



Hullabaloo Terms and Conditions for Non-geographic Numbers

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1. Definitions

“Account” means the record of all Charges due from a Customer.

“Agreement” means the agreement between Hullabaloo Communications and the Customer in respect of the Services incorporating these terms and conditions.

“Charges” means the charges payable in respect of the Services (as amended from time to time in accordance with clause 5.8 below).

“Customer” means the party named as such on the Customer Order Form to whom Hullabaloo Communications agrees to provide Services and by whom Charges are payable.

“Customer Order Form” means Hullabaloo Communications customer order form completed by the Customer either manually or via the internet.

“Initial Connection” means the time and date when the Services are first made available to the Customer.

“ICSTIS” means the Independent Committee for the Supervision of Standards of Telephone Information Services.

“OFCOM” means the Office of Communications.

“Operator” means the provider of non geographic to the Telecommunications Network..

“Order” means a Customer’s order for services made manually on a Customer Order Form or any request for services via e-mail or the internet.

“Premium Rate Number” means the telephone number allocated to a Customer for the purpose of enabling the Customer to provide Premium Rate Services.

“Premium Rate Services” means telephone services providing information, advice, entertainment or any other services defined from time to time by ICSTIS as being Premium Rate Services.

“Revenue” Means sums payable by Hullabaloo Communications to the Customer in respect of Non geographic Numbers that generate a rebate.

“Services” means connection to the Telecommunications Network, provision of Telephone Numbers, Non geographic Numbers and other telecommunications services as set out in one or more Customer Order Forms.

“Telecommunications Network” means the public and private telecommunications systems non geographiced by the Telephone Number/Non geographic Number or by which the Services are made available.

“Telephone Number” means telephone number allocated to the customers account..

“Non Geographic Numbers” means any non-geographic number including International Toll Free (ITF) numbers allocated to the customers account.

“Hullabaloo Communications” means Hullabaloo Communications Ltd.

2. PROVISION OF SERVICES

- 2.1 Hullabaloo Communications agrees to provide Services to the Customer on the terms and conditions of this Agreement once Hullabaloo Communications has accepted the Customer's Order. Hullabaloo Communications will have accepted the order upon the Initial Connection. From time to time Hullabaloo Communications may need to substitute the ordered non geographic number for an alternative non geographic number prior to the initial connection and will advise the customer accordingly before the initial connection.
- 2.2 It is estimated that the Initial Connection will be no more than 48 hours after receipt of the Order, or in the case of international toll free numbers (ITF) these will take up to 6 weeks unless stated otherwise.
- 2.3 The minimum period for the Services is 12 months from the Initial Connection. This Agreement will continue after the expiry of the minimum period unless and until:
 - 2.3.1 It is terminated by either party giving the other one month's written notice to terminate the Agreement expiring on the first or any subsequent anniversary date of its commencement. In the case of notice given by the Customer, the notice shall not become operative until the Customer receives, by way of acknowledgement, a cancellation acceptance form signed by an officer of Hullabaloo Communications on Hullabaloo Communications headed note paper; or
 - 2.3.2 In accordance with clause 11 below.
- 2.4 The Services are supplied subject to all limitations of the Telecommunications Network including the risk of imposed prefix or number changes. In particular Hullabaloo Communications is unable to guarantee that all overseas systems and networks will be able reach the non geographic number advertised to reach the Customer using the Telephone Number/Non geographic Number or that telephone keypads will use the same alphanumeric combinations as are currently used in the UK.
- 2.5 Each Order will with these terms comprise a separate contract between the parties unless the order specifies that it is an amendment to an existing contract.
- 2.6 Where an Order covers more than one Telephone Number/Non geographic Number each Telephone Number/Non geographic Number shall be deemed the subject of a separate and severable Agreement.
- 2.7 Where the Customer's name or if applicable company registered number on the Customer Order Form is incorrect or incomplete, the Customer agrees that Hullabaloo Communications may treat as being the Customer the individual or organisation that made the order for services.

3. Hullabaloo Communications OBLIGATIONS

- 3.1 Hullabaloo Communications will use reasonable endeavours to provide the Services but Hullabaloo Communications shall not be liable for any failure resulting from factors outside Hullabaloo Communications control. In particular Hullabaloo Communications is not responsible for the operation of the Telecommunications Network. Hullabaloo Communications are not liable for any numbers not working outside the UK Network. It is the customers responsibility to check all numbers for connectivity outside of the UK Networks before connection takes place.
- 3.2 Hullabaloo Communications reserves the right from time to time to improve or alter the Services as it deems appropriate, provided that such changes do not substantially change the nature of the Services.
- 3.3 Hullabaloo Communications will provide an after sales service and help desk contactable by telephone or e-mail.

