



High Tide Standard VoIP Terms and Conditions

This Agreement ("Agreement") is between High Tide Group Limited, a trading name of High Tide Consulting Limited ("High Tide") and ("Customer"). The parties agree as follows:

Important Information

The Customer acknowledges that this is a Voice over Data Network service, and as such, it is dependent on the Customer's connection to the data network and the data network itself. The Customer's service may therefore cease to function if there is a power failure or a failure in the underlying data network.

The Customer understands and acknowledges that this service 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.

The Customer understands and acknowledges that the address provided by the Customer will be passed to the Emergency Services and will be used in location finding during a 999 call. The Customer understands and acknowledges that the address provided is the location that the service will be used and that it is the Customer's responsibility to notify High Tide of any changes to this information.

Services

Subject to the terms and conditions of this Agreement, High Tide will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. High Tide shall take all due care in the provision and maintenance of the service to provide quality and reliability. In the event of any failure or malfunction within our networks High Tide shall then correct any failure or malfunction as soon as is reasonably practical.

Term

The initial term of this Agreement shall be one calendar month ("Initial Term"). The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until High Tide receives and accepts a completed Order from the Customer.

High Tide reserves the right to reject any submitted Order for any or no reason prior to acceptance by High Tide. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of equal length as the Initial Term unless terminated or cancelled by either party only as provided in the 'termination' paragraph below. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

Fees and Payments

All fees for Services rendered or provided to the Customer shall be in accordance with High Tide's price list then in effect. A price list setting forth High Tide's current rates for Services is available on the web site.

High Tide may, at any time, amend the Services and/or the rates and fees it charges for the Services and will give the Customer no less than 20 days notice of such changes.

All users signing up for the High Tide 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 Customer agrees to abide to the terms and conditions.

When the Customer purchases services the Customer will grant High Tide continuous authority by direct debit until such time as the services are cancelled by the Customer and any outstanding monies have been paid to High Tide. This includes all administration, porting fees and hardware supplied including but not limited to handsets.

Invoices will be issued in arrears on the last working day of each month and the amount owing will be debited from the Customer's account on the 15th of the month following the month in which the goods and services were supplied.

Should the Customer choose to cancel the Customer's monthly services then High Tide's continuous authority will cease on the date all outstanding monies are paid to High Tide. Part month refunds are not given.

In the event that High Tide are unable to take a direct debit payment from the Customer then the Customer will be informed by email and will be prompted to make a payment immediately for Service(s) to continue. Unpaid items will be marked as expired and the Customer prompted to renew.

A monthly £5 administration surcharge will be added to the Customer's account if they choose not to pay by direct debit.

In the event that any amount due to High Tide remains unpaid, High Tide, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services and will take action to recover the outstanding amounts

All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of High Tide) shall be paid by the Customer.

Security of Service

The Customer is wholly responsible for the safety and security of their High Tide account and the equipment used by them to access the High Tide network and services and must put in place such safeguards as necessary to prevent unauthorised use. High Tide accepts no responsibility for costs incurred by the Customer from unauthorised usage of a Customer's account

High Tide reserves the right to check the security of a Customer's equipment or devices used to connect to its network if it reasonably believes that equipment on the Customer's network may be at risk from external attack (hacking) or if they believe that its terms and conditions of use are not being followed.

Content and Customer's Responsibility

High Tide will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. High Tide shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.

Any Customers causing in appropriate CPU (central processor unit) usage, system load, performing any illegal activities or misusing 999 / 112 services will be immediately suspended.

Non-UK Telephone numbers: When ordering non-UK telephone numbers you are obliged to conform to the telephone numbering regulations of the country concerned. This will normally mean that you must use the service from within the geographic numbering range you wish to order and should you should register an account with High Tide from an address covered by the number range. Failure to do this may result in the loss of your number.

Music on Hold. Licences: High Tide's custom Music on Hold service is a storage only system. You are wholly responsible for ensuring that you have the appropriate rights and licences to play the music that has been uploaded. If in doubt, consult the Performing Rights Society.

