

## **Virtually Local Limited - Terms and Conditions of Service**

**What these terms cover.** These are the terms and conditions on which Virtually Local supplies products to customers, whether these are goods, services or digital content.

**Why you should read them.** Please read these terms carefully before submitting an order. These terms tell you who Virtually Local is, how Virtually Local will provide services, how you and Virtually Local may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact Virtually Local to discuss.

**How Virtually Local may contact you.** If Virtually Local has to contact you it will do so by telephone or by writing to you at the email address or postal address you provided to Virtually Local.

### **1. DEFINITIONS**

#### **“ARTIFICIAL INFLATION OF TRAFFIC”**

The generation of telephone traffic that is disproportionate to the flow of traffic which would be expected from good faith usage.

#### **“CALL”**

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

#### **“CONTRACT”**

The documents forming the contract between Virtually Local and the customer, including these terms and conditions and the order.

#### **“CUSTOMER”**

The person or company with whom Virtually Local is contracted to provide the services of [virtuallylocal.co.uk](http://virtuallylocal.co.uk)

#### **“DATA PROTECTION LEGISLATION”**

Unless and until no longer directly applicable in the UK, Regulation (EU) 2016/679 of the European Parliament repealing Directive 95/46/EC (General Data Protection Regulation) as amended and implemented by the Data Protection Act 2018, and any other UK national laws, regulations and secondary legislation in force in England relating to data protection from time to time.

#### **“INCLUDED MINUTES”**

A proportion or proportions of a call that are not separately charged. Any included minutes are restricted to UK fixed landlines (starting 01 or 02), UK Non-geographic (starting 03) and mobile calls (starting 07) to Vodafone, EE, Three and O2 only. Exclusions apply to all calls to the Channel Islands, Jersey, Guernsey, Sark, Alderney, Isle of Man, and the Isle of Wight.

#### **“ORDER”**

The online order received by Virtually Local from [virtuallylocal.co.uk](http://virtuallylocal.co.uk), 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 in their order.

#### **“VIRTUALLY LOCAL”**

Virtually Local Limited; a company registered in England & Wales with company number 09688855, whose registered office is at: 24 Broad Street, Salford, United Kingdom, M6 5BY.

## **“VIRTUALLYLOCAL.CO.UK”**

The website of Virtually Local.

### **2. SERVICE PROVISION**

1. Virtually Local will provide the services as set out in the order form from the start date. The start date will be the date from which cleared funds (equivalent to the amount set out in the order) have been received by Virtually Local from the customer.
2. The parties agree that the Contract will run for a minimum period of 3 months from the start date, unless the contract is terminated for a reason stipulated in paragraph 11, and the customer agrees that any funds paid to Virtually Local for that period will not be refundable.
3. 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.
4. 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.
5. 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.
6. 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 a level of 300 minutes (Landline) Virtually Local will email the customer every time a further 30 minutes credit elapses. If the credit falls to below 10 minutes the customer will be warned via an audio signal when they are taking calls during these minutes.
7. 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 termination through lack of credit.

### **3. SERVICE LIMITATIONS**

1. Virtually Local may from time to time 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**

1. 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.
2. Withdrawn numbers will automatically be returned to the possession of Virtually Local giving Virtually Local the right to resell these numbers.
3. The customer may not sell, lease or transfer any number provided by Virtually Local to another party.

4. If the customer wishes to move telephone numbers to a different provider, this is at the sole discretion of Virtually Local. A release fee will be payable by the customer, payable before the transfer can go ahead.

## **5. ACCOUNT SECURITY**

1. The customer, on registration, will provide a password for their account which can be used to login to the customers Virtually Local account.
2. The customer will not share, disseminate or otherwise provide their personal account password to any other user.
3. The customer will not allow their account to be used by any other person other than the individual named on the customers login account. The customer understands that they may create additional users and associate them to their account, allowing additional persons to manage their Virtually Local account, the numbers contained therein and any, and all, administrative functions.
4. Virtually Local cannot, and will not, change a customer's password upon request, except only when required in accordance with a security event or by law. Should the customer forget their password, a reset link will be sent to the email address provided at signup.
5. When contacting support via telephone, the customer must sign into their account to retrieve a support PIN, which can then be used to identify the user and account. A user able to perform a challenge and response with a support PIN is deemed to be an authorized representative of the customer, acting with full permission and authority on the account in question. 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.
6. When contacting support via email, the customer must use an email address associated to their Virtually Local account. Emails received from an account other than those specified on the customers' Virtually Local account will be disregarded. 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.