4. CUSTOMER RESPONSIBILITIES

- 4.1 The Customer shall at all times:-
 - 4.1.1 Comply with any reasonable directions or instructions (including requests for assistance or information) issued from time to time by Hullabaloo Communications in connection with the Services or any of them;
 - 4.1.2 Pay Hullabaloo Communications charges under this Agreement on or before the due date for payment without set off or deduction;
 - 4.1.3 Ensure insofar as is possible that the Telephone Numbers/Non geographic Numbers are not used in any unlawful, improper or damaging manner;
 - 4.1.4 Indemnify and hold harmless Hullabaloo Communications against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the Services;
 - 4.1.5 Indemnify and hold harmless Hullabaloo Communications against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from a claim by a third party where the third party claims it has the right to prevent the Customer from using the Telephone Number/Non geographic Number.
- 4.2 Where the Customer's Order Form includes an order for a Premium Rate Number the Customer shall also:-
 - 4.2.1 Provide Hullabaloo Communications with an accurate description of the Premium Rate Service it intends to provide;
 - 4.2.2 Prior to providing the Premium Rate Service ensure that it obtains all necessary licences, authorities and approval from ICSTIS, OFCOM and any other regulatory body relevant to the Premium Rate Service and thereafter maintains such licences, authorities and approval for the duration of this Agreement;
 - 4.2.3 Upon the request of Hullabaloo Communications provide Hullabaloo Communications with written evidence of such licences, authorities and approval;
 - 4.2.4 Notify Hullabaloo Communications immediately of any intention on the part of the Customer to change the nature of the Premium Rate Service and obtain Hullabaloo Communications agreement in writing to the proposed change prior to providing the new Premium Rate Service;
 - 4.2.5 Ensure the Premium Rate Service:-
 - 4.2.5.1 Complies with all relevant legislation, regulations, guidelines and codes of practice;
 - 4.2.5.2 Does not include any material which is defamatory, offensive, indecent, threatening or likely to bring Hullabaloo Communications into disrepute by virtue of its connection with the Customer;
 - 4.2.5.3 Does not refer to Hullabaloo Communications or the Operator without their prior approval in writing.
 - 4.2.6 The Premium Rate Service may be monitored from time to time by Hullabaloo Communications in order to ensure compliance with the terms and conditions of this Agreement or by the Operator, ICSTIS or any similar authority to ensure compliance with all applicable legislation, regulations, guidelines and codes of practice.

5. CHARGES AND PAYMENT

- 5.1 Connection charges may be payable upon invoice or prior to the initial connection by way of invoice and settled by a cheque or bank transfer (BACS) payment. Subsequent charges including monthly service rentals and calls will be paid upon invoice via a Direct debit payment (DD)
- 5.2 Other Charges are payable on invoice. Hullabaloo Communications may invoice monthly, quarterly or annually. If Charges are ascertainable in advance they may be invoiced in advance. In respect of unascertainable future charges Hullabaloo Communications may require a reasonable security deposit.
- 5.3 Hullabaloo Communications require the Customer to pay by direct debit. In the event that the Customer is unwilling or unable to pay by Hullabaloo Communications chosen automated means or such automated means are not set up or fail for any reason before Hullabaloo Communications invoices the Customer an additional £25 administration charge shall be levied for each invoice.
- 5.4 Certain Services (e.g. diverts to mobile or international) have additional costs which are outside the control of Hullabaloo Communications. Where any such charges are increased to Hullabaloo Communications it shall forthwith increase its own charges for the same Services.
 - 5.4.1 A minimum usage charge for Non geographic Numbers of 1 pence will apply.
 - 5.4.2 Revenue rebates will only be paid to a minimum invoice value of £10.00 per month
 - 5.4.3 Annual service charges will be applied to all non geographic and international toll free numbers
- 5.5 Invoices are payable within 14 days of their date. If a direct debit instruction is cancelled by the customer and collection is not made all services will be disconnected without notice. A reconnection fee of £50.00 will apply upon receipt of all outstanding invoices.
- 5.6 Overdue payments shall be subject to a fixed sum penalty or interest at an annual rate equal to the statutory interest rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgement.
- 5.7 Charges are exclusive of Value Added Tax.
- 5.8 Hullabaloo Communications shall in respect of each Service be entitled to review and vary from time to time the Charges and introduce new charges.
- 5.9 Charges may also be imposed in the following circumstances brought about by a Customer request:-
 - 5.9.1 Change of service.
 - 5.9.2 Change of Operator for any Telephone Number/Non geographic Number.
 - 5.9.3 Change of service provider upon termination of this Agreement in respect of any Telephone Number/Non geographic Number.
 - 5.9.4 Transfer of any Telephone Number/Non geographic Number .
- 5.10 Hullabaloo Communications can impose or vary charges and remove any revenue sharing agreement or monthly service 'Option' rentals and calls when Ofcom or the network provider 'Operator' being used for the service or BT change or impose a change to the payment rules or charges on Non Geographic Numbers
- 5.11 The Customer shall not dispute the amount of any Operator generated charges unless and then only to the extent that Hullabaloo Communications is entitled to dispute such charges with the Operator.

