

Call Flow Solutions Terms and Conditions



Please take a few moments to carefully read through our terms and conditions.

Call Flow Solutions Ltd are a company incorporated in England with the company registration 4366668. Our registered offices are situated at Suite 2, Ground Floor Office, Branbridges Industrial Estate, Branbridges Road, East Peckham, Tonbridge, Kent, TN12 5HF.

You are a customer of Call Flow; the name and contact details on the order or contract form belong to a person authorized to enter into contracts only. The address stated on the order is the location where our service will be activated for your use. Contracts are non-transferable from address to address or person to person.

You can contact us via our live chat, filling in our online form, emailing our customer care team at support@callflow.co.uk or calling us on 0800 280 0590.

This contract is between you, the end user of the service and Call Flow Solutions. No other person will have any rights to enforce any of its terms.

The person signing or agreeing to this order warrants his / her authority to bind you to this agreement.

Definitions;

In these terms the following words have the following meanings;

- Equipment; - Any hardware supplied to you by us.
- Order form; - The online/ physical form completed by yourself, this order form also acts as your legally binding contract. It is your responsibility to make sure all information provided is correct, should any information be incorrect you will be liable for additional charges for any necessary amendments.
- Start Date; - Once our helpdesk team have confirmed the connection is live and working at the property.
- Early Termination Fee; Fee that will apply should you wish to cancel the contract before the minimum contract period has expired.
- Usage; - The amount of data transferred over the service, measured in gigabytes (GB) this includes downloads and uploads.

Can I subscribe to Call Flow Services?

Yes if you are 18 years of age or over and the service is only used at your home or business.

1 GENERAL

1.1 all Calls may be recorded for training and monitoring purposes.

1.2 Each of the paragraphs in the terms and conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

1.3 These terms are governed by English Law and both parties agree that the courts in England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising under or in connection with this contract.

1.4 Call Flow Solutions are not responsible if you are not able to use the Services because of your equipment (e.g. any PC, CCTV or alarm system, mobile device, network interface card, printer, switch etc.) does not work, is not compatible with our system, does not conform to the relevant standard or does not meet the minimum specifications or requirements in any third party networks over which we have no responsibility.

1.5 Call Flow Solutions have no control over the data which passes to or from yourselves over the internet. Call Flow Solutions are not responsible for any loss or damage to that data and we are not responsible for any loss or damage to your own equipment caused by the use of our Service to access the internet.

1.6 Call Flow Solutions have no liability or responsibility to you for any loss of profit, business, business interruption, loss of anticipated savings, loss of sales, turnover, reputation, wasted management, loss of customers and losses or liabilities under or in relation to any other contract, nor any indirect, consequential loss or damage of any kind arising from this agreement.

1.7 Call Flow solutions do not offer IT support therefore cannot offer support for any devices connected to our Service other than equipment supplied by Call Flow.

2 ENGINEER VISITS

2.1 In the event of issues with your broadband connection, to avoid charges, Call Flow will endeavour to help you identify where the fault lies via our helpdesk. I.e. if the fault is within our area of responsibility or yours – termed the demarcation point.

2.2 Call Flow's demarcation points defined:

- For customers who receive their Service over their telephone line, it is a wired computer into the router, with the router being plugged into the BT test socket via a micro filter supplied by Call Flow with no telephone connected.
- For customers who receive their Service via radio, it is a wired computer into the router. However, any damage to the cable from the aerial to the router including the aerials power unit remain the responsibility of the customer and damage to these are chargeable repairs.
- For customers who receive their Service via fibre to the premises, it is a wired computer into the router, with the router being plugged into the external fibre demarcation point (usually on

the wall external to the property), using a Call Flow fibre patch lead i.e. not the 'outside to inside' fibre from this point that remains the responsibility of the customer.

2.3 The router demarcation only applies to routers that are in warranty and have been reset to the current standard settings (with no customer configuration) as recommended by Call Flow.

2.4 All testing will be conducted with a Call Flow computer wired directly into the router and with all customer wired connections removed and all wireless connections disabled to avoid any customer equipment impacting testing.