Take Down. We will remove any content that is contrary to UK law, or considered inappropriate or indecent without consultation or prior notice and at our sole discretion.

Customers are responsible for the security and integrity of their own systems and network infrastructure. When contacting our Customer services department you will be asked security questions. Customer services staff will never ask for these by email or any other method of communication.

We will only discuss and take instructions from Customers who are able to answer the security questions or by contacting us by email from the address that their account is registered to.

Customers are required to keep their Customer details safe and secure and are responsible for security and integrity of their own local network and email addresses.

From time to time, High Tide will email its Customers with information that it judges necessary for the ongoing upkeep and maintenance of their accounts and with information about changes, updates and new services that have become available. The Customer agrees to accept these emails unless and until they cancel all active services on their account.

No Warranty

The Customer agrees to use all High Tide Services and facilities, and any information obtained through or from High Tide, at Customer's own risk. Customer acknowledges and understands that neither High Tide, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement. High Tide specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

Limited Liability

Under no circumstances, including negligence, shall High Tide, 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 High Tide's' records, programs or services.

High Tide 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.

Indemnification

The Customer shall defend, indemnify, save and hold High Tide harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against High Tide, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

Termination

This Agreement may be terminated: (i) by either party, without cause, by giving the other party 30 days prior written notice; (ii) by High Tide, at any time, upon 20 days' prior notice if in the sole judgment of High Tide, the Customer breaches any material provision of this Agreement and has not cured same by the end of the 20 days; (iii) by High Tide in the event of non-payment by the Customer as provided in the Fees And Payments section above; and (iv) by High Tide, at any time, without notice, if, in High Tide's sole judgment, the Customer is in violation of any terms or conditions of High Tide's Usage Policy.

Additional Terms and Conditions

The Customer hereby acknowledges that the Customer has seen and reviewed a copy of High Tide's "Usage Policy" provided on the High Tide website and that the terms of the Usage Policy are incorporated herein by reference. High Tide reserves the right to amend these terms & conditions and the Usage Policy from time to time and the Customer shall be bound by any such amendments. The Customer shall have the obligation to periodically visit High Tide' Web site to review the terms and conditions and its Usage Policy and to make certain that the Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern.

Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to High Tide shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party. All notices delivered in writing must be sent either by overnight courier or certified mail, return receipt requested. Evidence of successful transmission of all notices delivered by email must be retained by the delivering party.

Miscellaneous

This Agreement sets forth the entire agreement between High Tide and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without High Tide's prior written consent. This Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of High Tide's services.

Refund Policy

Equipment Purchase: High Tide will honour their money back guarantee when the Customer has returned all equipment that has been supplied to them. If you have simply changed your mind about any item ordered, and you wish to return it, you can do so provided you inform us of your decision within 14 days of receipt. The item must not be used and must be 'as new' when returned to us.

Once we have received the item, we'll issue a refund for the product. All equipment must be returned complete and in its original packaging and in an "as new condition" With the exception of goods delivered incorrectly or that are faulty on arrival, the cost of return carriage is your responsibility.

Services: Part month refunds are not given.

Dormant Accounts

Any 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.

Call Recording

Please note that calls to High Tide may be recorded to help us in dispute resolution and for training purposes.

Porting Numbers Away From High Tide

We will only accept porting instructions from the individual named on the High Tide account.

In the event of a dispute over the Customer's right to port, the original name on the account will be taken as ownership and the Customer may be asked for proof of identity before any porting request is accepted.

Dispute Resolution & Contact Information

In the event of a dispute between High Tide and the Customer, the Customer in the first instance should contact High Tide direct. Full company details are shown below.

High Tide Group Ltd
Lingfield House
Lingfield Point
Darlington
DL1 1RW
United Kingdom

Registered Number: 06602595
VAT Registration Number: 945396092

Telephone: 01325 952123/0845 8624456
Email: info@hightidegroup.net

Signed by

Name:

Position:

Company:

Date: