



## OUR STANDARD TERMS & CONDITIONS

cereno, is a trading division of datacom (ISDN datacom Limited)  
cereno, The Reading Enterprise Centre, Earley Gate, Whiteknights Road, Reading, RG6  
6BU

The following terms and conditions (including specific terms for a specific service) set out the entire Agreement between Client and cereno (isdn datacom Limited) relating to the use of cereno's carrier service provision. By signing the Service Order Form, Client signifies Client's acceptance of the terms of the agreement. Specific Terms and Conditions relating to the specific products or services procured by Client will be additional to the terms of this Agreement.

### Key Terms

In this Agreement:

**"Accepted"** means that cereno has satisfied itself that it is commercially and technically able to provide the service in that instance.

**"Agreement"** means the agreement made between cereno and the Customer by signing the Service Application Form.

**"Calls"** means signals, messages, or transmissions sent from Client's telecommunications or computer equipment.

**"Charges"** means the amounts payable at the rates and times prescribed by cereno from time to time in respect of the cereno Service used.

**"Customer", "Client" and "Client's"** mean the customer named on the Service Order Form with whom cereno makes a contract for the provision of cereno's services and where the context requires, includes any person reasonably appearing to cereno to act within that customer's authority.

**"cereno", "we" "our and "us"** mean cereno Limited and where the context permits includes our employees authorised agents, contractors and assignees.

**"cereno Services" and "Services"** mean services provided by cereno from time to time including, but not limited to, a switched voice and data service which uses an access code.

**"Equipment"** means any routing device or software program or other equipment which may from time to time be installed or connected to provide

cereno's Service.

## **THE TERMS OF THE AGREEMENT ARE AS FOLLOWS.**

### **1. The Services to be provided by cereno**

1.1 cereno shall, having accepted a correctly completed order form, supply to Client, telephone Services which use an access code and another operators exchange lines to route selected outgoing calls over and via the cereno Telecom Service.

1.2 cereno shall use all reasonable care and skill of a competent telecommunications service provider to deliver Client with a reliable service of quality. cereno shall correct any failures in the Service as soon as it is reasonably practicable unless the failure is caused by a reason covered in clause 5.4.

1.3 cereno may at its sole discretion collect data and prepare reports about Client's use of the telecommunication services as part of the Service and will keep all such information confidential unless otherwise requested.

### **2. Client's obligations to cereno**

2.1 Client ensure that Client's telecommunications equipment (to the extent that it is not provided and maintained by cereno) is in good working order and complies with all applicable standards and approvals so as to enable the provision of the Services.

2.2 Client does not use the Services for any improper or unlawful purpose and or in a manner which is offensive or for a purpose which is unlawful, nor does Client allow others to do so.

2.3 Client pay the charges set out in cereno's bills for the service as notified to Client, whether or not the use of the services is authorised by Client;

2.4 Client comply with this agreement and any reasonable instruction cereno gives Client relating to the use of this service.

2.5 Client provides reasonable assistance to cereno to enable it to provide the services.

2.6 Client meet Client's payment obligations set out in clause 3.

2.7 Client indemnify cereno fully against all losses, liabilities, costs (including legal costs) and expenses which cereno may incur as a result of any breach of Client's obligations under this agreement or misuse of this Service.

2.8 Client provide cereno with any information that we reasonably request, and permit cereno to use that information for Credit Verification and Debt Collection purposes

(including disclosure to and use by third parties acting on behalf of cereno for such purposes). We may also disclose Client's telephone number to other licensed telecommunications providers as necessary to allow them to operate emergency, directory, or operator services.

2.9 Client promptly notify cereno of any changes in Client's address.

### 3. cereno's Service charges and payment

3.1 Client shall pay the charges for the Services as set out in the cereno price tariff, which may vary from time to time. We reserve the chance to increase/decrease our charges from time to time and /or introduce new charges. If we alter our charges, we will give Client at least 14 days prior notice.

3.2 cereno will send Client an itemised bill. The charges for the use of the Services will be calculated according to the prices applicable at the time that the Services were used. Call Charges will be billed monthly in arrears, fixed line, services and other standing charges are billed monthly in advance and are due for payment on demand.

3.3 Payment is accepted by Direct Debit. Direct Debit customers will not be ebited until at least 14 days after the delivery of the bill. We will accept payment by other means but may charge an administration fee each month.

3.4 All charges will have VAT added at the date prevailing on the date that the bill is produced.

3.5 If payment has not been received within 18 days of the date of the bill we may at any time after that date, without prejudicing our rights to terminate this agreement, prevent Client from making any further use of the Service(s).

### 4. Keeping Client informed

4.1 cereno will communicate all notices or bills relating to the Service by emailing or posting them to the most recent address of which we have been notified. Notices given by Client to cereno must be communicated by telephone confirmed by fax or alternatively by post.

### 5. Warranties

5.1 To the extent that all or any part of the services are faulty, unavailable, or interrupted cereno will use its reasonable endeavours to provide the Services.

5.2 cereno shall not be liable for faults in Client's telecommunications or computing equipment which result in cereno being unable to provide the Services.

5.3 cereno will be liable to Client if our negligence causes death or personal injury. In all other circumstances cereno shall not be liable for any, loss of use, loss of data, loss of profits or revenue, missed opportunities, wasted expenditure, savings that Client expected to make or other indirect or consequential losses. In the event of a failure in the Services cereno shall not be liable for additional costs should Client's Calls be directed to another carrier.

