

Terms & Conditions

These terms and conditions (“this Agreement”) constitute the contract governing the supply of telecoms services (“the Services”) by us to the person to whom such Services are provided (“the Customer” or “you”). If you use any premium rate services supplied by 08Direct Ltd, then you will be required to sign a separate agreement so as to comply with PhonepayPlus regulations. Some terms and conditions may vary from time to time as described below. This Agreement comes into force once we have accepted your order for the Services. By submitting this order, you agree to these terms and conditions. If you are registering or purchasing this product on behalf of someone else, you undertake to ensure that they are aware of and agree to these terms and conditions. We will provide acceptance of the order by post or email, sent to the email address you supplied at sign-up.

1. Services

We will supply the Services in accordance with this Agreement. In doing so, we shall exercise the reasonable care and skill expected of a telecommunications operator, but no telecommunications service can be supplied without occasional faults. We will attempt to remedy any faults as soon as we can reasonably do so.

From time to time, we may vary some aspects of the Services, but we will try to inform you of these changes. Occasionally, we may suspend the Services due to operational or technical reasons. If this occurs, we will try to inform you and we will attempt to restore the Services as soon as we reasonably can.

You may purchase additional Services from us, which will also, once we have accepted an order, be subject to this Agreement.

For customers who make use of the Services to a large extent, we may require you to provide us with forecasts of usage, to ensure that we can continue to supply the Services at a high level of quality.

We help customers manage their services by means of our web-sites (the “Web Control Pages”). These Web Control Pages will be protected by one or more passwords. You are responsible for the security of these passwords and must not disclose them to other parties. If you or we suspect that a password has become known to an unauthorised party, you or we must change that password.

Some of our Services allow you to record telephone calls. You agree that you have sole responsibility for any recordings made and undertake to comply with all relevant laws and regulations relating to the making and use of recordings.

Although it may be technically possible to use our Services from locations other than the UK, the Services are only sold for use within the UK. 08Direct Ltd will take no responsibility for any failures or quality limitations if any of our Services are used in other locations.

2. Reservations and Activation of reserved numbers

You may reserve up to six numbers, regardless of the type of numbers (Bronze, Silver or Gold) that you require. If you require more numbers than this, please contact us via email at info@08direct.co.uk or call 0844 504 4000.

You can book your numbers at any time online. Alternatively, you may reserve your numbers via our call centre from 9:00 am to 6:00 pm, Monday through Thursday and until 5.00pm on Friday. Any free services will be mapped automatically and your number will be activated immediately. Numbers and/or associated services that incur a monthly charge will require the Direct Debit mandate to be completed and returned before the service(s) will be activated.

3. Charges and Payments

The prices displayed on the website are the prices you pay. Any non-geographic numbers and associated services that are denoted as free of charge will continue to be free as long as the usage threshold is achieved.

In the case of any number being registered on the website, which is not accompanied by a pay-monthly package, we require that number to be used within 30 days from activation. If the number has no usage within 30 days we may deactivate it. This number will then be available for other customers to register.

If after 3 months, a number that is not accompanied by a pay-monthly package is deemed inactive (less than 10 minutes a day), you may be asked to move onto a package to cover the cost of maintaining your number and associated services. The Low User package is priced at £4.99 per month.

Once your number reaches an active level (10 minutes plus a day) for 3 consecutive months, you can cancel your direct debit.

Usage and recurring charges will be billed to you monthly, with an interim bill being levied if your account exceeds a pre-set limit. Recurring charges are normally payable monthly in arrears. We reserve the right to charge you interest on any unpaid amounts at a rate equal to three per cent above the base rate from time to time of Barclays Bank PLC. We also reserve the right to suspend your use of the Services without notice if bills are unpaid.

Your first Direct Debit payment for new accounts will be taken from your nominated bank account simultaneously with the second month's Direct Debit payment. For example, if an account was opened in January, payment for that month will be taken alongside February's payment in March.