## **6. FAULTS AND SERVICE INTERRUPTONS**

1. 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**

1. The customer must not misuse the service in any way. Virtually Local will consider the service as being misused if it is used illegally, for the purposes of Artificial Inflation of Traffic, in connection with a crime, unethically, offensively, menacingly or indecently or to make nuisance or hoax calls.
2. 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.
3. Virtually Local may take action as explained in paragraph 11 if the service is misused in this way.

## **8. CUSTOMER CHARGES**

1. 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.
2. The customer accepts that they must provide a valid credit or debit card on their account at all times.
3. 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.
4. Failure to remain in credit will result in the service being suspended.
5. 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.
6. Call charges will be reviewed from time to time and any changes will be notified to the customer 30 days in advance by email.
7. Any refunds will be issued at the sole discretion of Virtually Local.
8. Included minutes apply only to advertised destinations but as an absolute maximum are restricted to UK fixed landlines starting 01 or 02, UK Non-geographic starting 03 and mobile calls to Vodafone, EE, Three and O2.

## **9. DISPUTES**

1. 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.
2. 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.
3. These terms and conditions and the contract and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
4. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

## **10. CANCELLING OR TERMINATING THE CONTRACT**

1. The customer may cancel this contract at any time giving 30 days' notice in writing of their intention to do so, subject to the minimum term as set out in paragraph 2.1 above.
2. 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.
3. 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**

1. Virtually Local can suspend or terminate the service and end or terminate this contract, with immediate effect, 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.
  - 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.

The customer will not receive a refund under any circumstances if a breach of contract occurs and all outstanding charges remain owed.

2. If Virtually Local does not insist immediately that the customer does anything the customer is required to do under these terms and conditions, or if Virtually Local delays in taking steps against the customer in respect of the customer breaking this contract, that will not mean that the customer does not have to do those things and it will not prevent Virtually Local taking steps against the customer at a later date. For example, if the customer misses a payment and Virtually Local does not chase the customer, but Virtually Local continues to provide the services, Virtually Local can still require you to make the payment at a later date.

## **12. CHANGING THE CONTRACT AND THESE TERMS AND CONDITIONS**

1. Virtually Local can change these terms and conditions 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.
2. Apart from any changes to the contract notified to You under clause 12.1 above, no variation of the contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
3. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **13. THIRD PARTIES**

1. The customer cannot transfer this contract either in part or in its entirety, to a third party.
2. 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.
3. Virtually Local may transfer its rights and obligations under these terms and conditions to another organisation. Virtually Local will always tell the customer in writing if this happens and will ensure that the transfer will not affect the customer's rights under the contract.

## **14. INDEMNITY**

1. 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**

1. 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.
2. Any liability to the customer subject to paragraph 15 shall be limited to the fees paid by the customer to Virtually Local in the previous 12-month period.

#### **16. DATA PROTECTION**

1. Virtually Local and the customer will comply with their respective obligations under the Data Protection Legislation.

#### **17. EVENTS OUTSIDE THE CONTROL OF VIRTUALLY LOCAL**

1. Virtually Local will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the contract that is caused by an event outside of its control.
2. An event outside its control means any act or event beyond Virtually Local's reasonable control, including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, virus outbreak or other natural disaster, or failure of public or private utility services or telecommunications networks (including internet service providers) or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
3. If an event outside its control takes place that affects the performance of Virtually Local's obligations under the contract with the customer:
  - i. Virtually Local will contact the customer as soon as reasonably possible to notify the customer; and
  - ii. Virtually Local's obligations under the contract will be suspended and the time for performance of Virtually Local's obligations will be extended for the duration of the event outside its control.

#### **18. THE ENTIRE AGREEMENT BETWEEN VIRTUALLY LOCAL AND THE CUSTOMER**

1. The contract constitutes the entire agreement between Virtually Local and the customer and supersedes any previous agreement between them relating to the service.
2. The customer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. The customer also agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement.

