

# TELEPHONE ACCOUNT APPLICATION FORM

## YOUR DETAILS

Company Name: \_\_\_\_\_  
Registration No\*: \_\_\_\_\_  
Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postcode: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

\* If Applicable

SEND YOUR APPLICATION TO:

Yellow Telecoms Ltd  
Dunston Innovation Centre  
Dunston Road  
Chesterfield  
S41 8NG

Sales Support: 0845 108 0181  
Tech. Support: 0845 108 0182  
Fax: 0870 041 0408

## Signing up to Yellow Telecoms...

**STEP 1**  
Complete this application form and post or fax to the details above.

**STEP 2**  
We will instruct BT to direct your calls to our service. This process takes approximately 14 days.

...is this easy.

## REGISTERED NUMBERS

| Telephone Numbers To Be Registered Including Area Codes | Postcode Where Number Is Registered<br>PLEASE ENSURE THIS IS THE POSTCODE SHOWN ON YOUR BT BILL |
|---|---|
| 1. _____  | _____   |
| 2. _____  | _____   |
| 3. _____  | _____   |
| 4. _____  | _____   |
| 5. _____  | _____   |

Please use a continuation sheet for any additional numbers

## AGREEMENT

I hereby agree to accept and use the Service subject to the terms and conditions overleaf.

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## DIRECT DEBIT DETAILS

Instructions to your bank or building society to pay by Direct Debit

To The Manager

Bank / Building Society: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Postcode: \_\_\_\_\_

Name Of Account Holder: \_\_\_\_\_

Account Number:

Branch Sort Code:



Originators Identification Number:

For Yellow Telecoms Ltd. official use only  
This is not part of the instruction to your bank or building society

Reference No:

Instructions to your Bank or Building Society – Please pay Yellow Telecoms 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 Yellow Telecoms and if so, details will be passed electronically to my Bank / Building Society.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Yellow Telecoms Business Accounts Terms & Conditions for Telephone Services

## The Following Terms & Conditions form part of the agreement between Yellow Telecoms Limited and The Customer.

### 1. Definitions

**"Contract"** means, in order of precedence, these Terms and Conditions, and any other document that the parties agree in writing will form part of the Contract.

**"Customer"** means the consumer or business so named on the order form and anyone reasonably appearing to Yellow to be acting with the authority of that consumer or business. Also referred to as "you" in these Terms and Conditions.

**"Yellow"** means Yellow Telecoms Limited of Dunston Innovation Centre, Dunston Road, Chesterfield, S41 8NG. Also referred to as "we" or "us" in these Terms and Conditions.

**"Service"** means telephone connectivity provided to you by us at the payment level for your particular account.

### 2. The Service

The Service gives you access to telephone services (including helpdesk services) and other applications as described at [www.yellowtelecoms.co.uk](http://www.yellowtelecoms.co.uk).

The right to use the service is personal to you or your employees. You must advise us if you suspect that someone else is using your account or has knowledge of your personal details.

### 3. Our commitment to you

When we provide the Service to you, we promise to use all reasonable skill and care of a competent Telephone Service Provider.

### 4. Applying for the Yellow Service

You will need to provide a BT telephone line to access the Service and have your own telephone handset(s).

An application form is available at [www.yellowtelecoms.co.uk](http://www.yellowtelecoms.co.uk). You should complete and submit the application form to us.

We reserve the right to perform a credit check before approving your application. If the above check cannot be successfully completed and, as a result, we cannot provide you with the Service, we will notify you as soon as possible either by telephone through the post or by email.

You may cancel the Service under the Consumer Protection (Distance Selling) Regulations 2000 within the first 7 working days from the day after this Contract is made, unless you use the Service within this time in which case you will lose the right to cancel at this time. In the event that you choose to cancel the Service, you will be liable for any costs incurred by us in the act of provisioning or supplying the Service to you.

### When our Contract starts with you

You can apply for the service by completing an application form. If you apply you confirm that you agree, accept and understand these Terms and Conditions and will comply with all related policies, including the Data Protection Policy.

When we have accepted and processed your application we will then provide you with the relevant Service and the contract will commence.

### 5. Your instructions

We may accept instructions regarding the Service from someone we are satisfied has your authority. You must introduce this person and they will be required to satisfy the data protection questions that we will ask.

### 6. Service security

We will issue you with a username and password. These are essential for secure use of the Service so you must ensure that you keep these confidential, secure and that you use them in accordance with all relevant instructions.

