



IF THESE TERMS AND CONDITIONS ARE TOO SMALL FOR YOU TO READ COMFORTABLY PLEASE CALL CUSTOMER SERVICE ON 0203 011 1302 / 0844 811 9471 / 73 AND WE WILL SEND YOU A LARGER PRINT VERSION. OUR CURRENT TERMS AND CONDITIONS AND FULL DETAILS OF ALL PRODUCTS AND SERVICES ARE ALWAYS AVAILABLE ON THE METPLUS TELECOM WEBSITE WWW.METPLUSTELECOM.CO.UK. AND ARE DEEMED INCORPORATED HEREIN THE SERVICES MAY BE PROVIDED TO YOU ON A FREE OR TRIAL BASIS AT THE SOLE DISCRETION OF METPLUS TELECOM.

1. Definitions

- a) “Act” means the Communications Act 2003 and any amendments to Airtime Service Provider.
- b) “Airtime Service Provider” means a third party supplying airtime services to the Customer.
- c) Metplus Telecom means Metplus Telecom Limited also trading as Metplus Telecom whose registered office is at 2 Bridge Avenue, Maidenhead Berkshire SL6 1RR, United Kingdom PHONE: 0203 011 1302.
- d) “Customer” means the person so named on the agreement. Metplus Telecom reserves the right to deal with anyone reasonably appearing to Metplus Telecom to be acting with the Customer’s authority.
- e) “Direct Debit” means any request(s) for any payment or series of payments by bank direct debit payment method.
- f) “Equipment” means any equipment or product supplied by Metplus Telecom or any third party on behalf of Metplus Telecom to the Customer.
- g) “Minimum Term” means the period of 12 months from the Commencement Date or such other period as is prescribed for the relevant service or as is otherwise detailed overleaf.
- h) “Services” means the provision of telecom services and/or Equipment and/or fraud monitor and services provided by us relating to the Internet and any related service provided by Metplus Telecom to the Customer under this agreement.

2. The Services and Equipment

2.1. Save as provided in these terms and conditions Metplus Telecom shall provide the Customer with such Services and Equipment as are requested by the Customer and any use of the Services or payment for the Services is deemed acceptance of these terms and conditions. In respect of fraud monitor and other services, the additional terms and conditions set out on our website shall be deemed to be





incorporated herein. Metplus Telecom shall only become liable to supply Services to the Customer once satisfactory responses to credit checks and criminal bureau checks have been received by Metplus Telecom and (where appropriate) any airtime service provider. Metplus Telecom will monitor and record information relating to a customer's trade performance and such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.

2.2. The Customer shall be responsible for the safekeeping and proper use of the Services and any related Equipment after installation of the Services and the Customer undertakes in particular

2.2.1. Not to cause any attachments other than those approved for connection under the Act to be connected to any Equipment.

2.2.2. Not to contravene the Act or any other relevant regulations or licenses.

2.2.3. Not to allow any unauthorized access to the Equipment or the Services.

2.3. Any Equipment supplied by Metplus Telecom further to a rental agreement remains the property of Metplus Telecom and must be made available for collection on the expiry or termination of this agreement.

2.4. The Customer shall not publicize any number in any way or commit to any advertising or publicity until such time as it has received from Metplus Telecom in writing confirmation that the number is live and tested. Metplus Telecom will use reasonable endeavours to provide you with the Services by the dates agreed with you and to continue to provide the services until this agreement is terminated. Metplus Telecom will not be liable for any loss or damage should the Service not commence or restart on the agreed date. Where Metplus Telecom is supplying network services as part of the Services the Customer must provide to Metplus Telecom details of all the related services

2.5. Date of Contract being the day the contract was set up.

2.6. It wishes to receive relating to any telephone number that the Customer wishes to use. Metplus Telecom will provide network Services through such party as it deems appropriate.