2.5 All issues beyond the Call Flow demarcation points indicated above are the responsibility of the customer.

2.6 Engineering visits can be agreed to prove which side of the demarcation a fault lies. Should the fault be proved to the customer's side of the demarcation, the engineering visit will be chargeable.

2.7 It is important to know the engineering visit will only seek to prove where the fault is in terms of the demarcation point.

2.8 Call Flow do not offer any Service to assist customers with their internal wiring or wireless devices or any other internal issues you may have.

2.9 Where the issue is broadband speeds, in advance of any visit, Call Flow will provide target speeds we expect to be achieved from the demarcation testing. On-site speed tests will be conducted as outlined above, using [www.speedtest.net](http://speedtest.net) (<http://speedtest.net/>)

2.10 We won't be able to tell you if there's a charge until after an engineer visits your premises. So it's worth trying our landline and broadband trouble-shooter guides to test your line and run through some quick checks. You can find this on the support guides on our website www.callflow.co.uk/support.

2.11 There may be a charge if we send out an engineer to fix a fault or make an improvement for the first hour but it's free of charge if the problem is with our network outside the boundary of your premises. There will be a charge for every hour thereafter. **We do not charge half hours for example if the engineer arrives at 9:00am and is there until 11:15am you will be charged until 12:00pm.** please see the link attached for engineer charges <https://www.callflow.co.uk/faqs/call-flow-engineer-charges/>

2.12 You agree that all information you have supplied to us is correct and you will inform us should any of this need amending. You accept that you will be liable for any additional charges if you give us incorrect information that we act on. This includes charges for incorrect direct debit details, or any other personal details supplied.

2.13 This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

3 THE SERVICE

3.1 "Service" means the provision of the CFS Broadband Internet and telephone Service via copper line, radio, fibre to the premise and any other deployed technologies, with the exception of a Satellite solution. Call Flow Solutions Ltd ("CFS") of Suite 2, Ground floor Office, Branbridges Industrial Estate, Branbridges Road, East Peckham, Tonbridge, Kent TN12 5HF agrees to provide the Service to the Customer and the Customer agrees to use the Service on the terms set out in this Agreement.

3.2 The order confirmation email will detail the package you, the customer, have chosen along with the standard prices for the Service. You accept that by submitting an order either by our website or signing an order form that you agree to these terms and conditions.

3.3 Your contract will be valid once either your broadband or telephone line Service has gone live.

3.4 Call Flow Solutions Ltd will not guarantee that any third party equipment will work on our network and therefore do not accept any liability nor do we support any third party equipment.

3.5 You, the customer accept responsibility for any liabilities, claims or losses which are in anyway connected in the misusing of our Services provided to you.

3.6 Our systems do not enable us to differentiate responsibility between legitimate use or any other virus or similar issue that causes data usage.

3.7 You must not use any other router or equipment other than that supplied by Call Flow Solutions Ltd, 'to terminate/authenticate' Call Flow Solutions Ltd broadband.

4 INTERNET DATA USAGE ALLOWENCES

4.1 Call Flow Solutions offer packages that have data usage caps. These are subject to over usage charges should you, the customer, exceed the set data allowance for the package you have contractually signed into.

4.2.1 Should you, the customer, exceed the data limit on our residential broadband packages you will automatically be upgraded without warning to the higher package for your area, this will be reflected on the next invoice received from Call Flow Solutions.

4.2.2 Should you, the customer, exceed the data limit on our business broadband packages you will be charged the agreed over usage charge detailed on the package you are on. You will only be upgraded to a higher broadband package should you the customer request this.

4.3 You, the customer, may only downgrade to a lower usage package if you used under the data usage limit of the lower usage package for three consecutive months. If you are out of your 18 month contract term then you the customer will agree to a new 18 month contract in order to downgrade.

4.4 Over usage charges are stated on the customer's order form, by signing into an agreement with Call Flow Solutions you accept responsibility for any over usage charges.

4.5 Customers are given an online usage tracking tool which allows you to check and review their usage. <https://www.callflow.co.uk/support-guides/how-to-review-your-usage/>

4.6 Call Flow Solutions are not responsible for notifying you when you have exceeded your data allowance, we will only notify you should our fair use policy be violated. Call Flow will only notify you of any over usage charges on your monthly invoice, it is up to the customer to monitor their usage to ensure they do not exceed this.

