

Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

These Terms and Conditions, along with any part of our Website specifically referred to herein (including our Code of Practice), represent your entire agreement with us and supersede any other agreement, made orally or otherwise, as between the parties.

Terms and conditions for customers relating to the provision of **MCL Telecommunications Group Ltd** CPS, line rental and broadband services and equipment. These terms and conditions set out how we (**MCL Telecommunications Group Ltd**, registered company number 08859689, registered office, 43 Victoria Road, Burgess Hill, West Sussex, RH15 9LR) will provide the call package you choose (the "Telephone Services"), for private use or business use only, to those people whose applications for such Telephone Services we accept ("you" or "the customer").

"**Activation Date**" means the date from which you can use the Services; "**Additional Charges**" means any applicable charges in addition to Fees and Call Charges as may be applicable from time to time, including but not limited to charges for line features, termination charges and disconnection costs. "**Application**" means an application to subscribe for the Services; "**BT**" means BT Telecommunications Plc and as applicable, Openreach or other trading divisions of BT from time to time; "**Call Charges**" means the relevant charges for calls made or to be made; "**CPS**" means carrier pre selection, being the Network access mechanism that occurs when a telecommunications operator automatically programs your local telephone exchange to route your calls or traffic over a particular carrier's Network; "**Code of Practice**" means our code of practice as amended from time to time and available on request "**Customer Apparatus**" means any telecoms equipment, fittings or parts required to receive the Services which are not provided by us; "**Business Support**" means our customer care team, whose number is **01444 242200** (charged at local rate from most landlines, calls from mobiles may vary); "**Equipment**" means the equipment provided to you by us from time to time in connection with the provision of broadband services; "**Fees**" means the fees that may be payable from time to time for provisions of the Telephone Services, including but not limited to any monthly or connection fees referred to in paragraph 5; "**Network**" means public switched telecommunications network; "**Private Use**" means use for residential purposes as set out in clause 3; "**Rates**" means our Fees, Call Charges, Additional Charges and conditions applicable, in force from time to time and are available on request "**Service(s)**" means the installation, connection and supply to you of telephone, broadband and/or call services; "**Termination Notice**" means the notice you receive from us confirming that your Service has ended; "**Website**" means the MCL Telecom Ltd website at www.mcltelecom.co.uk

1. Supply of Services

1.1 CPS (Carrier Pre-Selection) works from BT Openreach phone lines by routing your phone calls to our network at your local BT Openreach telephone exchange. By using CPS, all calls (except calls to emergency services, operator assistance and flat rate internet dialup numbers) will be routed to us automatically.

1.2 Mobiles, phone lines, phone calls, VoIP, Telephone Systems and Broadband are provided under our service packages. Invoices will be split by mobile and all other services. If we accept your application for any service, your contract with your existing provider will come to an end. You can apply to move your existing telephone number to our network, or obtain a new telephone number.

1.3 By choosing MCL Telecommunications Group Ltd telephony, broadband and mobile services you are entering into a 24-month contract, unless stated otherwise on your contract. You may cancel the contract at any time up until 12pm on the working day immediately before the Activation Date by calling the business support team, or in writing to our registered address. Please note that MCL Telecom Ltd cannot process any cancellation that arrives after this time. It is your responsibility, where giving written notice, to ensure such notice arrives before 12pm on the working day immediately before the Activation Date. Charges may apply if the order has been progressed past the point of no return. If we receive notification from BT Openreach to move services away, it will be automatically rejected if we have not received notice from the customer. Visit www.mcltelecom.co.uk for further information.

1.4 We reserve the right to refuse your application at our sole, and absolute, discretion.

1.5 If we believe it necessary, we may carry out a credit reference check against your name.

1.6 As soon as we receive, and accept, your Application for Service, we will pass your request to the relevant network operator for it to be processed as soon as possible.

1.7 When we receive the relevant network operator's acceptance of your request, we will send you written confirmation of the Activation Date.

1.8 You must be at least 18 years old to apply for any of the services.

1.9 You agree that all details contained on your Application shall be true, accurate, complete and, you are the Account Holder or have the Account Holder's authorisation.

1.10 Contract is subject to a 24-month minimum period unless stated otherwise on your contract. Following the 24-month minimum period (or as otherwise stated in your contract) your agreement will continue on a rolling monthly basis on the same regular billing terms unless you instruct us otherwise in writing, giving us 30 days' written notice that you would like to discontinue Services with MCL Telecom Ltd (you will only be charged at the next billing period for services received).

