



FACE FOR BUSINESS – TERMS AND CONDITIONS

The Customer's attention is particularly drawn to the provisions of Clause 8.

1. INTERPRETATION

1.1. Definitions. In these Conditions, the following definitions apply:

Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
Charge Date	means, in respect of each Month following the month in which the Charge Commencement Date occurs, the same date as the Charge Commencement Date, save that where such date does not occur in the relevant Month (for example, the 31 st), the Charge Date shall be the 28 th day of that Month;
Charges	the charges payable by the Customer for the supply of the Services in accordance with Clause 5;
Charge Commencement Date	the date specified in the Order as being the date on which the Free Trial shall cease and Charges for the Services shall commence;
Commencement Date	has the meaning set out in Clause 2.2;
Conditions	these terms and conditions as amended from time to time in accordance with Clause 11.8;
Contract	the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions;
Customer	the person or firm who purchases Services from the Supplier;
Free Trial	the 7 day period commencing on the Commencement Date during which the Customers usage of the Service shall be monitored and during which no Charges shall be raised;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Month	the period commencing on the Charge Commencement Date or Charge Date (as applicable) and finishing on the date immediately preceding the Charge Date in the following month;

Order	the Customer's order for Services as set out in the Customer's purchase order form, or the Customer's written acceptance of a quotation by the Supplier, or overleaf, as the case may be;
Services	the provision of dedicated telephone answering, call transfer and message taking services, supplied by the Supplier to the Customer as set out overleaf;
Service Option	the level of Services and Charges detailed in your Order or as decided upon by the Supplier at the expiry of the Free Trial or from time to time; The Level of Service and charges detailed in the Order The level of Services and Charges detailed in the Order or as decided upon by the Supplier at the expiry of the Free Trial, or from time to time.
Supplier	Face for Business Limited registered in England and Wales with company number 08229019;
Term	the period during which the Services are provided, which shall commence on the Commencement Date and continue until the Contract is terminated in accordance with clause 9.

1.2. **Construction. In these Conditions, the following rules apply:**

- 1.2.1. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2. a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4. any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5. a reference to **writing** or **written** includes faxes.

2. **BASIS OF CONTRACT**

- 2.1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").
- 2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4. Any descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained on the Supplier's website or in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill. However, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or 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. If requested by the Customer, the Supplier will record any call received during the Term and deliver it to the Customer for playback via the Customer's PC or mobile telephone. The Customer accepts all risks of loss of data or breach of security that result from such recording and delivery. The Supplier may have to suspend the Service for repair, maintenance or improvements. If so, the Supplier will restore them as quickly as possible.
- 3.2. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

CUSTOMER'S OBLIGATIONS

- 3.3. **The Customer shall:**
- 3.3.1. ensure that the terms of the Order are complete and accurate;
 - 3.3.2. co-operate with the Supplier in all matters relating to the Services;
 - 3.3.3. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - 3.3.4. provide the Supplier with such information and materials as the Supplier (FFB) may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - 3.3.5. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - 3.3.6. ensure that all calls are successfully diverted by the Customer's telephone supplier to the telephone number nominated by the Supplier for the provision of the Services and pay any associated costs for diverting calls to the telephone supplier; and
 - 3.3.7. keep and maintain all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 3.4. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
- 3.4.1. the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- 3.4.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 4.2; and
- 3.4.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4. CHARGES AND PAYMENT