2.7. The Customer shall give Metplus Telecom at least 30 days' written notice in the event that above average use of the Services is likely to occur. Metplus Telecom shall not be liable for failure/withdrawal of any part of the Services should such notice not be given. Metplus Telecom's acceptable use policy and fair usage policy form part of this agreement and includes any restrictions imposed on Metplus Telecom by the provider to it of the Services and/or Equipment and Designed to protect the level & Quality of the service that Metplus Telecom offers to all of its customers and permits Metplus Telecom approximate only and that the level of





service that can be obtained by the Customer will be to regulate the Customer's use of the Services. The Customer acknowledges that, in respect of any broadband speeds, any speeds quoted by Metplus Telecom dependent on factors outside the control of Metplus Telecom including but not limited to the geographical proximity of the Customer to the local exchange and the quality of the infrastructure serving the Customer's premises.

2.8. The Customer hereby specifically authorizes Metplus Telecom to send/resend CPS during the continuance of this agreement and hereby waives Metplus Telecom's obligation to notify it of the same being done. If the Customer wishes to receive such notification, then it must so inform Metplus Telecom in Writing

2.9. Where the Customer is a consumer within the definition of the OFcom regulations the Customer has the right to cancel the agreement within 10 working days of the date of the contract. Cancellation can be made by notifying Metplus Telecom by fax, email or telephone. Any services used within this period will be chargeable. Any third party costs incurred by Metplus Telecom within this period at the request of the Customer will be chargeable. Cancellation charges may apply if the service is terminated outside of prescribed timescale.

2.9.1. Where the Customer is not a consumer within the definition of the OFCOM regulations but is entitled or permitted by Metplus Telecom to cancel the agreement during an initial cancellation period, any services used within this period will be chargeable and any third party costs (including cancellation fees) incurred by Metplus Telecom within this period at the request of the Customer will be chargeable. Cancellation charges may apply if the service is terminated outside of prescribed timescale.

2.10. Where the Customer is a consumer within the definition of the OFCOM regulations the Customer has the right to take unresolved complaints to an approved Alternative Dispute Resolution agency eight weeks after the complaint was made. CISAS and OTELO is an independent approved Alternative Dispute Resolution agency which provides this service free of charge.

2.11. You agree that we may prevent your transfer to another provider under the conditions wherein you have not cleared all outstanding dues with us or if you have not provided us with at least one months' written notice to end this Agreement at the end of the initial period or at the end of any subsequent year of supply.

3. Term

3.1. Metplus Telecom may terminate this agreement immediately if:





3.1.1. Any license or agreement under which Metplus Telecom or the Customer has the right to run its telecommunications system and in the case of the Customer connect it to the Metplus Telecom system is revoked, amended or otherwise ceases to be valid; or

3.1.2. The Customer is suspected, in the reasonable opinion of Metplus Telecom, of involvement with fraud or attempted fraud in connection with the use of the Services or this Agreement; or

3.1.3. Metplus Telecom reasonably suspects that the Customer is unable to pay or is refusing to pay Metplus Telecom charges and/or budget plan payments.

4. Termination

4.1. In the event that the Agreement or a Service is terminated by you (or is terminated by us due to your breach of the Agreement) before the end of any relevant Minimum Term (or, where applicable, before the end of a Renewal Term) you shall: (a) pay our then current Charges for any Equipment provided to you free of charge (or, where applicable, an amount equivalent to any subsidy provided by us to you for your purchase of any Equipment); and (b) pay the relevant Cancellation Fee; and (c) pay back any promotional credits or subsidies applied to your account.

4.2. You shall be entitled to terminate any Service any time after the end of its relevant Minimum term (or after the end of a new Renewal Term) by giving us at least 30 days' written notice

4.3. In the event that you terminate the Agreement, any Service Schedule will automatically terminate.

4.4 You shall be entitled to terminate the Agreement immediately without being liable to pay the amounts specified in Clause 4.1. above if: (a) we breach a material term of this Agreement which, after your written notice to us, we have not rectified within 30 days; (b) you give us notice to end the Agreement in accordance with Clause 30.1 below; (c) we are not able to provide you with the Services because we cease to do business, unless a suitable supplier takes over the provision of the Services and agrees to keep providing the Services in similar terms as the terms of this Agreement; or (d) we are in breach of a material term of the Agreement and we have: (i) bankruptcy or insolvency proceedings brought against us; or (ii) make an arrangement with our creditors (other than where solely for solvent amalgamation or solvent reconstruction); or (iii) a receiver, administrative receiver or administrator is appointed over any of our assets; or (iv) we go into liquidation; or (v) a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or (vi) there is a corresponding event under Scottish law. For the avoidance of doubt, you shall not be entitled to terminate the Agreement under this Clause 4.4(d), if we provide the Services to you in accordance with the Agreement.