1.11 When you join MCL Telecom Ltd we may restrict calls to premium rate and/or international numbers. If you require access to these numbers or services please contact the Business Support team. Such access may be subject to credit status, and may require a deposit.

2 Our provision of the Services to you

2.1 We will use reasonable skill and care when we provide our services to you. MCL Telecommunications Group Ltd do not charge transfer, or connection, charges to transfer services to MCL Telecommunications Group Ltd from any another provider. We will charge you a transfer fee to move your services away, you will need to contact the Business Support team for an accurate cost.

2.2 We do not guarantee that the services we provide will be fault free, or available at any particular time, or continuously. You accept that BT Openreach, the Internet Service Provider and mobile networks will carry out some programming and network changes at your local phone exchange so that you can receive the services. We do not accept any responsibility for any faults, errors or delays caused by BT, BT Openreach, or the networks while they are carrying out any setup or ongoing programming or call routing work.

2.3 In certain limited circumstances, we may not be able to provide you with your services for technical reasons. If this happens we will do our best to inform you promptly, and resolve the issue quickly.

2.4 We may suspend your services from time-to-time for operational reasons; such as repair, maintenance, improvement or emergency. Where practical, we will seek to provide notice of the same to you, but we reserve the right to do so without notice to you, where it is reasonably necessary for us to do so. We will seek to restore services to you as soon as possible.

2.5 Any advice or information, whether spoken or in writing, provided by us to you, will not create any guarantee that is not specifically referred to in these terms and conditions or our Code of Practice. (Additional charges and rates referred to hereunder will be published on the website).

2.6 For broadband customers, you are fully responsible for:

2.6.1 Connecting a suitable micro filter to the Carriers master socket (and any extension sockets) at your premises; and

2.6.2 Connecting a suitable router/modem to the relevant port on the micro filter.

2.7 We accept no liability whatsoever for any loss you, or any third party, may suffer as a result of:

2.7.1 Your installation, and or setting up of any equipment to receive the service, including but not limited to loss caused by your installation of the equipment or any customer apparatus; or

2.7.2 any faulty customer apparatus, notwithstanding any list of suitable customer apparatus which we may publish on our website.

2.8 If we supply you with any equipment, you must agree to the terms of the relevant end-user agreement, or third-party warranty, related to the equipment as we will not accept any liability as a result of any failure by you in this regard. Other than where required by law, any such equipment is supplied 'as is' with no warranty from us as to its fitness for purpose or otherwise. We shall use reasonable endeavours to assist with reasonable queries you may have in respect of initial installation of the service. However, to the extent that such queries relate to any problems which, following an initial diagnosis, may be outside our control, or ability, to remedy (including but not limited to customer apparatus or equipment we provide), we do not guarantee that we shall be able to help resolve any such difficulties; such limited support shall be provided to you by telephone by you calling the Business Support team.

2.9 The Company does not warrant that any particular customer apparatus shall be compatible with the service, and we shall not be responsible for supplying, or supporting, any customer apparatus.

2.10 If your service has a fault of any kind, MCL Telecommunications Group Ltd will proceed to raise this directly with the network. If an engineer is required to assist the investigation further, it is the responsibility of the customer to ensure that the apparatus on-site has been checked and is of sound working order. If the fault is shown to be the customer's apparatus there will be an engineer visit charge of between £150–£250, depending on the type of engineer required to complete the job.

3 Your use of the services

3.1 You agree to use the service as a business or consumer, in line with these terms and conditions and also in line with all relevant laws, regulations and licenses, as may be amended from time to time.

3.2 You agree not to use the services:

3.2.1 to transmit or receive any material that may be considered; illegal, defamatory, offensive, racist, obscene, indecent, menacing (including when talking to our Business Support team), or allow someone else to do these things;

3.2.2 to do anything, or allow anything to be done, which could damage our network;

3.2.3 to do anything, or allow anything to be done, which causes inconvenience or distress to any third party;

3.2.4 for fraudulent or criminal activities, including file sharing of an indecent nature.

3.3 You agree that you will not tamper with your telephone line or any equipment, or otherwise do anything which may cause damage to it.

