



Terms and conditions for Phone, Broadband and Cloud Voice services

"Acceptable Use Policy" means the policy which can be found at kinex.co.uk/acceptable-use-policy.

"Access" means the Broadband Service we provide to you enabling network access for our Cloud Voice Lite service.

"Broadband Assurance" means our Cloud Voice, Access, Ultrafast and Superfast broadband product (including Wi-Fi Reach) that covers engineer call out fees in the event that you have a fault on your Service, in accordance with clauses 5.3, 5.4 and 5.5.

"Broadband Service" means the service we provide to you enabling network access, including Wi-Fi Reach.

"Call Service" means the service we provide to you enabling you to make and receive telephone calls

"Charges" means our charges to you as set out in the Pricing Schedule, the Charges Schedule, the Front Sheet and these Conditions; such charges may be varied in accordance with clause 9.2 and clause 16.6.

Charges Schedule means the schedule of charges, a copy of which is available at kinex.co.uk/terms-and-pricing as varied by us from time to time in accordance with clause 9.2 and 16.6.

"kinex" or "us" or "we" means Verastar Limited of No. 1 Dovecote, Old Hall Road, Sale, M33 2GS trading as kinex.

"Cloud Voice" means our cloud-based business phone service.

"Cloud Voice Lite" means our cloud-based business phone service, including Access.

"Conditions" means these terms and conditions as amended by us from time to time in accordance with clause 16.6.

"Contract" means the contract between us and you consisting of:

- A. these Conditions;
- B. the Front Sheet and any schedule to the Front Sheet (unless you are a Deemed Customer);
- C. the relevant Service Schedule(s);
- D. our Acceptable Use Policy;

"Customer" or "you" means the party named as such on the Front Sheet or a party to whom Services are provided under a Deemed Contract.

"Customer Equipment" means any equipment which you buy from us or obtain from a third party which is connected to the Network and used by you for the Service.

"Deemed Contract" means where we provide a party, with whom we have not agreed terms, with any or all of Services in which case these terms and conditions automatically apply to the supply of such Services.

"Deemed Customer" means a customer to whom we supply Services under a Deemed Contract in accordance with clauses 3 and 9.

"Equipment" means any equipment we provide to you in connection with the provision of the Service, including, but not limited to, Routers, handsets and SIM Cards, all of which we own.

"Fraud" means a third party or parties (excluding your employees, contractors or agents) illegally accessing the Call Service, for example by dial through fraud or call forwarding fraud.

"FraudDefender" means our fraud monitoring service for fixed line and Cloud Voice, which enables us to monitor these services for unusual call activity and, where we detect this, allows us to suspend these services where we believe this is advisable to prevent actual or potential Fraud.

"Front Sheet" means the sheet or sheets to which these conditions are attached that includes your contact details and details of the types of Service(s) to be provided by us to you.

"Group Company" means, in relation to you or us (as the case may be), each and any subsidiary or holding company from time to time and each and any subsidiary of a holding company of that company, as "subsidiary" and "holding company" are defined in section 1159 of the Companies Act 2006.

"Insolvency Event" means

- a. in relation to the relevant party, any steps or actions taken in connection with:
 - i. entering bankruptcy, or making an interim order or bankruptcy order or entering an individual voluntary agreement under the Insolvency Act 1986 (or equivalent), or the appointment of an interim trustee or trustee in bankruptcy over its assets, or entering administration or provisional liquidation, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring) or making an order for the appointment of an administrator or a liquidator;
 - ii. being wound up (whether voluntarily or by order of the court);

- iii. appointing a receiver or administrative receiver or manager over the whole or any part of its assets; or
- b. the relevant party suspends or ceases, or threatens to suspend or cease, carrying on business; or
- c. in relation to the Customer only, your financial position deteriorates so far as to reasonably justify the opinion that your ability to fulfil your obligations under the Contract is in jeopardy; or
- d. in relation to the Customer only, you are dissolved; or you are apparently insolvent; or you are unable to pay your debts within the meaning of the Insolvency Act 1986; or you cease to or threaten not to pay your debts as they fall due.

