

VENTURE FIXED - TERMS & CONDITIONS

'VENTURE'	Means Venture Ltd; Venture [Billing] Ltd or Venture Converged Solutions Ltd.
'SUBSCRIBER'	Means the Subscriber / Customer.
'NETWORK'	Means any telecommunications network available from Venture.
'SERVICES'	Means the telecommunications services provided by means of the Network. For the avoidance of doubt the Fixed Services includes but not limited to CPS, WLR, Broadband and non geographic services
'SERVICE PROVIDER'	Means Venture Ltd or Venture Converged Solutions Ltd
'CALL CHARGE'	Means a predetermined charge unit of time costed at the rates set out in the Tariff Sheets published by Venture from time to time, which are available on request from Venture, and which are subject to change / fluctuation.
'CONNECTION CHARGE'	Means the relevant one-off sum to be charged for connection to the Service.
'CONNECTION'	Means the connection of the Line or Service to the Network.
'CONNECTION DATE'	Means the date of connection i.e. the date service is enabled.
'INVOICE DATE'	Means the same date as appears on the invoice raised by Venture.
'MONTHLY CHARGE'	Means the relevant sum for access to the Network and provision of certain Services as set out in the Framework or Service Agreement and Charges, or any additional Services requested.
'CREDIT LIMIT'	Means a monthly financial limit applied for charges incurred under this Agreement.
'DISCONNECTION NOTICE'	Means a notice to disconnect one or more Services from the Network
'FRAMEWORK / SERVICE AGREEMENT'	Framework Agreement (Business Subscribers) and Service Agreement (Consumer Subscribers) is the Entire Agreement between the two parties in relation to the commercials including but not limited to price and obligations in conjunction with these Terms & Conditions.
'MINIMUM TERM'	Means the number of months stated in the Framework Agreement or Service Agreement during which you agree to take the Service from Venture commencing on the date of Activation, upgrade of equipment, incentive given, reconnection of service if suspended for non payment & / or Tariff, Service Change whilst in contract with Venture Whichever is the later). In the absence of a Framework or Service Agreement being signed or a Minimum Term not being detailed a Minimum Term of 36 Months applies
'MINIMUM PERIOD'	Means in the number of months stated in the Framework or Service Agreement in respect of each line connected to the Venture Service commencing on the date of Activation, upgrade of equipment, incentive given, reconnection of service if suspended for non payment & / or Tariff Change whilst in contract with Venture (Whichever is the later). In the absence of a Framework or Service Agreement being signed or a Minimum Period not being detailed a Minimum Period of 36 Months applies
'TERMINATION FEE'	Means the fee as detailed in Clause 5
'TERMINATION NOTICE'	Means the notice to terminate this Agreement served 30 days prior to the expiration of the Minimum term or pursuant to clause 5 which should be submitted in accordance with the Termination Notice process and using the Termination Notice Form or as may otherwise be made available to the Subscriber by Venture.
'VALUE ADDED SERVICES'	Means the value added services such as installations, insurance, field services, repair etc as may be made available from time by Venture to the Subscriber on non discriminating basis and details of which appear on the Price List.

1. Service

Venture will provide the Service as detailed in the Framework or Service Agreement to the Subscriber on an exclusive basis. For the avoidance of any doubt; by entering into this Agreement the Subscriber appoints Venture as the exclusive supplier of the Service and the Subscriber shall not appoint a third party to provide services similar or identical to the Service provided by Venture, without the prior written consent of Venture; such consent will not be withheld where Venture is unable to provide the Service/s offered by the third party

2. Duration

2.1 The Agreement shall come into force on and with effect from the date on the Framework or Service Agreement.

2.2 The Minimum Term of the Agreement is as Stated in the Framework or Service Agreement from the date the Service commences on each line or Service. By signing this Agreement you are agreeing to opt into the automatic contract renewal. By opting in the Agreement will automatically renew for a further Minimum Term unless written notice is given by the Subscriber 90 days prior to termination of the Minimum Term.

3. Payment

3.1 Pricing the Service shall be as stated in the Framework or Service Agreement. All prices are exclusive of Value Added Tax and all prices are subject to change upon Venture giving no less than thirty days written notice to the Subscriber.

3.2 All sums due to Venture under this agreement shall be paid in full by the Subscriber without any off-set whatsoever.

3.3 The Subscriber shall be invoiced monthly by Venture for all charges under this Agreement plus Value Added Tax. Payment is due within 14 days of the invoice date. The time of payment of all sums due to Venture under this agreement shall be the essence of this agreement. If payment in full is not received by Venture upon the date due, Venture shall be entitled to levy a late payment charge at a rate of 1.5% per day on any unpaid overdue balance. Venture may suspend Service due to non payment of invoices, by the due date, this will result in the suspension of the Service without prior notice.

3.4 All charges payable under this agreement shall be calculated by reference to date recorded or logged by Venture and not by reference to the date recorded or logged by the Subscriber.

3.5 Venture shall be entitled to levy a monthly rental fee for any equipment supplied.

3.6 Venture shall be entitled to levy a fee for installation of equipment, installation of a Services, connection of a Service or cancellation of an engineer visit (for booked appointments that are cancelled either due to the engineer not being able to gain access to the site or the appropriate notice not being given).

3.7 All billing queries must be raised within 30 days of receipt of invoice. It is at Venture's sole discretion as to whether or not a rebate is granted after the 30 day period has lapsed

4. Use of the Service

The Subscriber undertakes to use the Service in accordance with such conditions as may be notified in writing to the Subscriber by Venture from time to time.