4 Free and inclusive calls, and unlimited broadband data

4.1 Certain MCL Telecommunications Group Ltd packages include free or inclusive calls. These are to UK geographic numbers starting 01, 02 and 03 only, and are available at the times stated in your MCL Telecommunications Group Ltd package. Please check your contract to see if these apply to your services.

4.2 All other calls, including -but not limited to- internet, non-geographic and premium rate calls (except calls to 0870 and 0845 numbers, if expressly included in a package) are excluded.

4.3 Certain MCL Telecommunications Group Ltd broadband packages include unlimited data. As is standard industry practice, this is subject to a fair use provision. We reserve the right to restrict download speed to users in breach of this provision.

5 Our charges and paying for the services

5.1 The MCL Telecommunications Group Ltd package you select may be liable to a monthly fee for calls, if so these fees will be payable in advance, you will be billed for these within 30 days of activation. A fixed connection fee may apply to all chargeable calls, as stated in your MCL Telecommunications Group Ltd package. Chargeable calls may be billed monthly.

5.2 We will charge you for the services in line with our rates as stated on your contract, and you agree to pay us the amount you are invoiced in accordance with such rates.

5.3 Current rates are available on request, we reserve the right to increase or decrease our rates, or introduce new rates, from time-to-time according to the terms hereunder: please see Clause 11 below for details.

5.4 Unless your MCL Telecommunications Group Ltd package details state otherwise, call charges are charged at one-minute intervals. You accept that any person making telephone calls from the numbers you have chosen to use with the services, we consider to be authorised by you and that you must pay any call charges due from that use.

5.5 Any calls made, and not routed through, our network will be billed for by the relevant network operator.

5.6 All Rates quoted on our website, and in writing, **EXCLUDE** VAT.

5.7 We work out all call charges using our data and records.

5.8 When the services end, we will either:

5.8.1 Refund any amount in credit on your account, after we have deducted any amount you owe us, under these terms and conditions; or

5.8.2 Issue a final invoice for the amount you owe, which will be due by the date shown on that invoice.

5.9 We accept payment only by Direct Debit, unless we agree otherwise with you. Before we can accept your application, you must provide your name, address and bank account details.

5.10 We will invoice you (generally agreed to be every month, though we reserve the right to change this from time-to-time according to reasonable necessity) for all call charges, Fees and additional charges that you owe under this agreement since the last invoice we sent you.

5.11 We will deduct the payment on the due date shown on each invoice. If this due date falls on a weekend or a public holiday, we will deduct the payment on the next working day after that date.

5.12 If we make an error in our charges to you, under the Direct Debit scheme you are entitled to an immediate refund from your bank or building society. You may cancel a Direct Debit instruction at any time by writing to your bank or building society.

5.13 If you do cancel your Direct Debit, or discontinue the bank account that you use to pay us, you must tell us immediately and provide us with an alternative method of payment acceptable to us. If you have provided us with your credit or debit card details, you agree that we may deduct payment (including all outstanding call charges, fees and additional charges) from your credit or debit card account.

5.14 Unless we have previously agreed otherwise with you: a) we will charge a processing fee of £15 for any failed or cancelled Direct Debit payments, and payments which you make other than by Direct Debit; and b) we will also charge a late payment processing fee of £15 if you fail to make payment by the due date.

5.15 If you disagree with any item on your invoice, you must notify the Business Support team in writing within 30 days of the date on the invoice. After that time, you are deemed to have accepted the invoice.

5.16 If we accept that it is our mistake, we will credit any amounts that we have wrongly charged to your account within 30 days of receiving notice from you. If you are unhappy with our decision, please refer to the dispute resolution process set out in our Code of Practice.

5.17 We may charge interest at 4% above the base rate of Barclays Bank PLC (from time-to-time) on any amount that is still due 30 days after the invoice date, in-line with these terms and conditions. This interest will start to apply from 30 days after the due date for payment and will accrue each day until you

pay the total amount you owe, whether or not this agreement has ended. Please also note that we may in such circumstances suspend, or end, your services immediately pursuant to clause 9.3.2 below.

5.18 You agree to pay all reasonable costs incurred when collecting any outstanding sums from you, including any agents or solicitor's costs.

