



1. DEFINITIONS

In these conditions:-

- 1.1 "Additional Service Charges" means the Additional Service Charges detailed in the Order Form;
- 1.2 "ACH" means Angel Call Handling, the supplier of the Specified Services and Additional Services;
- 1.3 "Account" means the account maintained by us for you in connection with the Specified Services and Additional Services;
- 1.4 "Call Handling" means the answering of specific calls by Angel Call Handling on your behalf and as required taking Messages in accordance with these Conditions;
- 1.5 "Call Forwarding" means the patching of incoming calls through to a number specified by you;
- 1.6 "Charges" means the charges for the Specified Services and Additional Service Charges detailed in Angel Call Handling's current price list from time to time the current level of which are set out in the Order Form,
- 1.7 "Commencement Date" is as shown in the Confirmation of Service Order;
- 1.6 "Conditions" means the terms and conditions for the supply of the Specified Services and Additional Services set out herein;
- 1.9 "Contact Information" means the contact information supplied by you to Angel Call Handling to facilitate the delivery of Messages and the provision of the Specified Services and Additional Services, as detailed in the Order Form and as amended from time to time in accordance with these Conditions;
- 1.10 "Contract" means the contract between you and Angel Call Handling for the provision of the Specified Services and Additional Services;
- 1.12 "Due Date" means 7 days from the date of issue of the invoice;
- 1.12 "Direct Dial Number" means the telephone number allocated to you by Angel Call Handling in connection with the Specified Services and Additional Services;
- 1.13 "Messages" means the messages from third parties taken by Angel Call Handling and to be provided to you in accordance with these Conditions;
- 1.14 "Order Form" means the Confirmation of Service Order attached which sets out the Specified Service, the Additional Services and the Charges
- 1.15 "Setup Fee" means the sum specified as such in the Order Form;
- 1.16 "Specified Service" means the service detailed in the Order Form to be provided in accordance with these Conditions;
- 1.17 "Specified Service Charges" means the charges for the Specified Services and Additional Services detailed in the Order Form;
- 1.18 "Standard Hours" are 09:00 to 17:00 but excludes public holidays when Angel Call Handling is closed as notified to clients in advance;
- 1.19 "Telephone Answering Service" means the provision by Angel Call Handling of a facility to answer telephone calls in your name and take Messages on your behalf in accordance with these Conditions;
- 1.20 "VAT" means Value Added Tax at the applicable rate from time to time;
- 1.21 "you" means the person, firm, company or other organisation named on the Order Form engaging Angel Call Handling to provide the Specified Services and Additional Services.

2. PROVISION OF THE SPECIFIED SERVICE

- 2.1 Angel Call Handling shall provide and you shall purchase the Specified Services and Additional Services in accordance with these Conditions
- 2.2 Angel Call Handling may on giving you 7 days notice alter the Direct Dial Number or make any other change to the Specified Services and Additional Services which does not adversely affect the nature or quality of the Specified Services and Additional Services to a material extent.

3. YOUR OBLIGATIONS

- 3.1 You will supply the Contact Information in good time to enable Angel Call Handling to provide the Specified Services and Additional Services.
- 3.2 You shall ensure the accuracy of all the Contact Information.
- 3.3 You shall notify Angel Call Handling by the Commencement Date on the Order Form of the method in which Angel Call Handling should deliver Messages to you. If you wish to change the notified method you must give Angel Call Handling no less than 24 hours written notice.
- 3.4 You must ensure, insofar as is reasonably practical, that no Messages of an offensive, immoral, abusive or obscene nature are left for you by third parties. Angel Call Handling will notify you of any such Messages.

4. CHARGES

- 4.1 You must pay the Setup fee within 7 days of the Commencement Date.
- 4.2 You must pay the Specified Service Charges monthly in advance, the first such payment being made by the Commencement Date. Subsequent payments must be made by direct debit by the Due Date.
- 4.3 You must pay the Additional Service Charges monthly in arrears by direct debit. Payments must be made by the Due Date.



- 4.4 If we agree that you can pay the Charges other than by direct debit, Angel Call Handling reserves the right to charge you an additional fee, currently £5.00 per month, to cover extra administration, collection and monitoring.
- 4.5 If you fail to honour any payment by the Due Date under this Condition Angel Call Handling reserves the right to charge you an administration fee, currently £10, on each occasion that such a payment is missed or dishonoured.
- 4.6 If there are any invoices outstanding beyond the Due Date Angel Call Handling reserves the right to withhold messages taken on your behalf.
- 4.7 Angel Call Handling shall be entitled to vary the Charges from time to time in line with its current price list on giving you not less than 1 month's written notice.
- 4.8 The Specified Service Charges and the Additional Service Charges will increase on 1st September of each year in line with any annual increase in the Retail Prices Index (RPI) as published by the Office of National Statistics for the 12 month period ending July of that year.