5. Termination of the Service

5.1 If the Subscriber wishes to cancel the Agreement, giving 30 days written notice prior to the termination of the Minimum Term Venture will agree to accept such cancellation on the basis that the Subscriber shall pay any outstanding bills for telephone calls and /or line rental charges. If notification is not received from the Subscriber and the Subscriber continues to use the Service then the terms of this Agreement will continue to apply. Venture makes no charges directly associated with cancellation or termination. For the avoidance of any doubt; the Subscriber permits Venture to prohibit the transfer of all or part of the Service away from Venture whilst the Subscriber is in contract &/or monies are outstanding &/or no written notice has been provided.

5.2 The Subscriber may not disconnect or request the transfer of any line / Service away from Venture within its Minimum Term without the prior written consent of Venture. For the avoidance of any doubt the ownership of the Subscriber telephone numbers and BT lines is assigned to Venture for the duration of the Minimum Period

5.3 In the event that Venture agrees and the Subscriber gives Disconnection Notice to take effect (and resulting in disconnections) prior to the expiry of the Minimum Term for particular lines / Service concerned, the Subscriber will pay to Venture the following Termination Fee's prior to the numbers being terminated or transferred to another Service Provider.

5.4 Venture's standard line rental, until the end of the specified term, will be charged on each number within the fleet.

5.5 Projected value of remaining term call revenue. This will be calculated by taken a monthly average of the last 3 months actual call spend.

5.6 In early termination an administration / reconciliation fee will be charged, subject to the discretion of Venture based on projected value of remaining term call revenue.

5.7 Any equipment supplied free of charge or as part of the discount package will be the property of Venture and will be returned by the Subscriber & / or invoiced to the Subscriber at Venture's price list at time of early termination.

5.8 Any Connection Incentive given or line rental discount provided as part of a discount package may be subject to claw back.

5.9 In the event of the Network providing call data after the disconnection of the device the subscriber will be liable for all outstanding charges at any time after the disconnection date.

6. Provision of Information

The Subscriber undertakes to promptly provide Venture free of charge, with all information and co-operation that Venture may reasonably require to enable it to proceed without interruption with the performance of its obligation under this agreement.

7. Liability

7.1 Nothing in this Agreement shall exclude or restrict Venture's liability for death or personal injury resulting from the negligence of Venture or its employees while acting in the course of their employment.

7.2 Subject to Condition 7.3 Venture shall be liable for the damage to the property of the Subscriber caused by any negligent act or omission of Venture or its employees provided that such liability Venture in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of Venture's obligations under this agreement shall be limited to £20,000 for any one incident or £50,000 for any series of incidents arising from a common cause in the twelve month period.

7.3 Venture shall not be liable to the Subscriber in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss however arising.

7.4 In the event of any failure in the service Venture shall not be liable to the Subscriber for any charges incurred by the Subscriber should the Subscriber divert its call traffic to another carrier.

7.5 The provisions of this condition 7 shall continue to apply notwithstanding the termination of this Agreement.

7.6 Venture shall not be liable in any circumstances for making good Subscriber premises in the event of the removal of the equipment.

8. Availability

Venture will use all reasonable endeavours to ensure that the services are available for the use by the Subscriber in accordance with the service standards for the time being set out in Ventures service literature. Venture may from time to time introduce compensation schemes should Venture fail to achieve the standards of service set out in its service literature.

9. Termination

9.1 Without prejudice to their rights under the Agreement Venture and the Subscriber shall have the right to terminate this Agreement forthwith in the event that:

9.1.1 the other party is in default in its performance or observation of any of its obligations under this Agreement, and, in the case of a remedial breach, fails to remedy the breach within a reasonable time specified by the non defaulting party in its written notice to do so: or

9.1.2 an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertakings or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or made up a winding order.

9.2 Without prejudice to its other rights, Venture shall have the right forthwith to terminate this Agreement by notice in writing to the Subscriber in the event that:

9.2.1 The Subscriber fails to make any payment when it becomes due to Venture: or

9.2.2 Venture's partner's license expires or it is revoked: or

9.2.3 A license under which the Subscriber has the right to run its telecommunications systems and connect it to the Venture system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid license.

9.3 In the event of termination by Venture under conditions 9.1.1, 9.1.2, 9.2.1 or 9.2.3 Venture shall be entitled to recover from the Subscriber all costs, losses and expenses incurred by Venture including but not limited to the cost of removing the Services from the Subscribers premises. Alternatively at Ventures sole discretion Venture may transfer the ownership of all Subscriber services directly to Venture for use with new and/or existing Subscribers.

10. Suspension of Service

Venture may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Subscriber on notifying the Subscriber either orally, (confirming the same in writing) or in writing in the event that:

10.1 The Subscriber is in breach of any term of this Agreement; or

10.2 The Subscriber prevents or delays prearranged maintenance from being carried out; or

10.3 The Subscriber is suspected in Venture's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service.

11. Assigned Authority

Venture may at its sole discretion elect to assign the Subscribers call routing and line provision requirements to an alternative carrier and/or Service provider. In this event the Subscriber agrees to adopt the new service provider's T's & C's.

12. General

12.1 This Agreement may not be assigned in whole, or in part, by the Subscriber without the prior written consent of Venture, such consent not unreasonably withheld.

12.2 Neither party shall be liable to the other for any loss or carriage which may be suffered by the other party due to any cause beyond the first party's reasonable control.

12.3 This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior undertakings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by Venture.

12.4 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be waiver of any such right not operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion.

12.5 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left or sent by post or facsimile transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.

12.6 Venture's address for Service of any notice hereunder shall be such address as appears on the last invoice rendered to the Subscriber or such other address as may be prescribed by Venture for that purpose.

12.7 This Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.