6 Your personal information and privacy

6.1 You agree that we may retain and process the personal information that you give us, including information relating to yourself, your address and other details (in line with current GDPR legislation) for purposes including marketing, business creation and development, management reporting, communications both manually and/or on a computer database, billing and assessment of your use of the services pursuant to Clause 3.2, and that we will be the data controller for this information.

6.2 Unless you have already notified us otherwise during the application, you agree we may also use your data for marketing purposes. This may include providing your data to carefully selected third parties. If you do not want to receive marketing material from us or our associated companies, then you should advise us of this immediately by contacting the Business Support team.

7 Warranties and Liability

7.1 We do not limit our liability, or any liability we may have to you, under section 2.1 of the Unfair Contract Terms Act 1977 or Part 1 of the Consumer Protection Act 1987.

7.2 Except as expressly stated herein, we shall not be liable to you under, or in connection with, this agreement:

7.2.1 for any loss that we could not have reasonably been expected to foresee at the start of the contract, even if you had previously made us aware of these special circumstances;

7.2.2 for any loss of business, contracts, profits, anticipated savings, goodwill, or revenue; and/or

7.2.3 any loss or corruption of data.

7.3 Telephone equipment provided by MCL Telecommunications Group Ltd are deemed our responsibility as part of the services. MCL Telecommunications Group Ltd are not liable for any problems you might experience with any telephone equipment you use with the services supplied by an alternative provider.

7.4. For any equipment provided to our broadband customers you must return any equipment that:

7.4.1 you report as faulty; and/or

7.4.2 we recall as it may need replacement for technical reasons.

7.5 With every modem, router, filter or cable supplied by us we will:

7.5.1 pre-configure it for you and deliver it to your notified premises, being the address supplied in your application, unless otherwise agreed, (while we will use reasonable endeavours to deliver the equipment to you within such timescales as may have been advised to you verbally or

otherwise, such timescales do not constitute a guarantee, and you agree that time is not of the essence in respect of such delivery); you will be charged for delivery and

7.5.2 provide a returns process as follows: you should notify us of any fault in the equipment by telephoning 01444 242200 or emailing us at orders@mcltelecom.co.uk; and

7.5.3 a diagnosis will then be carried out, and if it is determined that the equipment hardware is at fault, and the equipment is still covered by warranty, we will send a replacement to your premises.

7.5.4 to keep the equipment at the premises and not to move it;

7.5.5 to comply with the manufacturer's instructions relating to the equipment and/or all instructions we may notify to you;

7.5.6 to refrain from altering, adjusting, repairing, maintaining or otherwise interfering in any way (including resetting the router) with the equipment except by our authorised representative or with our written consent, save in the case of emergency and provided that you advise us immediately thereafter of the emergency action taken and circumstances requiring it. You shall indemnify us against any losses we may incur due to such action by you; and

7.5.7 not to cause any equipment to be connected (directly or indirectly) to the equipment or used with the services which is not technically compatible with the services, or is not approved for that purpose under any relevant legislation or telecommunications industry standard.

7.5.8 You shall at your own expense, provide and maintain for the duration of your contract with us a suitable environment, accommodation, facilities and electrical power for the equipment, in accordance with the relevant installation standards and regulations in order for us to be able to provide the services.

8 Disputes

8.1 All customer disputes and complaints shall be dealt with in accordance with the procedures set out in our Code of Practice (<https://www.mcltelecom.co.uk/code-of-practice>) and we will seek in good faith to resolve them with you.

8.2 If you are not satisfied with the way we have dealt with your complaint after you have exhausted our escalations process set out in the Code of Practice, you may be able to refer the matter to the independent ombudsman scheme that we are part of. Details of the independent ombudsman can be found within the Code of Practice.

9 Ending the Service or Moving Home

9.1 You may terminate your contract at any time in writing. If you wish to move or cease any of your services you MUST inform MCL Telecom in writing to info@mcltelecom.co.uk providing the reason, providing at least 30 days' notice. If we do not receive written notification from you your request to cease or move your service may be rejected.

If you do move your service, you will be subject to the following charges. (You may be liable for a termination charge pursuant to clause 1.10). There will be a disconnection/transfer charges of the following;

- ADSL or Fibre Broadband: £40
- Mobile lines, per number: £15
- PSTN, ISDN2/30 lines: £30
- Hosted VoIP seat: £15
- Virtual/inbound number, per number: £50

The charges will be applied on your following monthly invoice(s) along with any credits that may be due, you are required to retain your existing Direct Debit agreement until all final invoices have been paid. Failure to do so will result in a £30 administration charge.

