

## Terms and Conditions

### 1. DEFINITIONS

**"VIRTUALLYLOCAL.CO.UK"**

A trading name of Virtually Local Limited which is a registered company in England & Wales: 09688855

**"VIRTUALLY LOCAL"**

A company, Virtually Local Limited, which is registered in England & Wales: 09688855.

**"CONDITIONS"**

These terms and conditions for virtuallylocal.co.uk, a trading named of Virtually Local.

**"CONTRACT"**

The pricelist and service bound by these conditions

**"CUSTOMER"**

The person or company with whom Virtually Local is contracted to provide the services of virtuallylocal.co.uk

**"ORDER"**

The online order received by Virtually Local from the virtuallylocal.co.uk website, verified by customer password and effective once payment has been received.

**"SERVICE"**

The facility provided by Virtually Local to provide virtual telephone numbers and ancillary services as requested by the customer on their online order.

**"MINIMUM PERIOD"**

The period stated on the contract

**"NOTICE PERIOD"**

The period between Virtually Local receiving written notice from the customer to terminate the contract and actual date of termination of the contract.

**"CALL"**

A communication on the virtual telephone number that is in the form of a message or signal that is silent, spoken or visual.

**"COMPLETE SERVICE FAILURE"**

The total loss of ability to receive a call or make use of any services stated on the order as a result of a fault with the Virtually Local Network or Virtually Local Equipment.

## **2. SERVICE PROVISION**

- a. Virtually Local will provide the services ordered on the online order form from the start date. The start date will be the date from which cleared funds have been received.
- b. Virtually Local will provide the services from the start date for a minimum period of 1 month unless the contract is terminated for any reason stipulated in section 11.
- c. Virtually Local may from time to time issue instructions to the customer to ensure services are not interrupted. The customer agrees that these instructions must be followed within the timeframe specified by Virtually Local.
- d. Virtually Local cannot guarantee that the service will be without interruption or faults. Any interruptions or faults will be rectified as quickly as possible by Virtually Local.
- e. Virtually Local will use its reasonable abilities to provide a prompt and continuing Service, but will not be liable for any losses or damages as a result of loss of Service caused by events beyond the control of Virtually Local, or by errors or omissions of the Customer.
- f. It will be the customer's responsibility to ensure that sufficient credit is available on their account to cope with the calls being received. Should the account balance fall below £5.00, Virtually Local will email the customer on a twice daily basis to advise that the account balance is low and should be topped up in order to maintain continuing service.
- g. Should all credit be utilised the service will be suspended immediately. The service will be restored immediately the account is brought back into credit. Virtually Local will accept no liability for any losses or damages as a result of loss of Service caused by suspension through lack of credit.

## **3. SERVICE LIMITATIONS**

- a. Virtually Local may restrict, partly or in full, access to some destinations. These include, but are not limited to Premium Rate Services, international calls, UK mobiles, UK landlines, Non-Geographic Numbers.

## **4. TELEPHONE NUMBERS**

- a. Virtually Local reserves the right to withdraw telephone numbers without refund if they have remained dormant for a period of six months. Written notice to this effect will be provided by email 30 days in advance of withdrawal.
- b. Withdrawn numbers will automatically be returned to the possession of Virtually Local giving Virtually Local the right to resell these numbers.

- c. The customer may not sell, lease or transfer any number provided by Virtually Local to another party.
- d. If the customer wishes to move telephone numbers to a different provider, Virtually Local will charge a release fee to the customer. Any release fees must be paid before the transfer can go ahead.

## 5. ACCOUNT SECURITY

- a. The customer, on registering will provide an account password which will be used to identify the customer on the telephone or online.
- b. Virtually Local will assume any person able to supply the correct password is acting with full permission and as an agent of the customer. Virtually Local is not responsible for any damages or losses incurred as a result of the customer allowing (intentionally or unintentionally) any unauthorized party access to the account password.
- c. Virtually Local will only change the account password upon receiving written, signed instruction to do so from the customer. Virtually Local will request further identification from the customer at this point before the account password will be changed.

