

## Brighter Bills Non Geographic & Area Call Numbers

### Terms and conditions

#### 1. PROVISION OF SERVICES

- 1.1 Brighter Bills Ltd agrees to provide Services to the Customer on the terms and conditions of this Agreement once Brighter Bills Ltd has accepted the Customer's Order  
From time to time Brighter Bills Ltd may need to substitute ordered numbers for alternative numbers before confirmation, due to network duplication, technical or other reasons, which will be advised by Brighter Bills before the initial connection. Brighter Bills Ltd will, where possible, offer alternative numbers for customer selection of the same range.
- 1.2 The minimum period for Service is 12 months from the order form and acceptance of terms of sale being submitted by the customer. This Agreement will continue after the expiry of the minimum period unless and until:
  - 1.2.1 It is terminated by either party giving the other written notice, by email or hand delivered, to terminate the Agreement. In the case of notice given by the Customer, the notice shall not become operative until the Customer receives, by way of acknowledgement, a cancellation acceptance form signed by an appropriate person employed by Brighter Bills Ltd or email sent from an appropriate Brighter Bills Ltd person confirming the cancellation.
- 1.3 The services are supplied subject to all limitations of the Telecommunications Network including the risk of imposed prefix, number or call cost changes. Brighter Bills Ltd are unable to guarantee that all overseas systems will be able to access the Customer using the Telephone Number or that telephone keypads will use the same alphanumeric combinations as are currently used in the UK .
- 1.4 Each order will, with these terms, comprise a separate contract between the parties unless the order specifies that it is an amendment to an existing contract & is agreed as such by Brighter Bills Ltd to the customer.
- 1.5 Where an order covers more than one Telephone Number or Service each Telephone Number or Service shall be deemed the subject of a separate and severable Agreement.
- 1.6 Where the Customer's name or if applicable, bank details, address or other part of the customers submitted order form is incorrect or incomplete, the Customer agrees that Brighter Bills Ltd may still treat as being the Customer, the individual or organization that made the order for services.
- 1.7 Brighter Bills Ltd numbers are supplied on a rental agreement. Brighter Bills Ltd retain the overall ownership of numbers originally supplied to clients and charges made are deemed as rental fees for the duration of the agreement. Customer porting requests are only considered once a number or numbers have been bought out of the rental. Should Brighter Bills Ltd need to move numbers, as number owners and managers, they may do so without notification to the customer as long as it does not impede the service or functionality of the number. Customers who port or transfer numbers to Brighter Bills Ltd retain the right to return or move them subject to:
  - 1.7.1 The new operator having porting agreements in place with our number range holder or network carrier.
  - 1.7.2 Brighter Bills Ltd notifies customers that the business, number range or service is being closed down or made unavailable.
  - 1.7.3 Brighter Bills Ltd cannot maintain the existing number or service originally purchased by the customer.

#### 2. BRIGHTER BILLS LTD – Our Responsibilities

- 2.1 Brighter Bills Ltd will use reasonable endeavours to provide the products and services ordered. Brighter Bills Ltd shall not be liable for any failure resulting from factors outside their control. In particular Brighter Bills Ltd is not responsible for the operation of the Telecommunications Network.

- 2.2 Brighter Bills Ltd reserves the right to improve or alter the Services as it deems appropriate, provided that such changes do not substantially change the nature of the service that has been ordered or supplied.

- 2.3 Brighter Bills Ltd will provide an after sales service contactable by telephone or e-mail.

#### 3. CUSTOMER RESPONSIBILITIES

- 3.1 The Customer shall at all times:-
  - 3.1.1 Comply with any reasonable directions or instructions (including requests for help or information) issued from time to time by Brighter Bills Ltd in connection with the services, products supplied and payments required.
  - 3.1.2 Pay Brighter Bills Ltd under this Agreement on or before the due date for payment without set off or deduction (unless with the full authority & agreement of Brighter Bills Ltd in writing by either email, from an appropriate Brighter Bills Ltd email account or letter delivered by hand).
  - 3.1.3 Ensure insofar as is possible that the Telephone Numbers or Services are not used in any unlawful, improper or damaging manner.
  - 3.1.4 Indemnify and hold harmless Brighter Bills Ltd against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the Services.
  - 3.1.5 Indemnify and hold harmless Brighter Bills Ltd against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from a claim by a third party where the third party claims it has the right to prevent the Customer from using the Telephone Number or Service