“**Line Assurance**” means our fixed line and ADSL, essential and absolute fibre broadband product that covers engineer call out fees in the event that you have a fault on your Service, in accordance with clauses 5.3, 5.4 and 5.5.

“**Line Rental Service**” means the line rental service we provide to you enabling you to make and receive calls.

“**Minimum Period**” means the minimum period for the Service, the initial term of which is set out on the Front Sheet and which starts on the Service Start Date; the minimum period may be renewed on agreement between you and us from time to time for further minimum periods for the same length as, or different to, the initial term.

“**Network**” means the networks over which we provide the Service.

“**Network Operator**” means the provider of the Network.

“**Number**” means the telephone number(s) in relation to which you receive the Service under this Contract.

“**Pricing Schedule**” means the schedule, a copy of which is available at kinex.co.uk/terms-and-pricing as varied by us from time to time in accordance with clause 16.6.

“**Router**” means a modem or router provided by us for use by you in connection with the Broadband Service.

“**Service**” means any or all of the following (as indicated on the Front Sheet if applicable and as amended from time to time): the Broadband Service, the Call Service, the Line Rental Service, Cloud Voice, Cloud Voice Lite, FraudDefender, Line Assurance, Broadband Assurance and any installation services.

“**Service Schedules**” mean the schedule to these Conditions that describes the Service we will supply.

“**Service Start Date**” means the date on which the Service is first made available to you save that in the case of the Broadband Service, for non-fibre based Broadband Service, it is the date we tell you the Broadband Service has been activated and for fibre based Broadband Service, it is the date on which we complete the installation of the Broadband Service.

“**Standard Variable Rate**” means our published standard variable rate tariff which is listed in the Charges Schedule.

“**Wi-Fi Reach**” means our broadband mesh extension service.

1. Commencement

- 1.1. These Conditions apply whether you entered into an oral Contract with us over the phone or a written Contract (including e-sign) or where you are a Deemed Customer. Subject to the results of any credit reference search carried out on you being acceptable to us, the Contract begins on the date you sign the Front Sheet, agree verbally to enter into the Contract or the date on which you become a Deemed Customer (as applicable).
- 1.2. The Minimum Period starts on the Service Start Date.

2. Provision of the Service

- 2.1. Any orders placed for the Service are business to business transactions to which the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Protection (Amendment) Regulations 2014 do not apply.

3. Deemed Customers

- 3.1. This clause only applies to Deemed Customers.
- 3.2. The following clauses of the Conditions do not apply to Deemed Customers: 1.2, 4.4, 10.1.B, 10.2, 13.4 and 13.5. The remainder of the Conditions apply to Deemed Customers as long as they do not conflict with anything in this clause 3 until you either enter into a fixed term Contract with us, transfer the Service to another supplier or cease the Service.
- 3.3. Unless we agree otherwise with you, we will calculate Charges for the Service supplied to you in accordance with this clause and clause 9 from date on which you become responsible for the Services.
- 3.4. As a Deemed Customer, you will be charged for the Service using our Standard Variable Rate, unless we agree otherwise with you.
- 3.5. As a Deemed Customer, you can end the Contract at any time by transferring away, by entering into a fixed term contract with us, or by ceasing the Service. You remain liable for all Charges during the period you were with us.

4. Site preparation, access and installation

- 4.1. You will prepare the site in accordance with any instructions we or our appointed agent may give and will provide us/our appointed agent with access to the site for the purposes of installation, programming, repair and maintenance.
- 4.2. You will obtain any permission needed to put Equipment on the site.

- 4.3. You and we will meet each other's reasonable safety and security requirements when on your site and will look after each other's equipment.
- 4.4. We will try to provide the Service by any date we agree but all dates are estimates only.
- 4.5. You are responsible for making good the site after we or our appointed agent have carried out any work at the site, including putting items back and re-decorating.