4.5. You shall not be entitled to terminate the Agreement in accordance with Clause 4.4 (b) above, if: (a) a variation in the Agreement is imposed by law or by a governmental or regulatory authority; (b) we increase our Charges in line with VAT (or any other directly and specifically applicable taxation or regulatory levy, payment of which is compulsory). (c) we increase our Charges or pass on to you the price increases from our third party suppliers and in a way permitted under any applicable legislation, regulation or guidance.

4.6. We shall be entitled to terminate this Agreement (or any of the Service Schedules) at any time for convenience by giving you at least 30 days' written notice.

4.7. In the event that we or you terminate a Service, Clause 5 below shall apply as it relates to the terminated Service and the rest of the Agreement will remain in force as it relates to the Services not affected by this termination.

4.8. We shall be entitled to terminate this Agreement immediately if you breach any of your obligations in accordance to the Clauses 10.4, 10.16 & 10.18 of the Agreement.

4.9. We subscribe to the Ofcom Business Broadband Speeds Code of Conduct and will release you from this Agreement without any Cancellation Fee where required to do so by that code

5. **Effects of Termination**

5.1 On termination of the Agreement: (a) all the Services shall be terminated; (b) any license granted to you by us or by our licensors shall immediately cease, and you must immediately stop using the Services; (c) you will immediately pay any outstanding invoices and interests. In respect of Services supplied for which no invoice has been submitted, we may submit an invoice, which shall be payable by you immediately on receipt. Where a Service is terminated by us as a result of your breach of this Agreement or by you for convenience, Charges (or any portion thereof) that are invoiced in advance will not be refunded. We will refund any money owed to you, and return to you the balance of any amounts held on deposit on behalf of you, after first deducting any amounts you owe to us under this Agreement or under any other agreement that we have with you; (d) we may require you to return the relevant Equipment at your own cost if the Agreement (or the relevant Service) is terminated pursuant to Clause 4.1. If you do not return the Equipment in good working condition (fair wear and tear excepted) or do not return the Equipment at all, then you may be charged for the Equipment at our then current Charges (or if these Charges are not specified, you shall pay to us an amount equal to the full market replacement value of the Equipment); and (e) unless the Agreement or a relevant Service Schedule states otherwise, we may delete all your Content and





customer data (including any emails stored on the relevant Services). You are responsible for arranging a back-up of such Content and data.

6. What is a refund?

6.1 A refund is an amount of credit on your Metplus account that is returned to your nominated bank account or credit card. A refund must only be processed if your Metplus account has a credit on it – otherwise, it will put your Metplus account in the negative. For example, if your Metplus account was in credit for \$30.00, then a \$30.00 refund to your credit card would bring your Metplus account balance back to \$0.00.

7. Refunds for closed accounts

7.1 When a Metplus service is canceled, any amount paid in advance is credited back to your Metplus account. This can then go towards charges on your following invoice(s). If you've closed your Metplus account, the credit will go towards your final invoice.

8. What is a credit?

8.1 A credit is an amount of money added to your Metplus account by a Customer Service Representative. They may be applied to your account to correct billing errors or otherwise depending upon the situation. Unlike a refund, credit is not returned to your nominated bank account or credit card – it stays on your Metplus account until it is used to balance charges on your next invoice. For example, if your account has a credit of \$50.00 and your next invoice totals \$85.00, then your credit card would only be charged for \$35.00.