If we think there is likely to be a breach of security or misuse of the service, we may (a) change your password and then notify you of this change; and/or (b) suspend username and password access to the Service (please also see paragraph 10).

If you think someone knows about your username or password and they are not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, it is your responsibility to inform us immediately.

If any of the information provided by you during the application procedure changes, including any changes to your payment details, you must inform us immediately. Please note that if you update your address because you are moving premises and your telephone number changes you must inform us not less than 14 days before the change occurs. If you cannot supply this information within the period specified above the regulations surrounding transfer of your number to our system could mean that there may be a delay of a few days before the service becomes active.

### 7. Actions we may be required to take

We may need to suspend the Service or parts of the Service for operational reasons (e.g. for repairs, planned maintenance or upgrades) temporarily. We will always try to do this at times convenient to you i.e. overnight. Before we do this, we will give you as much notice as possible. We promise to restore the Service as soon as possible after any suspension.

We may have to alter access numbers to our support service or technical specifications associated with the Service for operational reasons. Before we do this, we will give you as much notice as possible.

### 8. Repairing faults in the Service

Although we attempt to provide you with the best possible Service, we cannot guarantee that the Service will never be faulty. However, we will correct all reported faults as soon as is reasonably possible.

If there is a fault with the Service, or you forget a password, you should contact the Yellow customer support team.

We may sometimes monitor or record calls to or from our customer support team. We may do this for training purposes or to improve the quality of our customer support.

### 9. Paying our charges

You must pay the charges for the Service that form part of this Contract. Payment for the service will be by direct debit. When you register for the Service, we will ask you to supply details of the bank account you wish to pay from and we will begin charging you for the Service on the date that the Service is activated.

You understand and agree that if you fail to make payments of charges when they are due, we may suspend or cancel your Service until payment is received in full. If we have to take this course of action then you may not be able to make calls through the Service. We do not accept liability for any costs either direct or consequential that you may incur once we have cancelled your service.

If we need to cease your CPS service because you have not paid and you then later decide to resume the service, there will be a re-activation and administration charge where applicable, for which you will be liable.

Certain products include additional services, including but not limited to the use of a Non-Geographic number and/or a fax to email number without charge. The provisions of these services are subject to you maintaining your account with Yellow. If the account is terminated then we reserve the right to withdraw the Non-Geographic numbers and the fax to email service on the last day your account is active.

We reserve the right to engage a third party debt collection agency in order to obtain any outstanding debt. Any additional charges generated as a result of this process will be borne by you.

### 10. Use of the Service

We are not responsible for the maintenance of your telephone line over which our service will operate.

You must take all reasonable precautions to ensure that no one (including you) uses the Service:

- fraudulently or in connection with a criminal offence;
- to use the service in a way which is offensive, abusive, indecent, defamatory, obscene or menacing;
- to cause annoyance, inconvenience or needless anxiety;
- in an unlawful manner, in contravention of any legislation, laws, licence or third party rights;
- in a way that does not comply with any instructions that we have given you.

The action we can take if the Service is used in any of these ways above is explained in paragraph 12.

If we think that your use of the Service may impair the security of the system and/or the network used to provide the Service; or cause detrimental performance of the Service to you or any other Customer; we may suspend your access to the Service or parts of the Service.

Suspension is further explained in paragraphs 11 and 12. If possible, we will give you prior notice if we do suspend your service.

When we provide you with the Service, it is intended for your use only. Therefore, you must not re-sell, transfer, assign or sub-license the Service (or any part of it) to anyone else.

### 11. If you break this Contract

We can suspend the Service in whole or in part, or end this Contract (or both) at any time:

- With immediate effect if you materially breach this contract;
- with immediate effect if we believe that the Service is being used in a way described in paragraph 10, even if you do not know that the Service is being used in such a way;
- upon reasonable notice if you breach this Contract in any other way and fail to remedy the breach within a reasonable period of being asked to do so;
- with immediate effect if bankruptcy or insolvency proceedings are brought against you, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of your assets, or you go into liquidation;
- with immediate effect if we have terminated your use of any service previously provided to you due to your breach;
- with immediate effect where the service cannot be provided to the Premises requested by the Customer.

If we have suspended or terminated this Contract under sub-paragraphs (a), (c), (d), (e) or (f) above, we will inform you of such suspension or termination as soon as is reasonably possible and explain why this action has been taken.