5. WARRANTIES AND LIABILITY

- 5.1 Angel Call Handling warrants it will use reasonable care and skill in providing the Specified Services and Additional Services.
- 5.2 The warranty in Condition 5.1 above is given subject to the following conditions:-
 - 5.2.1 Angel Call Handling shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from the provision by you of incomplete, incorrect, inaccurate, illegible, or out of sequence Contact Information, or the failure to provide Contact Information in good time or at all, or which results from your act or omission, or any act or omission Angel Call Handling undertakes at your request;
 - 5.2.2 except in respect of death or personal injury caused by Angel Call Handling's negligence, or as expressly provided in these Conditions, Angel Call Handling shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for any loss of profit or any direct, indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Angel Call Handling, its agents or otherwise) which arise out of or in connection with the provision of the Specified Services and Additional Services; and
 - 5.2.3 subject as expressly provided in these Conditions, and except where you enter in to the Contract dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. If you are contracting as a consumer transaction your statutory rights are not affected by these Conditions.
- 5.3 You shall be solely responsible for and hold Angel Call Handling fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Angel Call Handling as a result of any breach or default of your obligations under any contract.
- 5.4 Angel Call Handling will endeavour to keep Messages confidential provided that where Messages are, in the opinion of Angel Call Handling, offensive, immoral, abusive or obscene, Angel Call Handling reserves the right to notify the relevant authorities.

6. TERMINATION AND SUSPENSION

- 6.1 Either party shall be entitled to terminate the Contract at any time by giving not less than 30 day's written notice to the other.
- 6.2 Either party may (without limiting any other remedy) at any time terminate the Contract on giving written notice to the other if the other:-
 - 6.2.1 commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 14 days after being required by written notice to do so; or
 - 6.2.2 enters into liquidation, or (in the case of an individual or firm) becomes bankrupt, or makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- 6.3 If you fail to pay the Charges on the Due Date, Angel Call Handling shall be entitled immediately to suspend performance of the Specified Services and Additional Services or withhold Messages.
 - On termination:-
 - 6.3.1 You shall forthwith remit any unpaid balance of Charges.
- 6.4 It is your sole responsibility, at or before the date of termination, to remove all diverts to the DDI(s) provided by the Company to you to enable the provision of the Specified Services and the Additional Services. Should you fail to remove diverts on termination the result will be that your incoming calls will continue to be presented to the Company's telephone answering staff after the termination date. In these circumstances you will be responsible for the costs associated with answering these calls on the same tariff terms which applied before termination until such time as you remove the diverts.

7. GENERAL

- 7.1 These Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing by Angel Call Handling. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.



- 7.2 Angel Call Handling shall not be liable to you for any failure to perform, or any variation in its performance, attributable to accidents or circumstances beyond its reasonable control and in particular, without limitation, any industrial action, civil commotion, riot, invasion, war, threat of or preparation for war, shortage of materials, fire, explosion, storm, flood, earthquake, subsidence or other natural physical disaster, epidemic, act or restraint of government or any failure by any sub-contractor of Angel Call Handling to perform.
- 7.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and may be sent by post, electronic mail or facsimile. If such notice is sent by post it shall be deemed to have been received 48 hours after posting and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by electronic mail or facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch.
- 7.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.5 If any provision of these 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 Conditions and the remainder of the provision in question shall not be affected. 7.6 English law shall apply to the Contract and these Conditions, and the parties agree to submit to the exclusive jurisdiction of the English courts.

8. General Data Protection Regulation

- 8.1 The Customer owns the right to its data as data controller, and the Company acts as data processor on the Customer's behalf. All processing by the Company shall be in accordance with the applicable laws. The Company's processing of personal data on behalf of the Customer shall therefore only be done in order to provide the Product and shall be subject to the Customer's written instructions.
- 8.2 UK Data Protection Laws require us to manage all personal information in accordance with the Data Protection Principles. In particular, we are required to process your personal information fairly, lawfully and in a transparent manner. This means that you are entitled to know how we intend to use any information you provide. You can then decide whether you want to give it to us in order that we may provide the product or service that you require. All our employees are responsible for maintaining customer confidentiality. We provide training and education to all employees to remind them about their obligations. In addition, our policies and procedures are regularly audited and reviewed.
- 8.3 You have a right to ask Angel Call Handling if we have your personal information. If we do, you have a right to know:
- why we have it
 - what type of information we possess
 - whether we have or will send it to others
 - how long we will keep it
 - where we got it from

If you want, you can ask for a copy of your information.

Rectification

Where any of your information is incorrect, you have a right to tell us to correct it promptly. Please tell us as quickly as possible if you change your address or other contact details. If your information is incomplete, you can ask us to correct this too. In certain circumstances, you'll have the following extra rights:

Right to object

Depending on the legal basis for which we are using your information, you may be entitled to object. For example, where we're using your information connected with marketing, we will stop if you object. However, if we're using your information to meet certain legal obligations, we may continue to do so even if you object.

Portability

In certain circumstances you would be entitled to receive some of your information from us electronically. We can either pass the information to you, or to another person or business if you want.

Consent

If you consent to us using your information, you have the right to withdraw that consent at any time.

We aim to work with you on any request, complaint or question you have about your personal information. However, if you believe we have not adequately resolved a matter, you have the right to complain to the Information Commissioner's Officer (the 'ICO'). You have a right, at any time, to complain to the ICO. As an independent UK authority, it upholds information rights in the public interest, promotes openness by public bodies and data privacy for individuals. You can visit their website at <https://ico.org.uk> or ask for details from our Data Protection Officer.