9. Access to premises

9.1. To enable Metplus Telecom to comply with its obligations under the Agreement:

9.1.1. The Customer shall allow or procure permission for Metplus Telecom and any other person(s) authorized by Metplus Telecom to have reasonable access to the Customer's premises and the Services' connection points or, where network connection services form part of the Services, such location on the Customer's premises and/or any neighbouring premises as Metplus Telecom reasonably requires and shall at all times provide such reasonable assistance as Metplus Telecom requests.

9.1.2. Metplus Telecom will endeavor to carry out work by appointment and during normal working hours, but may request the Customer to provide access at other times. If at the request of the Customer Metplus Telecom carries out work outside its





normal working hours the Customer will be responsible for Metplus Telecom's reasonable additional charges.

9.2. Where Open Reach Charges Metplus Telecom for repairs (and or engineering call out) and the fault is due to damage to the Customer's equipment, Metplus Telecom reserves the right to invoice the Customer for the amount of such Open reach charge together with an administration charge of £25.

10. Charges and Payment

10.1. There will be an ETF (Early Termination Fee) charge applicable if the contract is cancelled by the customer after the cooling off period but before the end of the Contract Term and must be provided in writing 30 days in advance to METPLUS. A termination fee of £349 plus VAT (If Applicable) per Line/Channel for Fixed-line telephony and £139.99 plus VAT (If Applicable) for each Broadband connection from the customer.

10.2. Following the expiration of a trial period that may be provided to you at the sole discretion of Metplus Telecom and unless otherwise specified in writing by Metplus Telecom the Customer agrees to pay Metplus Telecom's charges and/or budget plan payments monthly by Direct Debit, the first payment to be made at the discretion of Metplus Telecom within thirty days of the start of the provision of the Services and in Accordance with the applicable tariffs. Where network connection and/or line rental services form part of the Services the charges shall be paid in advance.

10.3. The customers authorized Metplus Telecom to vary the amount frequency and time of any Direct Debit to such level as Metplus Telecom deem reasonably appropriate (a) to take account of either an increase or decrease in usage of the Services by the Customer (b) to reduce such indebtedness of the Customer to Metplus Telecom and/or (c) to such other operational matter affecting the Services as Metplus Telecom shall in its discretion deem reasonable.

10.4. If any payment is cancelled or returned unpaid by the Customer's bank or if the Customer fails to discharge any invoice within 7 days of its date, then without prejudice to any right or remedies under this Agreement, Metplus Telecom shall from the time of such failure provide the Services at the standard published usage charges and in addition the Customer agrees to pay Metplus Telecom an administration fee of £25.00. For the avoidance of doubt, the time of payment is of the essence of this Agreement and a failure to pay on time or the cancellation of a Direct Debit shall be a material breach of contract allowing Metplus Telecom to terminate this Agreement immediately. Invoices paid via any other mode apart from





Direct Debit can incur a Payment Processing fee charge of £9.50p plus VAT (If Applicable). All Invoices dispatched through postal delivery will incur a charge of £3.99 plus VAT (If Applicable) whereas E-bill stands to be free of charges

10.5. In case of payment failure through Direct Debit, a charge of £20 will be incurred each time there is a payment decline

10.6. Metplus dispatches all the invoices for all the customers on 10th of every month. The Due date for payment on the invoices is 22nd of the same month. If the customer does not make payments within the time Metplus reserve the right to put outgoing call barring on the customer's number, the following day. Metplus would be sending a text message to the respective customers to inform the same. Metplus reserves the right to call the respective customers in regards to the payment of the dues every day forward post that. If the customer does not make payment within 6 days from the day outgoing call was barred, Metplus reserves the right to put the customer's phone number in the "Temporary Out of Service" state. Once Temporary Out of Service is applied online a charge of £30 per line will be applied in the next invoice. If the customer does not make payment within 13 days from the day the customer's phone number was put in "Temporary Out of Service" state, Metplus reserves the right to cease the phone line of the customer. This non-payment of dues and subsequent ceasing of the lines would be treated as breach of this Agreement on the customer's behalf and Metplus reserves the right to charge Termination fee of £349 plus VAT (If Applicable) per Line/Channel for Fixed-line telephony and £139.99 plus VAT (If Applicable) for each Broadband connection from the customer. Should you wish to restart the line (after the line is ceased) restart cost of £99 plus VAT (If Applicable) will apply for each line restarted. Once the line is ceased Metplus will not be liable for the loss of telephone number.