5 DURATION AND CANCELLATION POLICY

5.1 The Agreement shall come into force on and with effect from the broadband/telephone activation date (whichever comes first).

5.2 There is an initial 18 month minimum contract on all broadband and telephone line services (at the original installation address only – this agreement is non-transferable to a new address or to another person/business).

5.3 When cancelling a contract within the minimum term (18 months) early termination fees may apply. This charge will be calculated by multiplying the number of months remaining in the minimum term.

5.4 All Call Flow Solutions contracts require one month's written notice if you are terminating the contract.

6 USING THE SERVICE

6.1 Call Flow Solutions warrant that we will provide the Services within this contract with reasonable care and skill and in accordance with good industry practice.

6.2 Any equipment supplied for the Service will remain Call Flow Solutions property and you the Service user are responsible for maintaining all equipment and agree to keep it in good working order. We will only repair or replace faulty equipment if you are within the initial 18 month contract period or have entered a new 18 month contract. A faulty router will not be replaced if you are on a 1-month rolling contract with Call Flow Solutions.

6.3 If there is a fault on our network, we will do our best to diagnose and repair it within a timely manner.

6.4 Call Flow Solutions cannot guarantee a fault-free performance. In addition, the speed and limitations of your internal wiring and equipment (router position, devices connected and limitations) may affect the actual speed that you experience. Call Flow Solutions are not responsible for wireless speed issues. We do not warrant, represent or guarantee in anyway whatsoever that the equipment we supply or our Service will be virus-free, worm-free, spam-free or inaccessible to malicious code or malignant third parties.

6.5 You agree to abide by our terms and conditions and only use our network for lawful purposes. You agree that we may monitor your use of Service including data, volume and type of traffic. If you use the network improperly, negligently or in a way which interferes with other customers' use of our network we can exercise our right to suspend your use of our network.

6.6 You agree that you are fully liable for all use of our Service, whether you gave permission or not. For example, if someone has access to your broadband or telephone line Service, we would consider it within your control and you could be liable for any unlawful use such as transmitting copyright material.

6.7 You should only allow access to your broadband (including Wi-Fi) to people you trust and you accept liability and responsibility for their use of our Services.

6.8 Unless you are on a business package you will have an internet protocol address that may vary. All IP addresses provided belong to Call Flow Solutions. You may not sell or agree to transfer the internet address to any person/s at any given point.

6.9 Call Flow Solutions will use all reasonable endeavours to ensure that the Services are available for use by the customer 99% of the time.

6.10 Where the supplied Service includes provision of a router, CFS shall not be responsible for ensuring that the supplied router has equal capabilities of any other router available on the market. Whilst this applies to all router functions, examples are wireless coverage, software and hardware compatibility with any other device.

7 SUSPENSION OF SERVICE

7.1 Call Flow Solutions may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the customer. Call Flow Solutions implements that you must not use the Service for commercial or business purposes unless we have given you permission to do so by providing you a business titled package. If we find you are using the Service for business or commercial purposes we reserve the right to limit or terminate the broadband and/or telephone Service immediately.

7.2 Call Flow Solutions can suspend, change, increase the price of or withdraw part or all of our Services with active users with a maximum written notice of one month. The suspension or change will then apply once that notice has expired.

7.3 If Call Flow Solutions suspend the supply of your telephone line or broadband Service it is because;

- You, the Service user, has failed to pay our charges when due
- You misuse the network or do not comply with our terms and conditions
- You break the contract in anyway; or any laws which apply to the use of our network. Call Flow Solutions will not be liable to you for any loss of Service and we reserve the right to charge you a reactivation fee at the end of suspension.

8 TERMINATION OF THIS CONTRACT

8.1 If you terminate this contract during the minimum term (18 months) you will be liable for any/all termination fees. This is the equivalent of the remaining charges of the minimum term. Call Flow Solutions require a minimum of 30 days written notice for any cancellation of Services in writing.

