

# PrisonPhone

Prison phone Ltd

## Terms & Conditions

Definitions Act means the Communications Act 2003 and includes any amendments to the Act that may be made from time to time.

Prison Phone Ltd means Prison Phone Ltd of 145-157 St John street London Company Registration Number: 08691183

Customer means the person or partnership requesting the Service.

Service means the service or services requested by the Customer and to be provided to the Customer by Prison Phone Ltd.

Agreement means this agreement entered into by and between Prison Phone Ltd and the Customer and is subject to both the terms set out overleaf and those herein.

OFCOM means the Office of Communications.

ICSTIS means The Independent Committee for the Supervision of Standards of Telephone Information Services.

1) Duration: This Agreement shall come into full force and effect from the date of acceptance by Prison Phone Ltd as indicated overleaf and shall continue for a minimum period of one month whereupon it will then continue unless terminated by either party giving the other no less than one months prior written notice or unless terminated by Prison Phone Ltd subject to Section 9 of this Agreement.

2) Use of Service: 2.1) Prison Phone Ltd shall provide the Service to the Customer subject to the Agreement and subject to availability and shall exercise all due care in the provision and maintenance of the Service to provide high quality and reliability. 2.2) All information relating to the Customer collected by Prison Phone Ltd in the course of providing the Service shall remain confidential between the Customer and Prison Phone Ltd subject only to the permitted uses of that information under the Agreement or as may be required under the Act or any other regulations relating to the Service and except that Prison Phone Ltd at its sole discretion may use data about use of the Service by the Customer as part of any report or publication without revealing the identity of the Customer. 2.3) The Customer undertakes to use the Service in accordance with the conditions set out herein and such variations as may be notified in writing from time to time to the Customer by Prison Phone Ltd and in accordance with the Act or any other regulations relating to the Service. 2.4) The Customer shall indemnify and hold harmless Prison Phone Ltd against all liabilities, claims, losses, damages or expenses arising directly or indirectly or in any way associated with any use of the Service by the Customer or provision of the Service by Prison Phone Ltd. 2.4.1) Nothing in this Agreement shall exclude or restrict any liabilities by Prison Phone Ltd for death or personal injury resulting from its negligence. 2.5) The Customer shall not use or allow use of the Service in any manner or for any purpose unlawful or offensive. 2.6) The Customer shall notify Prison Phone Ltd immediately upon becoming aware of any failure or malfunction in the Service. 2.7) Prison Phone Ltd aims to correct any failure or malfunction in the Service within three working days or as soon as is reasonably practicable. 2.8) The customer recognises that the service is not guaranteed to be "continuous" and that there may be periods of time when the service is unavailable for operational or other reasons. 2.9) Prison

Phone Ltd.'s services are provided for personal use only. As part of Ofcom's National Numbering Plan and to manage inactive numbers, Prison Phone Ltd reserves the right to withdraw numbers that produce less than 10 minutes of call traffic a month for three consecutive months. 2.10) Prison Phone Ltd may amend the terms and conditions of the Agreement if new legislations or regulatory bodies make it necessary. The Customer indemnifies Prison Phone Ltd against any subsequent prefix or other numbering changes imposed by Ofcom, ICSTIS, Network Operator or regulatory body. 2.11) Prison Phone Ltd will not change/re-route the target number of each number supplied by Prison Phone Ltd in compliance with prison rules, a new number can be issued at the reduced price of £10 for connection 2.12) It is the Customer's responsibility to ensure that at all times the prison service is informed if the number is routed to someone other than who has been listed on the prisoners pin or of any change of address. 2.13) The customer recognises that it's not the responsibility of Prison Phone Ltd to guarantee any "0800" or Freephone number that is issued will be accepted onto the prisoners pin and if the customer fails to inform Prison Phone Ltd within 28 days of connection a new connection charge will be due to switch the service over to a geographical number "01" or "02" the rental that has been paid for this period will not under any circumstances be refunded. 2.13) The customer must understand that to divert calls away from the contact recorded on the prisoners PIN form is an offence and if Prison Phone Ltd becomes aware of such action the customer's account will be terminated without notice and no refunds will be issued.