10.7. The Customer remains liable for all charges whether the Customer or someone else used the services and whether the services were used with the Customer's knowledge and consent or otherwise including and not limited to calls made by rogue callers and calls made by any third party who has gained unauthorized access to the Customer's system.

10.8. Each invoice will reflect a Support Service charge of £3.49 plus VAT (If Applicable) and Wholesale Fraud Monitor charge of £2.50 plus VAT (If Applicable).

10.9. Metplus Telecom retain the right to vary the charges set out in the tariff at any time upon giving the Customer 7 days' notice such notice to be given either on the monthly invoice or on www.metplustelecom.co.uk and continued use of the Service is deemed acceptance of these changes.





10.10. Any calls that are routed by any means beyond the control of Metplus Telecom and for which you are invoiced by another provider will remain the responsibility of the customer.

10.11. Calls are billed per minute.

10.12. All business prices exclude VAT.

10.13. All residential prices include VAT except the charge for Broadband. Broadband prices exclude

10.14. Call Connection Fee applies on all calls except inclusive call package, 14 p for mobile calls and 16p for all other calls. Prices subject to change effective 31/03/2019.

10.15. International Calls: All customers will be eligible to make International calls without any upfront deposit only post completion of six months out of their total contract period. Customers, who have not yet completed six months out of the total contract period, however, wish to make international calls, can do so with an upfront deposit of £50. Post making this deposit the facility to make international calls will be enabled and they would be provided a £75 limit of international calling time (actual minutes).

10.16. Fair Usage policy applies to unlimited tariffs. Our Fair Usage policy is 1200 minutes in Business Unlimited and 1000 minutes in Home Unlimited and Home Basic.

10.17. Calls listed as free are limited to 60 minutes and thereafter calls will be charged at standard tariff. You may disconnect and re-dial before 60 minutes have elapsed.

10.18. Fair Usage Policy for Unlimited Broadband is limited to 100GB every month once exceeded there will be a charge of £2 per GB.

11. Complaints Code of Practice

11.1 Metplus Technologies Limited trading as Metplus Telecom is an independent company which delivers communications services to business & residential customers. While we may not provide all the component parts of our services ourselves, we do take responsibility for the services delivered to you. So we will liaise with our suppliers to ensure that any problems with their services are resolved promptly.

11.2 We make every effort to ensure that our customers are happy with the level of service, and the products and service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently.

11.3 If you have a complaint about any part of our service or in case you are unhappy with our sales and marketing activities, please contact our Customer Service Team using one of the following:





By phone: Customer service: 0203 011 1302 from 9.30am until 7.00pm Monday-Friday OR

By email: support@metplustelecom.co.uk

By letter: 2 Bridge Avenue, Maidenhead Berkshire SL6 1RR, United Kingdom

11.4 If your phone, our advisors will ask you about your complaint and seek to resolve the problem while you are on the line. During any discussions, we will protect the privacy of the information that we hold on you. To do this we may have to ask questions to confirm that we are speaking to the right person.

11.5 If you make your complaint by email or in writing, we will acknowledge receipt, advise how and when we will next respond and provide you with a contact point for checking progress on the resolution of your complaint.

We will try to resolve your complaint quickly and efficiently, and to keep you informed at all times. We normally aim to resolve complaints within 10 working days but, depending on the nature of the complaint, this is not always possible. However, if you are not happy with progress in resolving your complaint you can ask the person to whom you are speaking to escalate the matter to their manager, and ultimately to the Managing Director. If we cannot resolve the problem, we will write to you to say so.