- 4.1. The Charges for the Services shall be calculated by reference to the Service Option detailed on the Order or the Service Option that the Supplier decides (in its sole discretion) best reflects the Customer's estimated usage of the Service based on the level of calls received during the Free Trial and which is advised to the Customer on the Commencement Date.
- 4.2. No Charges shall be raised during the Free Trial, although the Supplier will record the Customer's usage of the Services during the Free Trial and decide (in its sole discretion) which Service Option best reflects the Customer's anticipated usage of the Service.
- 4.3. If the Customer requests that calls are 'patched' or 'transferred' to another telephone number specified by the Customer, the Supplier shall be entitled to charge for such service at a rate of £0.00 per minute for calls transferred to a UK landline and £0.10 for calls transferred to a UK mobile. Charges for transferring calls to any other numbers, including international numbers, will be charged at their usual rates which can be supplied on request.
- 4.4. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 4.5. All Charges and any applicable VAT, will be charged to the debit or credit card as per the details provided by the Customer on the Order or specified in the Direct Debit mandate executed by the Customer (or as may be notified to the Supplier from time to time) and will be charged monthly in advance on the Charge Commencement Date each Charge Date arising thereafter.
- 4.6. In the event that the Customer's usage of the Services exceeds the relevant Service Option in any Month, the Supplier shall be entitled to charge the Customer for answering excess calls. In addition to the Charges on the next occurring Charge Date at the rate specified on the Order.
- 4.7. Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("Due Date"), the Supplier shall have the right to charge interest on the overdue amount at the rate of 6 per cent per annum above the then current base lending rate of the Bank of England accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 4.8. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without

limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

- 4.9. The Supplier reserves the right to increase its Charges by giving the Customer written notice of any such increase one month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 2 weeks' written notice to the Customer.

5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 5.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 5.3. All Supplier Materials are the exclusive property of the Supplier.

6. **CONFIDENTIALITY**

A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause 7 shall survive termination of the Contract.

7. **LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 7.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 7.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 7.1.2. fraud or fraudulent misrepresentation; or
 - 7.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.2. Subject to Clause 8.1:
- 7.2.1. the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract whether or not the Customer advised the Supplier of the possibility of such loss or damage; and

- 7.2.2. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate Charges paid by the Customer in the 6 Months preceding the losses.
- 7.3. The Supplier shall not be liable to the Customer for any mistakes made in connection with the Services.
- 7.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.5. This Clause 8 shall survive termination of the Contract.

8. TERMINATION

- 8.1. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 8.1.1. the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
- 8.1.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 8.1.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 8.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 8.1.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
- 8.1.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 8.1.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 8.1.8. a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- 8.1.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 8.1.10. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 9.1.2 to Clause 9.1.9 (inclusive);
 - 8.1.11. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 8.1.12. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 8.2. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3. Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party no less than 30 days written notice (such notice expiring on a Charge Date). Minimum contract period of 2 months.
- 8.4. Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in Clause 9.1.2) to Clause 9.1.12, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9. CONSEQUENCES OF TERMINATION

- 9.1. On termination of the Contract for any reason:
- 9.1.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 9.1.2. the Customer shall return all of the Supplier Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 9.1.3. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 9.1.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

10. **GENERAL**

10.1. Force majeure:

10.1.1. For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

10.1.2. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

10.1.3. If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 13 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

10.2. Assignment and subcontracting:

10.2.1. The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

10.2.2. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

10.3. Notices:

10.3.1. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

10.3.2. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

10.3.3. This Clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

10.4. Waiver:

10.4.1. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 10.4.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 10.5. Severance:
- 10.5.1. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 10.6. No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 10.7. Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 10.8. Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.
- 10.9. Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales
- 10.10. **Call Recording Policy**
- The purpose of this policy is to ensure call recordings are managed in line with the DPA data retention requirements. Call recording will be automatically deleted from Client Portals within 90 days. Call recordings are used as part of the quality management process. (Monitoring and training)
- If you intend to use recordings for any other purpose, you may need to seek further advice from OFCOM: www.ofcom.org.uk

**The Customer may receive marketing information/surveys from FFB to the mobile phone number or email address provided. If you wish to opt out of this service please contact either your PA/Sales Person.
Information will not be revealed to any 3rd parties for marketing purposes by FFB.*

Confidentiality Agreement

It is understood and agreed to that the identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that:

1. All written and oral information disclosed or provided under this agreement is confidential.

2. The Recipient agrees not to disclose the confidential information obtained to anyone unless required to do so by law.

3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

(*Clients signature on echosign required for agreement)

Recipient of Confidential Information:

Name : Andrew MacGregor (For and behalf of Face for Business).

Signature:

A handwritten signature in black ink, appearing to read "Andrew MacGregor". The signature is written in a cursive style with a large initial "A" and "M".