6. REVENUE

- 6.1 The Customer shall be entitled to receive Revenue from Hullabaloo Communications based on the minutes of call time generated by the use of a number that generates a rebate as recorded in data supplied to Hullabaloo Communications by the Operator which shall be conclusive for the purpose of calculating Revenue.
- 6.2 The rate at which Revenue shall be paid shall be agreed between the parties when entering into the contract.
- 6.3 Hullabaloo Communications shall pay Revenue on a monthly basis in arrears. Any revenue not claimed within a 3 month period will not be payable. Any disputes or discrepancies will not be paid if not notified within 14 days of invoice or commission statement and will only be paid for a maximum of the previous three months for whatever reason.
- 6.4 Hullabaloo Communications shall be entitled to withhold Revenue due to the Customer:-
 - 6.4.1 Upon the suspension of the Service in accordance with clause 9;
 - 6.4.2 If Hullabaloo Communications suspects the Customer is in breach of any term of this Agreement or any other agreement between the parties;
 - 6.4.3 If Hullabaloo Communications suspects the Customer has increased its entitlement to Revenue by fraudulent or improper means;
 - 6.4.4 If Hullabaloo Communications has not received the corresponding payment from the Operator
 - 6.4.5 If the customer does not invoice Hullabaloo Communications within three months of the revenue statement date
- 6.5 Hullabaloo Communications shall be entitled to set off any Charges due to Hullabaloo Communications against Revenue due to the Customer

7. Hullabaloo Communications LIABILITY

- 7.1 Hullabaloo Communications does not exclude or restrict any liability to the Customer for death or personal injury attributable to its own negligence or that of its employees or agents.
- 7.2 Hullabaloo Communications shall exercise reasonable skill and care in the provision of the Services.
- 7.3 Except as stated expressly otherwise in this Agreement, in relation to the provision of Services, Hullabaloo Communications shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms representations and undertaking, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by law.
- 7.4 Where any Service has been continuously unavailable to a Customer for a continuous period of more than 7 days and not as a result of any action or omission of the Customer or any event beyond the reasonable control of Hullabaloo Communications the Customer may apply to Hullabaloo Communications for a rebate of any time based Charges in respect of the unavailable Period and Hullabaloo Communications shall allow the Customer a proportionate rebate of such time based charges. Hullabaloo Communications shall have no other liability for failure or unavailability of the Telecommunications Network.
- 7.5 Hullabaloo Communications shall not be liable for any indirect or consequential losses, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated sales profits or savings, goodwill, business contracts or losses resulting from third party claims.

8. SUSPENSION OF SERVICES

- 8.1 Hullabaloo Communications may suspend all or part of the Services or any of them for so long as reasonably required or disconnect the Telephone Number/Non geographic Number at any time without notice if:-
 - 8.1.1 The Customer is in material breach of this Agreement or any other agreement between the parties and in particular in breach of clause 4 or 5;
 - 8.1.2 The Customer acts in such a way or permits anything to be done which, in the reasonable opinion of Hullabaloo Communications, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network;
 - 8.1.3 Required to do so directly or indirectly by law, the Operator, OFCOM or ICSTIS;
 - 8.1.4 Required for modification or maintenance or in cases of emergency
 - 8.1.5 Hullabaloo Communications has reason to believe the Services are being used for unlawful, fraudulent or improper purposes.
- 8.2 The Customer shall remain liable for all Charges during any period of suspension attributable to the actions or omissions of the Customer