## 6. FAULTS AND SERVICE INTERRUPTONS

- a. When the Customer reports a fault, Virtually Local will take action to diagnose and correct any fault with the Virtually Local Equipment or on the Virtually Local Network.

## 7. CUSTOMER USAGE OF THE SERVICE

- a. The customer must not misuse the service in any way. Virtually Local will consider the service as being misused if it is used illegally, in connection with a crime, unethically, offensively, menacingly or indecently or to make nuisance or hoax calls.
- b. The customer accepts that they must take all steps to ensure misuse does not occur and will indemnify Virtually Local against any claim made against them howsoever arising as a result of the service being misused in this way.
- c. Virtually Local may take action as explained in section 11 if the service is misused in this way.

## 8. CUSTOMER CHARGES

- a. The customer accepts to pay all the charges for the service as shown on the order and /or the [virtuallylocal.co.uk](http://virtuallylocal.co.uk) website.
- b. The customer accepts that all call charges / charges for telephone numbers must be paid for in advance and that their account must be in credit at all times.
- c. Failure to remain in credit will result in the service being suspended.

- d. If no credit is received for a period of 6 months Virtually Local may terminate the service and repossess the telephone number with the right to resell it
- e. Call charges will be reviewed from time to time and customers will be advised of any changes in call charges 30 days in advance by email.
- f. Any refunds will be issued at the sole discretion of Virtually Local.

#### 9. DISPUTES

- a. If any dispute arises, Virtually Local must be informed by the customer within 7 days of the dispute arising. Virtually Local will then seek to resolve the dispute to the satisfaction of the customer.
- b. If the customer is still unhappy with Virtually Local's final response, the customer may refer the matter to a recognised dispute resolution service. Virtually Local may suspend or limit the service to any extent whilst the customer has an unresolved dispute.

#### 10. CANCELLING OR TERMINATING THE CONTRACT

- a. The customer may cancel this contract at any time giving 30 days notice in writing or their intention to do so.
- b. Upon cancelling the contract and after the 30 days notice have been served, Virtually Local will assume possession of the telephone number(s) allocated to the customer and will be entitled to put them up for resale.
- c. In the event of the contract being cancelled or terminated for any reason the customer will not be entitled to a refund of any description

#### 11. CUSTOMER BREACHING THE CONTRACT

- a. Virtually Local can suspend or terminate the service and end or terminate this contract without notice if:-
  - i. The customer breaches any aspect of this contract and fails to amend the breach within reasonable time
  - ii. The service is being used (with or without the customer's knowledge) in a way prohibited by paragraph 7.a
  - iii. The customer is not in credit for a period of 6 months
  - iv. The telephone number is not used for a period of 6 months
- b. In the event of breach of contract Virtually Local reserve the right to assume possession of the telephone number(s) and the resale thereof. The customer will not receive a refund under any circumstances if a breach of contract occurs.

## 12. CHANGING THE CONTRACT

- a. Virtually Local can change the conditions of this contract at any time, including charges for calls. Written notice by email will be provided to the customer should any changes be made to the terms and conditions.

## 13. THIRD PARTIES

- a. The customer cannot transfer this contract either in part or in its entirety, to a third party.
- b. The customer agrees that the terms of this contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.
- c. Virtually Local may assign, transfer or otherwise deal with all or any of its rights and obligations under this Agreement on notice to but without requiring the consent of the customer.
- d. Virtually Local may sub-contract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

## 14. INDEMNITY

- a. The customer agrees to indemnify and hold Virtually Local harmless for all liabilities, losses, claims and expenses that may arise from any breach of these conditions by the customer, or by providing Virtually Local with incorrect or inaccurate information

## 15. LIMITATION ON LIABILITY

- a. Virtually Local shall not be liable in contract, tort, pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising in connection with this contract for:-
  - i. Any loss of revenues, profits, contracts, business or anticipated earnings
  - ii. Any loss of goodwill or reputation
- b. Any liability to the customer subject to paragraph 15.a shall be limited to the fees paid by the customer to Virtually Local in the previous 12 month period.