regulatory authority.
- 16.4 On termination of this agreement or suspension of Services for any reason:
- 16.4.1 We may immediately stop supplying, and may terminate access to, the relevant Services. This may involve irretrievable damage to or loss of Data generated, stored, transmitted or used via or in connection with the Services and / or We may destroy any such Data;
- 16.4.2 all licenses granted by Us to You will terminate;
- 16.4.3 any fees due remain payable and, if already paid, will be non-refundable unless You have cancelled this agreement in accordance with clause 3.1;
- 16.4.4 Your accrued rights and liabilities will be unaffected.
- 16.5 When services are suspended due to a delayed or missing payment, reactivation of the services is subject to:
- 16.5.1 immediate full payment of the due fees;
- 16.5.2 a Reconnection Fee of £10.00 charged on the next invoice.

17 · Confidentiality

- 17.1 We both agree not to use for any purpose a part from this agreement or disclose any Confidential Data received from the other party. "Confidential Data" means Data identified as, or which clearly is, confidential.
- 17.2 This clause does not apply to Data which:
- 17.2.1 enters the public domain other than through breach of this clause;
- 17.2.2 is or becomes independently known to the receiving party free from any confidentiality restriction;
- 17.2.3 is required to be disclosed by applicable law or competent authority;
- 17.2.4 is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;
- 17.2.5 is reasonably disclosed to professional advisers; or
- 17.2.6 We are otherwise permitted to disclose in accordance with these Conditions.

18 · Notices

- 18.1 You should send any notices under these Conditions to the correspondence address, fax or email address given at the top of these Conditions.
- 18.2 We shall send any notices in accordance with the most recent contact information which You have provided to Us.
- 18.3 Notices may be sent by hand, recorded delivery, fax or email and shall be deemed to be received:
- 18.3.1 by hand - when delivered, provided or handed to a responsible person for the party;
 - 18.3.2 recorded delivery - five days after posting and against proof of postage;
 - 18.3.3 fax - when the sender receives an error-free transmission report; or
 - 18.3.4 email - on the day sent and confirmed by a read receipt.

19 · General

- 19.1 These Conditions represent the entire agreement of the parties relating to its subject matter. It supersedes all prior agreements and representations (unless fraudulent) and You acknowledge that that no reliance is placed on any representation made but not embodied in these Conditions, save for those made fraudulently. We are not bound by, nor should You rely on, any oral representations or representations by any agent or employee of any third party You may use to apply for our Services.
- 19.2 If any part of these Conditions is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.
- 19.3 You may not assign these Conditions or subcontract or resell any of the Services without Our prior written consent. We may assign these Conditions or subcontract any of the Services.
- 19.4 We shall not be liable for failure to perform or delay in performing any obligation under these Conditions if the failure or delay is caused by any circumstances beyond Our reasonable control, including but not limited to failure of any communications, telecommunications or computer system.
- 19.5 No firm, person or company which is not a party to these Conditions shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions.
- 19.6 The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.
- 19.7 Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between You and Us.

20 · Choice of law

- 20.1 This agreement is governed by Scottish law and is subject to the exclusive jurisdiction of the courts of Scotland.