3) Provision of Information: 3.1) The Customer undertakes to provide to Prison Phone Ltd free of charge and in full co-operation any information reasonably required by Prison Phone Ltd in order to fulfil its obligations under the Agreement. 3.2) Prison Phone Ltd shall at its sole discretion use this information for any debt collection purpose including disclosure to and use by its agent or agents acting on its behalf. 3.3) Prison Phone Ltd may use your information to update you by email, text, post or phone of any changes to your account and/or to let you know if your payment is due ect.

4) Prices: The rental prices in this agreement shall not change during the first three months of this Agreement after which time they may be changed subject to thirty days' notice in writing being provided to the customer, should the customer decide to cancel the agreement then the 30 day notice period will be charged at their current rate, In the event that Ofcom introduces a regulatory change that affects the cost of providing the Service the rental may be changed at any time subject to thirty days' notice in writing.

5) Acceptance by Prison Phone Ltd: 5.1) All customers will be Pre-approved by prison phone ltd regardless of their credit status or credit history, However failure to maintain payments on the account may result in credit reference agencies being notified and the customer may find it difficult to obtain credit in the future

6) Liability & Compensation: 6.1) If the service provided by Prison Phone Ltd is not available for any reason for a continuous period in excess of seventy two hours and a customer makes a request by telephone and confirms it in writing to Prison Phone Ltd during the period in which the service is unavailable, the customer shall be paid compensation in the amount of rent which the customer has paid for the period when the service is unavailable. 6.2) under no circumstances shall the amount paid in compensation exceed the amount paid in rent by the customer. Prison Phone Ltd shall have no liability whatsoever to the Customer in contract, or otherwise, including any liability due to negligence for loss of goodwill, revenue, anticipated savings, profit or for any direct, indirect or consequential financial loss howsoever arising except as provided for under Clause 2.4.1 of this Agreement.

7) Payment: 7.1) The Customer shall pay for use of the Service according to Prison Phone Ltd.'s tariff as amended from time to time. 7.2) Usage charges payable by the Customer shall be calculated by

Prison Phone Ltd according to data recorded by Prison Phone Ltd. 7.3) Prison Phone Ltd shall invoice the Customer monthly for use of the Service and for any standing charges but the Customer is required to maintain the account in credit at all times. 7.4) Invoices are due within 7 days of invoice date without set off or deduction. (unless stated on the customers invoice) 7.5) Interest will be charged on overdue invoices at 6% above the Barclays bank base rate from the date of the invoice up to the date of a court judgement being submitted. 7.6) Prison Phone Ltd reserve the right to make the following charges: Cheques and Direct Debits returned unpaid - £15.00 per item. Credit/Debit card chargeback's - £25.00 per chargeback. Reconnection fee following non-payment - £25.00 per number, Disconnection Fee/porting away where disconnection/porting requested by customer - £35.00 per number. Directory enquiry submission/alteration/removal where available - £25.00 per number. Transfer of a Service between accounts where change in legal entity of customer - £25.00 per number. Direct debit cancellation fee £15.00. Late payment fee £15.00 7.7) All monthly invoices are payable by direct debit, the customer may if preferred, pay by credit/debit card or bank transfer subject to an administration fee of £2.50 for each non-direct debit payment received. However this payment will be due upon receipt of your invoice and failure to do so promptly may result in a temporary restriction of your service. 7.8) if paying by direct debit, please note that Prison Phone Ltd has appointed the BACS approved Direct Debit Bureau, Eazy Collect Services Limited ([www.eazycollect.co.uk](http://www.eazycollect.co.uk)) to collect your payments. PPLTD will be shown on your bank statement for these direct debit payments. 7.9) All sums due to Prison Phone Ltd under the terms of the Agreement are exclusive of Value Added Tax and/or any other taxes applicable at the appropriate rate, such taxes to be paid by the customer, and a full breakdown of these taxes will be clearly visible upon any invoice issued by Prison Phone Ltd. 7.10) Failure to pay on time may result in services being suspended or terminated at the discretion of Prison Phone Ltd. 7.11) should the service be suspended or terminated by Prison Phone Ltd and passed to a third party debt recovery agent the company cannot guarantee that the same number will be issued if reconnecting with the service.