#### 4. CHARGES AND PAYMENT

- 4.1 Connection charges may be payable upon invoice or prior to the initial connection at our discretion by BACS/internet transfer, Direct Debit, or Cheque. We accept cash or credit cards only when agreed by an appropriate person of the company.
- 4.2 Brighter Bills Ltd may invoice monthly, annually or however it deems suitable for the products & services supplied. If Charges are ascertainable in advance, such as rentals, they may be invoiced in advance – this will be advised in the Order Confirmation. In respect of unascertainable future charges, such as call charges, Brighter Bills Ltd normally bills these in arrears, however, we reserve the right to secure a pre-payment. Brighter Bills Ltd will notify customers of this requirement before accepting their order. Brighter Bills Ltd may impose pre-payments or deposits upon existing customers if they have failed to pay on time or if present reasonable cause to do so.
- 4.3 Brighter Bills Ltd may require the Customer to pay by direct debit as a condition of sale. In the event that the Customer is unwilling or unable to pay by Direct Debit Brighter Bills Ltd may apply manual billing charges, these will be notified before doing so. Brighter Bills Ltd may impose a penalty for failed Direct Debit collections & invoice the Customer an additional £15 administration charge to be levied for each invoice.
- 4.4 Certain Services (e.g. diverts to mobile or international) have additional costs which are outside the control of Brighter Bills Ltd. Where any such charges are increased to Brighter Bills Ltd, Brighter Bills Ltd shall increase its own charges for the same Services & will confirm all changes with the customer with itemized billing.
  - 4.4.1 Minimum usage charge for Numbers & Smart Call Solution charges may be imposed without notice.
  - 4.4.2 0844, 0870 & 0871 Numbers that, upon the anniversary of order, carry less than 1200 minutes of peak calls will be charged a "Minimum Use Fee" annually, to be no more than £19.95, unless higher charges are enforced upon us by our operators whereby these charges will be passed to the customers.

- 4.4.3 Revenue rebates will only be paid to a minimum invoice value of £25.00, unless otherwise agreed in writing by Brighter Bills Ltd.

- 4.4.4 Brighter Bills Ltd reserves the right to impose a minimum billing value of 1.5pence per call received on Inbound Numbers and 1pence per call made on Outbound calls.

- 4.4.5 Annual service charges, where applicable, will be charged as advertised on the website or as per the original order / agreement made by / with the customer. Brighter Bills Ltd will endeavour to supply an online or emailed invoice in advance of the anniversary date of said Annual Service Charges, but does not guarantee this. Failure for the customer to pay with-in the terms or by the date stated may result in the immediate suspension of any & all numbers used by the customer.

- 4.4.6 Change of target destination for numbers will be Free of Charge up to & including twelve per year. Thereafter, we reserve the right to charge £10 per re-direct.

- 4.5 Invoices are payable within 14 days or by the date specified on the invoice. Brighter Bills Ltd reserves the right to apply a £15 "Late Payment Fee".

- 4.6 Overdue payments shall be subject to a fixed sum penalty of £15 per billing month until the account is either settled or terminated.

- 4.7 Charges advertised are exclusive of Value Added Tax.

- 4.8 Brighter Bills Ltd shall in respect of each Service be entitled to review and vary from time to time the Charges and introduce new charges.

- 4.9 Charges may also be imposed in the following circumstances, brought about by a Customer request:-

- 4.9.1 Change of service. (e.g. moving from landline to mobile diverts)

- 4.9.2 Termination of Agreement in respect or advertising, web or other services that have been committed too.

Late payment (4.5) & administration charges (4.3) may be maintained

- 4.10 The Customer shall not dispute the amount of any Operator generated Charges unless and then only to the extent that Brighter Bills Ltd is entitled to dispute such charges with the Operator.