9. DATA PROTECTION ACT

- 9.1 Information that the Customer provides to Hullabaloo Communications about private individuals relevant to Hullabaloo Communications dealings with the Customer will be stored within Hullabaloo Communications computer systems.
- 9.2 For the purpose of the Data Protection Act 1998 ("the Act") Hullabaloo Communications needs to specify the purposes for which it will use that information. It will of course only use it for legitimate purposes, including:-
 - 9.2.1 Communicating with the individuals concerned as necessary in connection with the Customer's dealings with Hullabaloo Communications.
 - 9.2.2 Communicating with the Customer in connection with Hullabaloo Communications services generally;
 - 9.2.3 Providing it to third parties as required by the Customer or the law or as necessary in connection with the Customer's dealings with Hullabaloo Communications (including for inclusion in publicly available directories). Those third parties may be outside the European Economic Area.
- 9.3 By giving Hullabaloo Communications that information the Customer consents to Hullabaloo Communications holding using and disclosing it for those purposes.
- 9.4 Hullabaloo Communications is permitted under the Act to hold and use personal data for the purposes specified above. It will not process such data provided by the Customer otherwise than for those purposes or as otherwise required by the Customer.
- 9.5 Hullabaloo Communications confirms that it will comply with the Seventh Data Protection Principle under the Act (data security) in relation to all personal data supplied by the Customer.

10. TERMINATION OF AGREEMENT

- 10.1 Hullabaloo Communications may terminate this Agreement immediately by notice in writing to the Customer if:-
 - 10.1.1 The Customer is in breach of any of the terms of this Agreement or any other agreement between the parties and does not remedy the breach within 7 days of the date of written notice from Hullabaloo Communications specifying the breach and requiring it to be remedied;
 - 10.1.2 Any licence, permission, agreement or authorisation granted to the Operator or to Hullabaloo Communications necessary for the provision of the Services is suspended, revoked or terminated; or
 - 10.1.3 Hullabaloo Communications is unable to recover from the Operator Revenue payments due to the Customer.
- 10.2 Hullabaloo Communications may terminate this Agreement immediately without written notice, if it has reasonable reason to believe debts will not be paid when due.
- 10.3 The Customer can at any time by reasonable notice terminate any Agreement upon the transfer of the Telephone Number/Non geographic Number the subject of that Agreement to another Operator or service provider. In these circumstances the Customer shall be liable to compensate Hullabaloo Communications for its likely loss of income under that Agreement (from whatever source) from the date of termination to the date on which the Customer could have first terminated the agreement under clause 2.3 – this includes the monthly service 'Options' rental along with average monthly billed revenues (call spend) until the anniversary date of the contract in respect to the notice
- 10.4 Any termination of this Agreement shall be without prejudice to the rights of either party accrued to the date of termination.

11. GENERAL

- 11.1 Hullabaloo Communications shall address all bills and serve any notices on the Customer pursuant to this Agreement either in writing by post to the address set out in the Order or the Customer's registered office or any other address provided by the Customer for this purpose or by e-mail to the e-mail address provided by the customer.
- 11.2 The Customer shall serve any notice pursuant to this Agreement by post to Hullabaloo Communications.
- 11.3 All documents shall be deemed served 48 hours after posting or immediately after e-mailing.
- 11.4 No failure by Hullabaloo Communications to exercise any of its rights under these terms and conditions or concession granted and shall prevent subsequent enforcement of those rights or constitute an agreement to provide the same concession again.
- 11.5 The Customer acknowledges that it has not been induced to enter into this Agreement by any representations made before or on entering into this Agreement (whether made negligently or innocently or whether oral or written) and that it has only relied upon matters set out in this Agreement in deciding to enter into this Agreement.
- 11.6 No variation of this Agreement or waiver hereunder shall be effective unless agreed in writing by Hullabaloo Communications.
- 11.7 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in questions shall not be affected as a result.
- 11.8 The Customer shall not assign or try to assign any or all of the rights and responsibilities under the Agreement but Hullabaloo Communications may transfer its right and obligations hereunder to a new service provider in which circumstances the Customer shall enter into a new agreement in the same terms as this with the new service provider.
- 11.9 Where one or more persons constitute the Customer their liability is joint and several.
- 11.10 Hullabaloo Communications may require a variation to the terms and conditions of the Agreement if so required by legislation, the

Operator, OFCOM, ICSTIS or any similar authority.

11.11 Nothing within this Agreement is intended to create third party rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.12 This Agreement is governed by English Law and English Courts shall have exclusive jurisdiction as regards any dispute.

11.13 Hullabaloo Communications may from time to time make amendments to these terms and conditions.

12. USE OF SERVICE

12.1 By ordering any service supplied by Hullabaloo Communications you the customer are agreeing to the Terms and Conditions set out in this agreement.