5. Faults and repair

- 5.1. We will try to provide uninterrupted service, but you understand and agree that, from time to time faults, including intermittent faults, may occur.
- 5.2. If you report a fault in the Service, we or our appointed agent will try to repair the fault in accordance with the Service Schedule. However, you acknowledge that the repair may be delayed due to issues such as engineer availability or lack of access and so we cannot guarantee how long it will take to repair a fault.
- 5.3. We may apply a charge in accordance with the Charges Schedule or, if none is stated, based on our reasonable costs (the "Engineer Charge"), if:
 - A. we work outside the hours stated in the Contract; or
 - B. we find there is no fault; or
 - C. we find you or the Customer Equipment have caused the fault,
 - D. you do not allow access to the fault location (where this is on your Site) or fail to attend the scheduled engineer appointment.
- 5.4. The Engineer Charge will not apply in the circumstances outlined in clauses 5.3.A., 5.3.B. or 5.3.C. where (i) Line Assurance/Broadband Assurance was applied to the relevant Service during the month the engineer appointment took place and (ii) you completed all relevant Equipment checks requested by us prior to the appointment being scheduled.
- 5.5. You acknowledge that Line Assurance/Broadband Assurance cover is subject to our Acceptable Use Policy.

6. Operational Changes

- 6.1. From time to time we may:
 - A. change any Numbers given to you, the performance or functionality of the Service or the way in which we provide the Service, provided this will not affect the performance or functionality of the Service to your significant detriment;
 - B. interrupt or suspend the Service as set out in clause 11;
 - C. change the Network to another network of similar quality.

7. Numbers

- 7.1. You will not own or have any right to sell or agree to transfer the Number(s) related to the Service.

8. WEEE Regulations

- 8.1. You are responsible under Regulation 9 of the Waste Electrical and Electronic Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE"). We acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. You are responsible for any information recording or reporting obligations imposed by the WEEE Regulations. You will indemnify us against any third-party claims or legal proceedings brought or threatened against us which would not have been caused or made if you had carried out your express or implied obligations under this clause or in connection with the WEEE Regulations.

9. Charges and payments

- 9.1. We will invoice you monthly in pounds sterling for the Service in accordance with the Contract, these Conditions, the Charges Schedule and the Pricing Schedule. The Charges Schedule sets out that following the expiry of the Minimum Period or any other fixed term period, you will be charged at our Standard Variable Rate.
- 9.2. The Charges Schedule includes an annual price increase which will be the annual percentage increase in the consumer price index (CPI) published by the Office for National Statistics (ignoring any negative figures) +3.9%. The price increase will take effect in January of each year of the Minimum Period and any fixed term renewal period, and will be applied to the price prior to any discount.
- 9.3. Unless otherwise agreed, we will send you your invoice by paper billing and will charge the relevant fee for paper billing detailed in the Pricing Schedule. We invoice any fixed monthly Charges, such as line rental, equipment rental, seat rental and broadband monthly charges, in advance and we invoice non-fixed Charges, such as call charges and connection charges, monthly in arrears. We may require you to provide a deposit for your call charges. Payment will be due on the date specified in the invoice and, if you pay by Direct Debit, will be taken from your account on or around that date.
- 9.4. There may be delays in Charges appearing on your invoice due to, for example, delayed receipt by us of call data records from third parties.
- 9.5. It is your responsibility to ensure that there are sufficient funds in your account to cover the Direct Debit payment. If you do not pay all Charges by Direct Debit (whether because you have not set up a Direct Debit or if your Direct Debit fails to be collected or otherwise) we will charge you as set out in the Pricing Schedule. You must tell us promptly of any changes to your bank details that may affect payment of the Charges. This Clause does not affect any other rights or remedies we have under the Contract.
- 9.6. All Charges are exclusive of VAT which will be payable at the then applicable rate.