5.4 There may be occasions when cereno is unable to provide the Services because of something beyond our reasonable control. We will not be liable if this is the case.

5.5 Any liability cereno may have of any sort (including any liability because of cereno's negligence) shall in no circumstances exceed £5000 in respect of one customer in any 12 month period.

5.6 This clause 5 sets out cereno's entire liability in relation to this agreement. All other express or implied terms, conditions or warranties, whether statutory or otherwise and all stipulations to the contrary are hereby excluded to the fullest extent permitted by Law. The provisions of this paragraph shall continue to apply even after this Agreement terminates.

## 6. Supply of service

6.1 Upon receipt of a completed order form cereno will use all reasonable efforts to provide the Service. The customer acknowledges however that cereno does not warrant that it will necessarily be able to do so.

## 7. Termination

7.1 Either Client or cereno may end this agreement at any time by one month's written notice following completion of any minimum or agreed to, contract term.

7.2 In addition to its other rights under this Agreement, cereno can suspend the services or end this agreement or both at any time without informing Client if: Client materially breach this agreement: and Bankruptcy or insolvency proceedings are brought against Client, a receiver is appointed over any of Client's assets or Client go into liquidation.

7.3 cereno may terminate this Agreement if its own agreements with third party public Telecommunications operators are revoked.

7.4 Client will have no claim against cereno alleging breach of contract in any of these circumstances.

## 8. Rights and Obligations on Termination

8.1 Following the termination of Agreement, all provisions intended to have continuing effect shall do so, including but not limited to Clause 3 Indemnity. Clause 5 Warranties and Clause 7, Loyalty Bonds.

8.2 At the time of termination of the Contract for whatever reason, cereno agrees to help Client, if requested, to effect an orderly assumption by a replacement supplier of the Services supplied under the terms of this agreement.

8.3 Upon ending or suspension of this Agreement, all amounts Client owes cereno for use of the Services shall be due and payable in full, on demand, and intended to affect or limit the scope of the Agreement.

## 9. General

9.1 The headings in this Agreement are purely for convenience and are not intended to affect or limit the scope of the Agreement.

9.2 cereno may transfer this Agreement at any time whereas Client may not transfer or try to transfer this agreement unless we have agreed in writing.

9.3 Any concession, waiver or extra time that cereno may allow Client is limited to the specific circumstances in which it is given. It may be withdrawn and does not affect cereno's rights under this agreement.

9.4 If any part of the Agreement is found to be invalid, illegal or unenforceable the remainder of the obligations shall continue in full force and effect as if the Agreement had been undertaken with the invalid provision eliminated.

9.5 The Agreement is subject to English Law and any court action must be brought in English Courts.

9.6 The Agreement constitutes the "Entire Agreement" between the parties. It supersedes all prior representations, agreements, negotiations or understandings whether written or spoken and prevails over any other terms.

9.7 If Client telephones cereno Client's call may be monitored or recorded.

## 10. Equipment

10.1 Equipment may be supplied to facilitate use of this service. The customer must take reasonable care of such Equipment and must not deliberately damage it, tamper with it, attempt to repair it, replicate it or disassemble it in any way. The customer is not allowed to remove the Equipment from the Equipment service address specified in this

contract without cereno's written permission in advance. The customer must tell cereno where the equipment is at any time if cereno asks.

10.2 When this contract ends, or cereno replaces the Equipment, the customer must within 14 days observe cereno's reasonable instructions as to the return of the equipment to cereno, its collection by cereno, or its disposal by the Customer.

10.3 The equipment belongs to cereno at all times. The customer is not allowed to sell the equipment nor to give it away, nor to allow any one else to keep it.

## 11. Software

11.1 Intellectual property rights in all software supplied by cereno remains the property of cereno or its licensor. When software is supplied, cereno grants the customer a non-exclusive, non transferable licence to use the software for the purpose of facilitating access to the Service and for no other purpose.

## 12. Confidentiality

12.1 Except as set out in this Clause 12.1, each party shall treat as strictly confidential:

(i) the existence, provisions or subject matter of this Agreement or of any document or agreement entered into pursuant to this Agreement;

(ii) the negotiations relating to this Agreement; and

(iii) all information received or obtained as a result of entering into or performing this Agreement which relates to the other party or its clients or the business, financial or other affairs of the other party or its clients. Either party may disclose information referred to in this Clause 12.1 which would otherwise be confidential if and to the extent that the disclosure is:

(a) approved by the other party in writing in advance;

(b) required by the law of any relevant jurisdiction or by a court of competent jurisdiction;

(c) required by any securities or investment exchange or regulatory or governmental body to which either party is subject;

(d) required to vest in that party the full benefit of this Agreement;

(e) made to the professional advisers of that party;

(f) made to the officers or employees of that party who need to know the information for the purposes of the provision of the Services;

(g) of information that has already come into the public domain through no fault of that party; or

12.2 All communications relating to this Agreement shall be in writing and delivered by hand or sent by post to the party concerned at the relevant address shown in the latest order form (or such other address as may be notified from time to time in accordance with this clause by the relevant party to upon delivery or if posted upon delivery.

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