9.2 From the activation date, we will provide the service to you unless and until they end in one of the ways described below.

9.3 We can suspend or end the service immediately if:

9.3.1 you break any of these terms and conditions;

9.3.2 you fail to pay the sums due for the services after we have given notice that your payment is overdue or your chosen payment method appears not to be valid in accordance with these terms and conditions;

9.3.3 for reasons outside our control, we cannot continue to provide the services; or

9.3.4 you use abusive or threatening behaviour while using the Service (including to our Business Support team).

9.4 If we end our contract with you under clauses 9.3.1, 9.3.2, or 9.3.4, we may charge you for any reasonable costs we have to pay to disconnect you. You may also, in our own discretion taking account of all the circumstances, be liable for an early termination charge pursuant to clause 1.10.

9.5 If we cease providing the services under clause 9.3.3 we will seek to give you at least seven days' notice in writing in so far as is reasonably practicable in the circumstances.

9.6 Upon termination of any services for any reason, we will send you a Termination Notice and all sums outstanding and any additional charges arising as a result of such termination shall become due and payable immediately.

9.7 If you move home within the UK, you may be able to continue to receive the service with us on your new line; or it may require an engineer to visit your new premises (subject to a fee under our published rates). Please note that your contract with us will continue in any event until it is ended in accordance with these terms and conditions. An early termination fee will still apply if you seek to end or cancel the service during the minimum contract term.

9.8 If you wish to continue to receive the services you must provide us with notice, including your new address and an alternative contact number, as soon as possible. Provided you give us 30 working days' notice of the move, we aim to move your services with no disruption, although the service may be

disrupted during the move due to external factors. You will continue to be responsible for all our fees and chargeable rates during this period. If you are unable to receive the service for any period of time from 30 days after giving us notice, except where the fault is with your customer apparatus, or where you have refused to pay for a necessary engineer in accordance with our advice, we will refund you pro-rata for any days without service on your next billing date.

9.9 We will in most cases charge you reasonable costs for moving the service to your new address, which will vary according to your set-up. Prices are available on request.

10 Contacting us

10.1 Written notices given under this contract may only be delivered by post or email;

10.1.1 to us at the relevant address given on our contacts page located at www.mcltelecom.co.uk/contact

10.1.2 to you at the relevant postal or email address provided as part of the details which you submit during the registration process or any alternative address that you provide to MCL Telecommunications Group Ltd.

10.2 Notices given under this contract must be made to the Business Support team in writing.

11 Changes to the Contract

11.1 We may change the terms of this contract from time-to-time. Changes will be posted on our website. **Please check this regularly for updates.**

11.2 If such changes are to your material detriment, in addition to publishing details of such changes on the website we will seek to contact you (giving you at least one month's notice) using one, or more, of the contact details provided by you in your application. Such notice will most commonly appear on your bill the month immediately before the changes take effect. If we increase any of our rates or charges to your material detriment by more than 10% at any one time and you object to such change, you will not have to pay a charge to terminate your contract early or move to another MCL Telecommunications Group Ltd package; however, you must inform us within seven days of us providing you with notification of the relevant change.

11.3 If we must make any changes to these terms and conditions due to matters outside of our control; such as changes in regulations, taxation or legal requirements, then we will let you know of these requirements and any such changes. In such circumstances you will not be able to end your service early without a termination charge, but only in accordance with clause 1.10 above.

12 Other

12.1 You cannot assign (transfer) your rights or responsibilities under this agreement without our permission in writing. We may refuse our permission.

12.2 Neither party shall be considered to have waived any right under these terms and conditions due to failure or delay in exercising that right.

12.3 Unless these terms and conditions say otherwise, any notice, invoice or other document given to you here under will be considered served if it is in writing and left at, or sent by post to, the address in the United Kingdom shown on your application form, or any other UK address that you have provided.

12.4 These terms and conditions exclude, and do not create, or allow any rights under the Contracts (Rights of Third Parties) Act 1999 that are enforceable by any person who is not a party to it but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

12.5 This agreement is governed by English Law, and you and we agree that disputes arising hereunder can only be dealt with in the courts of England and Wales.