We will send a VAT invoice by email notification to your current email address as held on our system, 10 working days prior to collection. You must inform us promptly if you believe the bill to be incorrect, and it is your responsibility to keep your e-mail address and payment details up to date. In the absence of obvious error, the records which we collect of the usage of the Services will be considered to be correct.

4. Service Misuse

You must not misuse the Services or permit anyone else to misuse them. Examples of misuse are:

- Sending messages or making communications which are offensive, abusive, indecent, defamatory, obscene or menacing;
- Using the services for fraudulent, illegal or immoral purposes, or to cause annoyance, inconvenience or needless anxiety;
- Failing to carry out any reasonable instructions from 08Direct Ltd which we believe to be necessary in the interests of safety or to maintain the quality of the Services;

You must, at all times, ensure that you use the services (including any telephone numbers, IP Addresses etc supplied by us) in accordance with all applicable laws and regulations.

We may suspend your use of the Services or terminate this Agreement if you misuse the Services or use them in contravention of any applicable law or regulation.

Our relevant services are regulated by PhonepayPlus (formerly ICSTIS) and we fully support the Code of Practice, available at www.phonepayplus.org.uk, which contains the rules governing the content and promotion of premium rate services.

We cannot be held liable for any regulatory or legal action taken as a result of non-compliant services created by you via our customer management portal. Please seek specific advice on regulatory compliance directly from PhonepayPlus.

5. Indemnity

The Customer indemnifies 08Direct Ltd against any claims or legal proceedings (including damages, costs and expenses) arising solely from the Customer's use of the Services which are brought or threatened against 08Direct Ltd by any third party, including any loss, damage or expense as a result of:

- any unauthorized access to, or use or misuse of, the Services by any employee, agent or subcontractor of the Customer; or
- any unauthorized access to, or use or misuse of, the Services by any third party if such access, use or misuse was permitted or facilitated by such employee, agent or sub-contractor.

6. Complaints

If you have a complaint about the service, then you should inform us at complaints@08direct.co.uk. However if we are unable to resolve the dispute with you, or you are not satisfied with our handling of the dispute after 40 working days, then you may be entitled to use our arbitration service provided by Ombudsman Services (formerly Otelo, www.otelo.org.uk, now www.ombudsman-services.org) which has been approved by Ofcom.

7. Use of Personal Information

We want you to feel confident about the privacy and security of your personal information. Any information ("information") which you give to us or which we obtain or receive about you or which you give to our sub-contractors or agents, will be held and processed by us by computer or otherwise, and all reasonable care will be taken to prevent any unauthorised access to your personal information.

We take the privacy of our customers very seriously and will never disclose your information to third parties for commercial gain. **However, we may use your information:**

- to help us detect fraud or loss
- for credit clearing purposes
- to assess your needs and to keep you informed of other products and services (including those supplied by third parties) which may interest you,
- for statistical analysis, management and planning in connection with our business

8. Intellectual Property Rights

Where software is supplied to enable the Customer to use the Services 08Direct Ltd grants the Customer a non-exclusive, non-transferable license to use the software for that purpose only. The Customer shall not copy, modify, reverse engineer, decompile or otherwise endeavor to obtain the source code of the software except to the extent permitted by law.

All intellectual property rights in the software shall remain the property of 08Direct Ltd or its licensors. The Customer shall sign any agreement required by the owner of the intellectual property rights in the software to protect such rights.

The intellectual property rights relating to recordings supplied by 08Direct Ltd for use by the Customer remain with 08Direct Ltd and are not transferable.

9. Confidentiality

The parties will keep confidential any information of a confidential nature obtained under this Agreement (whether written or oral), including but not limited to the prices payable by the Customer for the Services, and will not disclose such confidential information to any person (other than their employees who need to know the information for the purpose of this Agreement and who are under a duty of confidentiality equivalent to this Clause 9 without the prior written consent of the other party).