- 9.7. If you do not pay all Charges by the due date shown on your invoice, we may charge you interest and fixed-sum charges (which vary depending on how much you owe us) at the levels set out in the Late Payment of Commercial Debts (Interest) Act 1998 together with our reasonable costs. The interest rate as set by the Act is currently 8% above the Bank of England base rate. You agree to promptly reimburse us for any costs we incur as a result of your non-payment of the Charges.
- 9.8. You acknowledge that you are responsible for and will pay the Charges for the Service, whether you or someone else uses the Service.
- 9.9. You agree to provide us with any information we reasonably require to carry out necessary credit status enquiries.
- 9.10. If you do not pay any of the Charges by the Due Date, we may pass information relating to your failure to pay onto a credit reference agency.
- 9.11. You agree not to delay or withhold payment to us for any reason. Any payments you make, including payments you make to us for services other than the Services, shall be applied by us as we see fit.
- 9.12. Where we owe you a credit under the Contract, we may set-off the credit against any amounts you owe us or our Affiliated Companies under the Contract or under any other agreement. You may not set-off any Charges you owe us against any amounts we or our Affiliated Companies owe you under this Contract or any other agreement.
- 9.13. Where a credit arises under clause 9.12 and we do not exercise our right to set-off, we will deduct the amount from your next invoice.

10. Your obligations

- 10.1. You agree:
- A. to comply with our Acceptable Use Policy;
 - B. to inform us by providing at least 30 days advance notice either via the website kinex.co.uk/customerzone/profile/Login or by calling our customer service number of any changes in the information you have provided in the Front Sheet, such as change of business name, change of address, email address or contact phone numbers;
 - C. to inform us by providing at least 30 days advance notice by calling our customer service number or by emailing service@kinex.co.uk if:
 - I. your business ceases to trade; or
 - II. you wish to cease the Service or any part of the Service;subject to clause 13.
 - D. to terminate, at your own expense, any contracts you have with alternative providers who provide you with services the same as or similar to the Service; and
 - E. that we will be your only supplier of services the same as or similar to the Service during the term of the Contract.
- 10.2. If you change address, we will transfer the Service to your new address and this Contract shall continue. We will use reasonable endeavours to provide you with the same Number(s) but you acknowledge that this may not be possible and agree to pay our reasonable costs incurred in transferring the Service to the new address. If you do not transfer the Service to your new address, the Service will be ceased and your contract will be terminated, which may result in a termination fee becoming payable as set out in clause 13.4.

11. Suspension of Service

- 11.1. We may suspend or cease the Service:
- A. for technical, operational or other reasons;
 - B. if we have to as a result of a direction or request from a government department, the emergency services or a regulatory or administrative authority;
 - C. if required to do so to maintain or improve the Service in which case we will endeavour to ensure this suspension is for as short a time as possible;
 - D. if you have not paid an invoice 14 days or more after payment was due;
 - E. if we reasonably believe you are failing to use the Service in accordance with the terms of the Contract.
- 11.2. Any suspension of the Service does not affect your obligation to pay for the Service during or after the suspension period and our right to charge a termination fee (as set out in the Charges Schedule).
- 11.3. We shall not be liable to you for any losses you may incur as a result of the suspension or cessation of the Service.
- 11.4. We may give you advance notice of suspension or cessation.

12. Liability

- 12.1. Neither you nor we exclude or limit our liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited by law.
- 12.2. We shall not be liable for any loss or damage caused to you except where caused by our negligent acts or negligent omissions or our breach of contract and in such an event our total liability to you under this Contract for any loss or damage shall be limited to £5000.
- 12.3. Subject to clause 12.1, we shall not be liable to you for: any indirect, consequential and/or special loss or damage; (subject to clause 12.5) any losses arising as a result of fraudulent activity relating to the Service even where you are provided with FraudDefender as it will not always prevent all fraudulent activity from taking place; loss of profit; loss of revenue, loss of production or loss of business; loss of contracts; loss of goodwill, loss of reputation or loss of opportunity; loss of anticipated savings or loss of margin; loss or destruction of data; wasted management, operational or other time; any liability you may have to third parties; or the acts or omissions of Network Operators or other providers of telecommunication services on whom we have to rely.
- 12.4. You are advised to obtain your own business continuity insurance.