### 12. Suspension of the Service

If we decide to suspend the Service or part of the Service (for any reason), we will restore it (if neither of you or us have ended this Contract) when you satisfy us that you will only use the Service as agreed.

If we decide to suspend the Service under paragraph 10, paragraph 11 or paragraph 15, this Contract will continue during the period of suspension and you will have to pay all relevant charges.

### 13. Matters beyond our reasonable control

If we cannot do what we have promised in this Contract because of something beyond our reasonable control (including, without limitation, industrial disputes involving our employees), we will not be liable. If the events continue for more than three months, we can terminate this Contract immediately by giving you notice through telephone or email. Please see paragraph 15 for your right to end this Contract.

The provision of carrier pre selection services is governed in the first instance by BT. If the provision of those services is withdrawn for reasons outside our control and without our knowledge our liability shall be no greater than the cost to you of the amounts charged by Yellow on a pro-rata basis for the period we could not provide the service. If this does occur we will do everything we can to restore your service with the minimum delay.

### 14. Our liability to you

We will be liable if you are injured or die as a result of our negligence. We do not limit that liability by any other section of this clause or in any other way.

We have no liability (whether in negligence or otherwise) for any loss not reasonably foreseeable by us when this Contract starts, nor any loss of

opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make, wasted expenditure or data being lost or corrupted.

Any liability we have of any sort (including liability for negligence) is limited to £250,000 for any event or related series of events and £500,000 for all events in any 12 month period.

We do not have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunication services, or for faults in or failures of their networks and equipment.

Each provision of this paragraph operates separately in itself and survives independently of the others.

### 15. Ending this Contract

This Contract can be ended by:

- you giving one month's notice to you;
- you giving 16 days notice to us.
- you giving us immediate notice within the 14 day notice period if, under paragraph 16, we inform you that we are increasing our charges or changing the conditions of this Contract to your detriment.

If we give you notice, you must pay the charges applicable up to the end of that notice. If you give us notice, you must pay us the charges that would have been due within the notice period.

If you give us notice that ends, or we end this contract under paragraph 11, during the period of the Contract, you must pay us all amounts that remain outstanding.

If you give us notice that falls before the end of your current Contract period because we have increased our charges or materially changed the Conditions of this Contract to your detriment, you may cancel in the period of time between the notice of the changes and the time the changes take place.

### 16. How this Contract can be changed

We may change this Contract, including our charges, at any time. We will give you at least 14 days notice of any changes before they take effect. As explained in paragraph 15, you can end this contract by giving us immediate notice in this 14 day period if we increase our charges or change the conditions of this Contract to your detriment.

### 17. How this Contract can be transferred

Neither we nor you can transfer this Contract or any part of it except that we can transfer all or part of it to a company that is a subsidiary or holding company of ours, or a subsidiary of that holding company (all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989).

### 18. How to give notice

Any party wishing to give notice to the other under this Contract must use one of the following mechanisms. No other form of communication will be accepted, unless specifically stated otherwise in this agreement.

- To us in writing sent by recorded delivery to the address in paragraph 1 or completing the online cancellation form.
- To you: by email to the address provided by you or by post to the address provided by you. You are responsible for checking for email sent to the email address provided by you.

### 19. Errors and Omissions

We will make every effort to ensure that all prices and descriptions quoted on our website or printed materials are correct and accurate. However if a mistake does occur and in the case of a manifest error or omission, we will be entitled to rescind the Contract, notwithstanding that we have already accepted your order and/or received payment from you. Our liability in that event will be limited to the return of any money you have paid in respect of the order.

A 'manifest error', as the term is used in the paragraph above, means, in relation to an incorrect price, a price quoted in error by us which is more than 10% less than the price that would have been quoted had the mistake not been made.

### 20. Waiver

Neither us, nor you shall be considered to have waived any right under this Contract because of failure or delay in exercising that right.

### 21. Third party rights

A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 22. Law

English Law governs this contract and we both agree to the exclusive jurisdiction of the English courts.

### 23. General

Nothing in these Terms and Conditions affects your statutory rights as a consumer.

If any provision in this Contract is held to be invalid or unenforceable, it shall be deemed severed from the Contract and this shall not affect the validity or enforceability of the remaining provisions.

Any waiver of a breach of this Contract must be made in writing by a duly authorised Yellow official.

Any variation of this Contract must be in writing and must be signed by a duly authorised Yellow official.

The headings in this Contract are for convenience only and shall not affect the interpretation of this Contract.

Any notices given under this Contract shall be communicated as explained in paragraph 18.