This Clause 9 will not apply to any information which has been published other than through a breach of this Agreement, information lawfully in the possession of the recipient before this disclosure under this Agreement took place, information obtained through a third party who is free to disclose it and information which a party is required by law to disclose.

All reasonable care will be taken to ensure confidentiality of information during and after the purchase process via appropriate security measures.

10. Limitation of Liability

08Direct Ltd will only be liable to the Customer for claims made in writing within six months of the date on which the Customer becomes aware, or ought reasonably to have become aware, of the grounds of such claim. Otherwise, and subject to the next paragraph, 08Direct Ltd's total liability to the Customer in connection with this Agreement, whether in contract, tort or otherwise is limited to £1,000 in respect of any single occurrence or series of occurrences whether successive or concurrent in any twelve month period.

08Direct Ltd shall not in any circumstances be liable to the Customer whether in contract, tort or otherwise for direct or indirect loss of profit, loss of anticipated business savings or wasted expenditure or for any indirect or consequential loss, corruption or destruction of data whether or not 08Direct Ltd was advised or aware of the possibility of such damage, losses or expenses.

Nothing in the foregoing shall operate to exclude or limit 08Direct Ltd's liability for personal injury or death caused by its negligence.

11. Termination

Cancellation of any 08Direct Ltd number package is subject to 30 day notice period, notification of when you want this period to commence can be done via email to cancellations@08direct.co.uk, or by mail to the address below:

08 Direct Ltd Cancellations
Mazhar House
48 Bradford Road
Stanningley
Leeds
LS28 6DD

All 08Direct number packages are billed in arrears, so a direct debit payment will be taken a month after cancellation to bring the account up to date.

Either we or you may terminate this Agreement with immediate effect by giving written notice to the other if the other:

- commits a material breach or persistent breaches of this Agreement (including a failure to pay any sums due under this Agreement) and, where such breach is capable of being remedied, fails to do so within 14 days of written notice to do so;
- is subject to bankruptcy or insolvency proceedings, becomes insolvent, makes any composition or arrangement with or assignment for the benefit of its creditors, or goes into either voluntary (otherwise for reconstruction or amalgamation) or compulsory liquidation, or a receiver or an administrative receiver is appointed over its assets.

08Direct Ltd may (without losing or reducing any other right or remedy) suspend the Services in whole or in part without notice if:

- within 10 days of a written demand being sent to the Customer, at the current e-mail address which you have notified to us, you fail to pay any charges due to 08Direct Ltd under this Agreement
- the Services are used in breach of Clause 4



let your number do the talking

08Direct Ltd may terminate this Agreement with immediate effect on written notice in order to comply with the decision or action of a competent regulatory authority.

There is a minimum contract period after which the Customer may terminate this Agreement subject to a notice period. The minimum contract period and the notice period are set out in the order form that you complete, whether online or on paper.

Unless the Service is terminated by us without cause you shall not be entitled to a refund of any charges paid. In order to ensure efficient use of number capacity, 08Direct Ltd reserves the right to recover numbers that remain unused for a continuous period of at least six months.

12. Amendment

We reserve the right to add to and/or amend the terms of the Agreement at any time in which case the changes shall be notified to the Customer by posting on the 08Direct Ltd website and shall become effective 14 days from the date of posting.

13. Miscellaneous

Some services, including delivery of calls to Emergency Services, are provided on behalf of 08 Direct Ltd by other service providers who are approved by Ofcom as a provider of Publicly Available Telephone Services. 08Direct.co.uk is a trading name of 08Direct Ltd, **06428331**.

14. Notices

A notice given under this Agreement must be in writing and may be delivered by hand or sent by email, facsimile or post to the addressee at any e-mail address, facsimile number or postal address supplied previously for this purpose. Any such notice shall be deemed to be served (in the case of post) at the start of business on the next business day and (in the case of e-mail or facsimile) at the time of transmission.

15. Assignment

The Customer must not assign or otherwise transfer any of its rights or obligations under this Agreement.