- 12.5. If you subscribe to FraudDefender then, subject to clause 12.6 and provided:
- A. we decide, acting reasonably, that you have been a victim of Fraud;
 - B. you accurately complete and return our fraud pack (which can be provided on request);
 - C. you accurately complete and return an Action Fraud report (which you can discuss with our credit control department); and
 - D. you pay us the lower of (a) our Charges in relation to the calls made through Fraud; and (b) £500 (such sum may be varied from time to time as set out in clause 16.6), we shall bear the costs for calls made through Fraud. Our liability under this clause shall not be subject to the limit of liability in clause 12.2.
- 12.6. You acknowledge that FraudDefender does not prevent all unauthorised access to the Customer Equipment or Equipment and that you are responsible for setting up and maintaining the security of such Customer Equipment and Equipment.

13. Ending our Contract

- 13.1. As a Deemed Customer you may terminate the Contract at any time by transferring away, entering into a fixed term contract with us or by ceasing the Service.
- 13.2. You may terminate the Contract:
- A. without penalty by telephone or by post on or after the end of the Minimum Period or any other fixed term period;
 - B. if we suffer an Insolvency Event;
 - C. if you cease business; have bankruptcy or insolvency proceedings brought against you; make an arrangement with your creditors (other than for solvent amalgamation or solvent reconstruction); a receiver, administrative receiver or administrator is appointed over any of your assets; you go into liquidation; a notice is given, a petition issued, a resolution passed or any other step is taken to start any of the above procedures; or there is a corresponding event under Scottish law;
 - D. if we make changes to the Conditions and/or the Charges which provide a right to exit. If we do, we will notify you in writing (by email or post) at least one month before the change is due to take effect. You have one month from the date on which we inform you of the change to give us written notice to end the Contract.
- 13.3. We may terminate the Contract:
- A. if you materially breach any of the terms of this Contract including, but not limited to (a) failing to pay any amounts due under the Contract when they fall due for payment; (b) failing to pay by Direct Debit (unless otherwise agreed); (c) closing or moving your business without notifying us in writing;
 - B. if you suffer an Insolvency Event.
 - C. where we are unable to transfer your existing telephone number to Cloud Voice and you do not wish to be provided with an alternative number.
- 13.4. Subject to clause 13.5, if you terminate the Contract after it has commenced or we terminate in accordance 13.3, we will charge you a termination fee as set out in the Charges Schedule. If you substantially reduce the volume of Service you take from us, for example by reducing the number of lines, we reserve the right to charge a termination fee as set out in the Charges Schedule. You agree this represents a fair and reasonable estimate of the losses we will incur if you terminate the Contract early.
- 13.5. If you are a sole trader or partnership you will not be required to pay an early termination fee when you cease business if you provide a recently issued letter confirming you have ceased to trade from any of the following: a firm of solicitors/a licensed insolvency practitioner/an accountancy firm, each of which must be registered with and regulated by their respective regulatory authority. The letter must confirm you have ceased trading in all business capacities in which you were formerly engaged.
- 13.6. If you or we terminate this Contract, you will, within 14 days of the date of termination and at your own cost, return any Equipment that we still own to us in good condition and suitable packaging. If you do not, we reserve the right to charge you for each piece of Equipment at the rate set out in the Charges Schedule or, if not set out in the Charges Schedule, as notified to you post termination.
- 13.7. If you terminate the Contract for Cloud Voice Lite by transferring or ceasing either of the Cloud Voice and/or Access services, any remaining service will be ceased and a termination fee may be payable as set out in the Charges Schedule, in accordance with clause 13.4.

14. Confidentiality

- 14.1 You and we shall, subject to clause 14.2, keep confidential all confidential information about each other obtained under or in connection with the Contract. Each of us may disclose the other's confidential information to our officers, employees, advisers, subcontractors and contractors that need to know the relevant confidential information to enable the provision or receipt of the Service, provided that we procure that each such person to whom the confidential information is disclosed complies with the obligations set out in this Contract as if they were you or us.
- 14.2 You or we may disclose each other's confidential information to the minimum extent required by:
- A. law, any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
 - B. the rules of any listing authority or stock exchange on which our shares are listed; or
 - C. the laws or regulations of any country with jurisdiction over it (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the confidential information disclosed), provided it gives the other the maximum written notice permissible under the demand in which to make representations and mark the required information as the confidential information of the other party.

