



**AGREEMENT BY CUSTOMER**

The customer hereby agrees to accept and use the Service subject to the terms and conditions listed below.

Name \_\_\_\_\_

Position \_\_\_\_\_

(If signing on behalf of a Company)

Signature X \_\_\_\_\_ Date \_\_\_\_\_

**TERMS AND CONDITIONS**

IN WHICH

- "SL" means SIMPLY-FONE/SWIFTNET which expression shall, where the context so requires include its associates, successors and assignees.
- "THE SERVICE" means the various services offered by SL.
- "CUSTOMER" means a customer of the SERVICE as described.
- "CUSTOMER CODE" means the unique code allocated to a CUSTOMER for the purpose of the CUSTOMER'S use of THE SERVICE.

AND WHERE

1. CUSTOMER is responsible for the charges incurred through the user of THE SERVICE with the CUSTOMER CODE.
2. CUSTOMER shall not use or permit others to use THE SERVICE:
  - (i) to communicate in a defamatory, offensive or obscene manner.
  - (ii) in a manner which infringes or violates the rights of any person, and CUSTOMER agrees to indemnify and hold harmless SL against all Liabilities, claims, damages and losses arising out of or in any way connected to such use.
3. Charges for THE SERVICE shall be levied as set out in the Simply-Fone price list current at such time and payable in accordance with the terms described on the invoice.
4. SL reserves the right to revise the charges set out in the price list by giving 30 days notice of such revision or within a notice period not less than that given to SL by any licensed supplier of directly connected communication services.
5. For the avoidance of doubt, SL has no obligation beyond that of a duty to exercise reasonable skill and care in the provision of THE SERVICE. In any event and in no circumstances shall SL be liable in contract, part or otherwise for any loss of business, contracts, profits or anticipated savings or for any indirect or consequential loss whatsoever.
6. Either party may terminate the agreement by giving written notice to the other party of such termination, whereupon CUSTOMER shall pay all outstanding charges in accordance with the terms described on the invoice.
7. Termination, for whatever reason, shall in no way effect the force and effectiveness of Clause 5 above.
8. This Agreement shall be governed by and construed in accordance with United Kingdom law.

**The Direct Debit Guarantee**

- I. This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- II. If the amounts to be paid or the payment dates change Simply-Fone/Swiftnet will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- III. If an error is made by Simply-Fone/Swiftnet or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- IV. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.