#### 5. REVENUES

- 5.1 The Customer shall be entitled to receive Revenue from Brighter Bills Ltd based on the peak minutes of call time generated by the use of a number that generates a rebate as recorded in data supplied to Brighter Bills Ltd by the Operator which shall be conclusive for the purpose of calculating Revenue Rebates allowed.

- 5.2 The rate at which Revenue shall be paid shall be agreed between the parties.

- 5.3 Brighter Bills Ltd shall pay Revenue on a monthly basis in arrears, following the receipt of a customer supplied invoice or a self billing account invoice provided by Brighter Bills Ltd

- 5.4 Brighter Bills Ltd shall be entitled to withhold Revenue due to the Customer:-

- 5.4.1 Upon the suspension, termination or cancellation of the number or services provided.

- 5.4.2 If Brighter Bills Ltd suspects the Customer is in breach of any term of this Agreement or any other agreement between the parties;

- 5.4.3 If Brighter Bills Ltd suspects the Customer has increased its entitlement to Revenue by fraudulent or improper means;

- 5.4.4 If Brighter Bills Ltd has not received the corresponding payment from the Operator

- 5.4.5 If the customer does not invoice Brighter Bills Ltd within three months of the revenue statement date

- 5.5 Brighter Bills Ltd shall be entitled to set off any Charges due to Brighter Bills Ltd against Revenue due to the Customer.

#### 6. THIRD PARTIES

The customer agrees that Brighter Bills Ltd may, if necessary, use third party companies for billing charges, collecting direct debits, credit card payments and outstanding debts.

Brighter Bills Ltd retains all rights in respect to its billing, collection and business partners for any activities required.

#### 7. BRIGHTER BILLS LTD LIABILITY

- 7.1 Brighter Bills Ltd does not exclude or restrict any liability to the Customer for death or personal injury attributable to its own negligence or that of its employees or agents.
- 7.2 Brighter Bills Ltd shall exercise reasonable skill and care in the provision of the Numbers & Services supplied.
- 7.3 Except as stated expressly otherwise in this Agreement, in relation to the provision of Services, Brighter Bills Ltd shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms representations and undertakings, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by law.
- 7.4 Where any Service has been continuously unavailable to a Customer for a continuous period of more than 7 days and not as a result of any action or omission of the Customer or any event beyond the reasonable control of Brighter Bills Ltd the Customer may apply to Brighter Bills Ltd for a rebate of any time based Charges in respect of the unavailable Period and Brighter Bills Ltd shall allow the Customer a proportionate rebate of such time based charges. Brighter Bills Ltd shall have no other liability for failure or unavailability of the Telecommunications Network or external body.
- 7.5 Brighter Bills Ltd shall not be liable for any indirect or consequential losses, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated sales profits or savings, goodwill, business contracts or losses resulting from third party claims.

#### 8. SUSPENSION OF SERVICES

- 8.1 Brighter Bills Ltd may suspend all or part of the Services or any of them for so long as reasonably required or disconnect the Telephone Number at any time without notice if:-
  - 8.1.1 The Customer is in material breach of this Agreement or any other agreement between the parties.
  - 8.1.2 The Customer acts in such a way or permits anything to be done which, in the reasonable opinion of Brighter Bills Ltd, relates to the Services that may impair or jeopardize the operation of the Services or any part of the Telecommunications Network;
  - 8.1.3 Required to do so directly or indirectly by law, the Operator, industry regulatory body, OFCOM or Phone pay plus;
  - 8.1.4 Required for modification or maintenance or in cases of emergency
  - 8.1.5 Brighter Bills Ltd has good reason to believe the Services are being used for unlawful, fraudulent or improper purposes.
  - 8.1.6 Payments or pre-payments for any monthly, annual or adhoc charges fail or are not received by Brighter Bills Ltd on or before the due date, as specified by Brighter Bills Ltd.
- 8.2 The Customer shall remain liable for all Charges during any period of suspension attributable to the actions or omissions of the Customer

#### 9. DATA PROTECTION ACT

- 9.1 Information that the Customer provides to Brighter Bills Ltd about private individuals relevant to Brighter Bills Ltd dealings with the Customer will be stored within Brighter Bills Ltd computer systems.