8) Suspension of Service: 8.1) In the event that the Customer is in breach of the Agreement, provision of the Service to the Customer may be suspended forthwith by Prison Phone Ltd and a notification will be forwarded to the client in writing via Royal Mail to the address held on file, without liability to the Customer and until further notice. 8.2) all reminder letters sent after the initial late payment fee invoice will incur a charge of £5.00 to cover the administration of said letter and the consumables it requires 8.3) Suspension of the Service will entitle Prison Phone Ltd to payment on demand of all amounts owed by the Customer under the Agreement whether already invoiced or not, including but not limited to any line rental charges whilst the account is in arrears and the line rental charge at the customers current rate for the required 30 day notice period, after which Prison phone ltd will pass the outstanding account over to a third party debt recovery agent and all costs involved in this including a £15.00 administration fee will be applied to the account 8.4) The Customer will also incur a charge set by the third party recovery agent at 15% + VAT of the total passed over to them for collection. 8.5) If no payment plan or attempt to settle the debt is in place within 40 days of the account being passed to the recovery agents Prison Phone Ltd will issue court proceedings at a cost to the customer of £15 that will cover the administration and a cost of £25 will be added by the courts for filing fees. 8.6) please be aware that Prison Phone Ltd reserve the right to update the relevant credit reference agencies if your account reaches the court proceedings stage, which may result in the customer finding it difficult to obtain credit in the future.

9) Termination: 9.1) The customer or Prison Phone Ltd can terminate the agreement at any time in writing (either by post or E-mail with the required 30 notice. 9.2) Without prejudice to their rights under the Agreement expressed or implied the Customer or Prison Phone Ltd shall have the right to terminate the Agreement in the event that the other party is in default either in observation of or in

performance of its obligations under the Agreement and in the case of rectifiable default fails to rectify the default within a reasonable time specified by the non-defaulting party in writing.

9.2) Without prejudice to their rights under the Agreement expressed or implied Prison Phone Ltd may terminate the Agreement in the event that a liquidator, trustee in bankruptcy, receiver or administrator is appointed in respect of the assets and/or business of the Customer or if the Customer is deemed insolvent according to the Insolvency Act 1986.. 9.3) Without prejudice to their rights under the Agreement expressed or implied Prison Phone Ltd may terminate the Agreement in the event that its licence under the Act is revoked.

10) Assignment: 10.1) Prison Phone Ltd shall have the right to assign, delegate or otherwise deal with their rights under the Agreement in part or in whole. The Customer shall not have the right to assign, delegate or otherwise deal with their rights under the Agreement in part or in whole. 10.2) Prison Phone Ltd may port any telephone number to a different network operator if and when we see fit. The customer hereby agrees the customer shall have no objection to this.

11) Entire Agreement: The Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all prior agreements, representations or understandings by either party whether oral or written.

12) No Waiver Failure by either party to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

13) Notices 13.1) Any notice, invoice or other document which may be given under the Agreement shall be deemed to have been duly given if sent by email, post or Fax to the address, email address or Fax number on the Customer's account. 13.2) The Customer shall notify Prison Phone Ltd and the relevant prison of any change of address, telephone number or email address.

14) Force Majeure: Neither party shall be held to be in breach of its obligations under the Agreement, save for obligations to make payments under the Agreement, to the other party for any loss or damage which may be suffered by the other party due to any cause beyond the reasonable control of the first party including but not limited to any act of God, inclement weather failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, act or omission of Government authorities, other telecommunications providers, war, military operations or riot.

15) Governing Law: The Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.

[www.PrisonPhone.co.uk](http://www.PrisonPhone.co.uk) 