8.2 Without prejudice to their rights under the Agreement Call Flow Solutions and the Customer shall have the right to terminate this Agreement forthwith in the event that:

8.3 The other party is in default in its performance or observance of any of its obligations under this Agreement, and, in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non- defaulting party in its written notice to do so: or

8.4 An interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or made up a winding order.

8.5 Without prejudice to its other rights, CFS shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that:

- The Customer fails to make any payment when it becomes due to Call Flow Solutions; or Call Flow Solution's license expires or it is revoked; or
- A license under which the Customer has the right to run its telecommunications system and connect it to the CFS system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid license.

In the event of termination by Call Flow Solutions under conditions above, Call Flow Solutions shall be entitled to recover from the Customer all costs, losses and expenses incurred by Call Flow Solutions.

9 CANCELLATION PERIOD

9.1 Call Flow Solutions provide you with a 14 calendar day cancellation period which starts on the day you go live.

9.2 If you cancel any Services within this cancellation period you must:

- Pay for any Services received up to the date that you told us you wanted to cancel;
- Pay any installation, connection or activation charges associated with that Service (including the full cost of charges that were discounted or advertised as free as a condition of taking Services on the terms that you agreed);
- Return any equipment we have provided.

9.3 If you just ordered equipment and cancel within the cancellation period, you must return any equipment to us

9.4 If the Service you signed-up for is a product change, a re-contract or add-on, upon cancelling the Service we may move you back to your previous agreement or the closest matching Service.

9.5 You must return the equipment to us (undamaged) within 14 days of telling us you want to cancel, at your own cost; and we'll refund anything you have paid for the equipment less an appropriate amount (up to the full value of the refund) where the equipment is damaged or has been used more than necessary to check it. If you don't return the equipment within 14 days of cancelling you'll have to pay the full price of the equipment. If you subsequently return the equipment to us, we'll waive or return what you have been charged for the equipment. These rights are in addition to any other legal rights you may have to cancel our agreement.

10 NON-AVALIBILITY OF SERVICE

10.1 Call Flow Solutions endeavour to provide you at least five working days advance notice if planned maintenance and support work on our network is being carried out. This will not always be the case if the problem/issue is urgent and/or an emergency.

10.2 If Call Flow Solutions Services are continuously unavailable for three consecutive days you may be entitled to a goodwill gesture. This is at Call Flow Solutions discretion. A goodwill gesture will not be considered if;

10.3 The failure is due to an outage which is not isolated to your line, for example network wide outage outside of our reasonable control, this includes power cuts etc.;

10.4 Call Flow Solutions suspend your Service in accordance with our agreement or you're in breach of any term of the agreement;

10.5 Through no fault on our part, we are unable to carry out any necessary work on your premises (for example where we can't gain access to your premises, agree an appointment date or obtain all assistance or information that we require from you); or

10.6 The failure is due to matters beyond our reasonable control.

10.7 Circumstances beyond our control such as (but not limited to);

- Acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
- Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
- Criminal acts of third parties such as theft and arson.

11 PAYMENT AND CHARGES

11.1 Pricing of the Service shall be as stated within the Call Flow Solutions Order Form. All prices are inclusive of the current rate of Value Added Tax unless otherwise stated and all prices are subject to change, upon Call Flow Solutions giving not less than thirty days prior written notice to the Customer.

11.2 All sums due to Call Flow Solutions under this Agreement shall be paid in full by the Customer without any off-set whatsoever by direct debit only.

11.3 You agree that you will be in contract and accept to pay for the broadband and telephone line service for a minimum term of 18 months commencing from your go live date. The minimum term of your contract will be confirmed by email to you.

11.4 The Customer shall be invoiced monthly by Call Flow Solutions for all charges under this Agreement. Previous backdated invoices may be requested however this will incur an admin fee.

11.5 Full payment is due to Call Flow Solutions within fourteen days of the invoice date (ten working days), this will be sent to you via email to the address you have provided. You cannot dictate a day for the invoice due, to be collected from your account.

11.6 If direct debit instructions are cancelled or fail, Call Flow Solutions shall be entitled to levy a reinstatement charge of £5 + VAT for residential customers and £10 + VAT for business customers to show on the next invoice you receive from Call Flow Solutions.