- 9.2 For the purpose of the Data Protection Act 1998 ("the Act") Brighter Bills Ltd needs to specify the purposes for which it will use that information. It will of course only use it for legitimate purposes, including:-

- 9.2.1 Communicating with the individuals concerned as necessary in connection with the Customer's dealings with Brighter Bills Ltd.
- 9.2.2 Communicating with the Customer in connection with Brighter Bills Ltd services generally;
- 9.2.3 Providing it to third parties as required by the Customer or the law or as necessary in connection with the Customer's dealings with Brighter Bills Ltd

- 9.3 By giving Brighter Bills Ltd that information the Customer consents to Brighter Bills Ltd holding using and disclosing it for those purposes.
- 9.4 Brighter Bills Ltd is permitted under the Act to hold and use personal data for the purposes specified above. It will not process such data provided by the Customer otherwise than for those purposes or as otherwise required by the Customer.

#### 10. TERMINATION OF AGREEMENT

- 10.1 Brighter Bills Ltd may terminate this Agreement immediately by notice in writing, including email to the Customer if:-
  - 10.1.1 The Customer is in breach of any of the terms of this Agreement or any other agreement between the parties and does not remedy the breach within 7 days of the date of written notice from Brighter Bills Ltd specifying the breach and requiring it to be remedied;
  - 10.1.2 Any license, permission, agreement or authorization granted to the Operator or to Brighter Bills Ltd necessary for the provision of the Services is suspended, revoked or terminated; or
  - 10.1.3 Brighter Bills Ltd is unable to recover from the Operator Revenue payments due to the Customer.
- 10.2 Brighter Bills Ltd may terminate Numbers, Agreements & Accounts immediately, without written notice, if it has reasonable reason to believe outstanding charges or debts will not be paid when due.
- 10.3 The Customer can, in accordance with the section 2 of Brighter Bills General Terms and Conditions, terminate any Agreement and cease use of the numbers and telephony services provided by Brighter Bills Ltd. In these circumstances the Customer shall be liable for any outstanding charges accrued or incurred or scheduled to incur before the date of termination and will be required to pay Brighter Bills Ltd, including any penalty fees.
- 10.4 Any termination of this Agreement shall be without prejudice to the rights of either party accrued to the date of termination.
- 10.5 Brighter Bills Ltd require notice of termination of any agreements, products & services supplied by Brighter Bills Ltd to the customer, unless otherwise agreed by an appropriate officer of Brighter Bills Ltd in writing, including email, following the procedure as set out in Section 2 of the General Terms and Conditions. This does not cover agreements where annual charges and payments have been committed to and cannot be changed, such as Directory advertising, Internet and Design projects. These fees must be paid.
- 10.6 Brighter Bills Ltd may terminate or re-price services, packages, solutions and call charges when an Agency agreement broken:
  - 10.6.1 When a Yell.com or Google Agreement is broken.
  - 10.6.2 When our products are not used within Yell.com or Google. I.E. Brighter Bills are no longer employed within the advertising purchased.

#### 11. USE OF SERVICE

- 11.1 By ordering any service supplied by Brighter Bills Ltd you the customer are agreeing to the Terms and Conditions set out in this agreement.

- 11.2 By ordering any service supplied by Brighter Bills Ltd you the customer are agreeing to Brighter Bills Ltd being able to change or add to these terms & conditions if so required by legislation, the Operator, OFCOM, Phone pay plus or any similar authority.

- 11.3 The Customer acknowledges that it has not been induced to enter into this Agreement by any representations made before or on entering into this Agreement (whether made negligently or innocently or whether oral or written) and that it has only relied upon matters set out in this Agreement in deciding to enter into this Agreement.

- 11.4 The Customer shall not assign or try to assign any or all of the rights and responsibilities under the Agreement, unless with the written agreement (including email) by all parties. Brighter Bills Ltd may transfer its right and obligations hereunder to a new service provider in which circumstances the Customer shall enter into a new agreement in the same terms as this with the new service provider (e.g. if Brighter Bills Ltd is purchased or cannot continue to support the products and services).