



## NGN Telephone Service Application Form

**Simply-Fone Ltd**

PO Box 20338

London

NW11 9ZW

Tel: 084 4545 9876

Fax: 084 4545 9877

Customer Name:	
Company Name:	
Address:	
Postcode:	
Email:	Tel:
Company Registered Number (if applicable):	

NGN to be set up:  
020 / 03 / 0800 / 0844 / 0845 / 0871

Telephone or mobile number  
where NGN to be diverted


We will send you a fully itemised bill every month by:

- Email  
 Post

### AGREEMENT BY CUSTOMER

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

Name \_\_\_\_\_ Position \_\_\_\_\_  
(If signing on behalf of a Company)

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

I hereby authorise Simply Fone Ltd to charge the total amount of my invoice to my debit/credit card in accordance with our standard T&C's. Authorisation shall remain in force until we receive written notice of cancellation from the undersigned

Card type: \_\_\_\_\_ Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ Security Code (or Issue Number if applicable): \_\_\_\_\_

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

### NON-RESIDENTIAL ONLY

#### INSTRUCTIONS TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT

Please fill in the whole form using a ball point pen and send to  
Simply-Fone Ltd., PO Box 20338, London NW11 9ZW



Name(s) of account holder(s)

To The Manager	Bank/Building Society
Address	
Postcode	

Originators identification number

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For Simply-Fone official use only.

Ref:

Name of Account Holder

Bank/Building Society account number

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Branch Sort Code

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#### Instructions to your bank or Building Society

Please pay Simply-Fone / Swiftnet Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit guarantee. I understand that this instruction may remain with Simply-Fone / Swiftnet and if so, details will be passed electronically to my Bank/Building Society

Signature (s)

**X**

Date

Banks and Building Societies may not accept Direct Debit instructions for some types of accounts

**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  \_\_\_\_\_ Date \_\_\_\_\_

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**TERMS AND CONDITIONS**

IN WHICH

- "SL" means SIMPLY-FONE 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.

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**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 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 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.