15. Privacy Policy and Use of Your Information

- 15.1. By entering into the Contract, you are confirming:
- A. that you have read our privacy policy (available at kinex.co.uk/privacy-policy) which forms part of these Conditions; and

- B. that you do not object to the use and sharing of your personal data, including your contact details, as explained in the privacy policy.
- 15.2. Details of our Group Companies can be found at kinex.co.uk/privacy-policy. We or our Group Companies (or others acting on our behalf) may collect, store and use information about you including:
- A. your name, age, gender and date of birth;
 - B. your home address, telephone number(s) and email address;
 - C. banking and financial information;
 - D. information about when you contact us and when we contact you; and
 - E. information we received when making a decision about entering into this Contract with you (including any information collected from credit reference agencies).
- 15.3. Full details of how we may use your personal data can be found in our privacy policy. As a summary, however, we may use your information to:
- A. provide the Services you have requested including operating and managing your account;
 - B. identify you if you call us about your account;
 - C. charge you for the Services we provide;
 - D. comply with our legal and regulatory obligations;
 - E. contact you by email, SMS, letter, telephone or in any other way about our and selected third parties' products and services (unless you have asked us not to);
 - F. search credit reference agencies or fraud prevention agencies; and
 - G. update credit reference agencies so that you can build a credit history and we can identify early signs of financial vulnerability; and
 - H. identify, prevent, detect or tackle fraud, money laundering or other crimes.
- 15.4. If you do not wish to receive direct marketing from us or our Group Companies, you can let us know at any time by emailing us on dataprotection@verastar.co.uk or by writing to us at kinex, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS or by any other means set out in our privacy policy.
- 15.5. We may also share your information with:
- A. all relevant industry organisations (or others acting on their behalf), based on approved industry processes;
 - B. regulatory bodies, government authorities or ombudsmen schemes;
 - C. credit reference agencies or fraud prevention agencies; and
 - D. any payment system we use.
- 15.6. We may monitor and record our communications with you, including emails and phone conversations and use such information for training purposes, quality assurance, to record details about your Services and to meet our legal and regulatory obligations.

16. General

- 16.1. You may not assign or transfer this Contract or any rights under it to any third party without our prior written consent. We may assign or transfer this Contract or our rights under it.
- 16.2. Neither you nor we shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of our obligations under this Contract if such delay or failure results from events, circumstances or causes beyond our reasonable control including, but not limited to, acts or omissions of other telecommunication services providers. If the period of delay or non-performance continues for eight weeks, the party not affected may terminate this Contract on 30 days written notice to the affected party.
- 16.3. If any provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of this Contract.
- 16.4. Each of us acknowledges that, in entering this Contract we have not relied on, and shall have no remedy in respect of, any representation, or warranty that is not set out in this Contract, except in the case of fraud.
- 16.5. If you wish to make a complaint about the Service, please follow the process set out in our complaints procedure on kinex.co.uk/telecoms-complaints-procedure.
- 16.6. We may, from time to time, make changes to these Conditions and to the Charges. Where those changes give you a right to exit, we will notify you of the changes in accordance with clause 13.2.D. Where the changes do not give you a right to exit, you will publish the changes online at kinex.co.uk/terms-and-pricing (or any other address of which we may notify you) and/or notify you in writing by email or post or notice in our invoices or notice on Customer Zone.
- 16.7. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 16.8. Notices given under the Contract must be in writing and delivered by hand, email or first-class post to the following addresses:
- A. to us at the address shown on the bill or any address we provide to you for this purpose; or
 - B. to you at any one or more of the following: the address to which you ask us to send bills or the address of the site or your primary email address or, if you are a limited company, your registered office.

This clause does not apply to notices given by us to you under clauses 13.2.D or 16.6.

16.9. A notice will be served: if delivered by hand at the time of delivery; if sent by first class post, 3 working days after the date of posting; and if sent by email, at the time of successful transmission.

16.10. This Contract is governed by English law and subject to the exclusive jurisdiction of the English courts.