CISAS

- **Address:** Centre for Effective Dispute Resolution 70 Fleet Street, London, EC4Y 1EU
- **Email:** cisas@cedr.com

12. Our Complaints Handling process

12.1 At Metplus Telecom, we're committed to offering the best possible customer service at all times. So when problems arise, our carefully trained advisors are typically able to manage issues quickly and easily – and with a minimum of fuss. However, we're experienced enough to recognize that things can occasionally go wrong, and if they do, we want you to know exactly how our complaints process works. This process is designed not only to ensure your complaint is satisfactorily resolved but to ensure fairness and transparency throughout. As part of the process, in appropriate situations, we will offer explanations, apologies, and compensation wherever relevant apart from any kind of business loss and except the instances mentioned in Clause 16.3.

13. Resolving your complaint at the first port of call



2 Bridge Avenue, Maidenhead Berkshire
SL6 1RR, United Kingdom



02030111302 / 0844 811 9471



www.metplustelecom.co.uk





13.1 When you phone our customer service team with a problem, an advisor will begin the process of resolving it.

13.2 In many cases a solution can be found quickly. However, if the problem is more complex and less simple to solve, it will be escalated to one of our specialists. They'll then work on the problem, and will aim to solve it within 5 - 7 working days.

13.3 If they're unable to do this, your complaint can proceed to the next step.

13.4 Please note that if you write a letter of complaint, the complaint process will begin on the date we receive the letter. Try to make sure you include all the relevant details in your letter, including your phone and account number.

14. Step 2 – Escalated to Head of Customer Service, to resolve within 7 working days

14.1 If following step 1 your complaint has not been resolved, then your problem can be passed on to our Head of Customer Service.

14.2 They will then undertake a detailed internal review and will aim to resolve the complaint within the next 7 working days. Once again, when contacting our Head of Customer Service, provide all relevant details including your account number

14.3 Final step –If you've not received any response or you are not happy with the final response received from Head of Customer Service, and it's been 6 weeks since you first registered your complaint, you can now contact the CISAS Service. The CISAS Team will conduct a free and independent investigation of the complaint on your behalf. Following this investigation, they can take action which we as a company must follow, including potential compensation, issuing an apology or offering an explanation. Their decision is binding for us, but not you – so you can seek further advice if you're still not satisfied.

15. How to contact us

15.1 The easiest and quickest way to get your complaint registered and ultimately resolved is to phone us.

15.2 However, you can also email or write to us – just ensure you include or all your relevant account information especially your account number. Please note that in case of a complaint received via post/email, the complaint handling process would start from the date/day the same is received.

By phone: Customer service: 0203 011 1302 from 9.30am until 7.00pm Monday-Friday OR

By email: support@metplustelecom.co.uk



**16. Liability**

16.1. Nothing in this agreement shall exclude or restrict the liability of either party for death or personal injury resulting from its negligence.

16.2. If the Services fails to operate or the Customer diverts traffic to another carrier, Metplus Telecom will not be responsible for that carrier's charges.

16.3. Neither party shall be responsible to the other in contract, to or otherwise for any loss of business, loss of data, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever save that this exclusion shall not apply to the fraudulent activities of either party nor to any claw-back or other loss suffered by Metplus Telecom pursuant to the determination by an airtime services provider that the Customer has used and/or provided services using the Equipment and/or Services which it deems a gateway.

17. General

17.1. Metplus Telecom reserves the right to change the provider of the Services to it at any time; further Metplus Telecom reserves the right to change these terms and conditions at its sole discretion by giving the Customer not less than 14 days' notice (usually on the front page of the monthly bill and/or on its website at <http://www.metplustelecom.co.uk>), and continued use of the Services thereafter will be deemed acceptance of such changes

17.2. These terms and conditions together with any terms set out in the order constitute the entire agreement between the parties; supersede any previous agreement or understanding. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. In entering into this agreement the Customer acknowledges that it does not rely on any representations which are not confirmed in the terms of this agreement, but nothing in this agreement affects the liability of either party for fraudulent misrepresentation

17.3. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

17.4. The laws of England shall govern this agreement, and the Customer agrees to submit to the exclusive jurisdiction of the English Court.