11.7 We may restrict your Service if you do not pay your bill on the due date, if your direct debit fails we will apply a charge to cover our administration costs associated with this failed payment.

11.8 Please note: If we have to engage our debt-collection agency to collect any payments on our behalf, you'll also have to pay the reasonable costs we have to pay the agency in addition to any of the charges above.

11.9 All charges payable under this Agreement shall be calculated by reference to dates recorded or logged by Call Flow Solutions and not by reference to dates recorded or logged by the Customer.

11.10 Call Flow do not accept cheques as a method of payment. Any cheques received as payment will incur a further £10 admin fee.

12 ANNUAL PRICE INCREASES

12.1 Your Price Plan Charge includes an increase by the annual percentage increase in the Retail Price Index (RPI). We will do this so the price increase takes effect in April of each year in line with RPI statistics released in January.

12.2 We may also increase your Call Flow Broadband/ Line Rental Payment if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing, including to reflect a change in the rate of VAT or other applicable taxation charge or levy, which affects your Call Flow Broadband Payment directly or our pricing structure generally. We will use our reasonable endeavours to notify you before any price increase takes effect under this Condition.

12.3 You are responsible for the cost of all charges you incur whilst using the Call Flow Solutions Services, whether you, the account holder, incur these costs or someone else does using your Service.

12.4 If you have not paid your invoice by the due date set by Call Flow Solutions or you cancel your direct debit details, Call Flow Solutions reserve the right and are entitled to;

- Suspend Services until payment is received.
- Add late payment charges to your next invoice.
- Pass to our debt recovery team to recover any outstanding payments in the event of non-payment.

13 LIABILITY

13.1 Subject to Condition CFS shall be liable for the damage to the property of the Customer caused by any negligent act or omission of CFS or its employees provided that such liability of CFS in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of CFS's obligations under this Agreement shall be limited to £50 for any one incident or £100 for any series of incidents arising from a common cause in the six month period.

13.2 CFS shall not be liable to the Customer in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss, however arising.

13.3 In the event of any failure in the Service, CFS shall not be liable to the Customer for any charges incurred by the Customer should the Customer use another means of connection to the internet.

13.4 The provisions of this Condition shall continue to apply notwithstanding the termination of this Agreement.

14 COMPLAINTS

14.1 Please follow our Complaints Code of Practice on how the complaints escalation policy works. This can be found on our website www.callflow.co.uk

15 FIBRE TO THE PREMISE CONNECTIONS

15.1 The position of the demarcation point may/may not be situated on the verge (by highway) or where the telephone line enters the property. Before signing into a contract you are able to request information on where your specific demarcation point will be placed however Call Flow Solutions are not liable for any additional work you will have to do to connect from the demarcation to the entry point of your property.

15.2 If the existing route to the property for the demarcation point is obstructed for any reason, Call Flow Solutions reserve the right to change our demarcation location to the boundary of the property or where we see best fit for installation.

15.3 Call Flow Solutions are only liable up to the demarcation point. If for any reason the demarcation point or anything past this boundary onto your property is damaged and needs replacing, you the customer, will be liable for all fees including engineer call out charges.

15.4 You, the customer are liable for any additional costs for installing between the Call Flow Solutions demarcation point and the entry into your property.

15.5 You, the customer, are responsible for the upkeep of equipment from the demarcation point onwards. In entering into this contract, you agree a grant and way leave (at nil cost) for Call Flow to run a fibre cable under or over the land in perpetuity of the property to which the service is being installed.

16 FIBRE TO THE CABINET CONNECTIONS

16.1 Call Flow telephone line rental is required on all Residential broadband Services. Call Flow telephone line rental is not required on Business broadband Services, however a working phone line which is on the Openreach network is required in order to run the service.

17 WIRELESS/RADIO CONNECTIONS

17.1 The quality and availability of Service may sometimes be affected by factors outside Call Flow Solutions control. This could include mechanical breakdown, local physical obstructions, atmospheric conditions, and other causes of radio interference or the number of people trying to access our systems at the same time.

17.2 Because of the nature of the Call Flow Solutions radio service, the service may also be adversely affected by the actions of other customers within the same network as you. This could include breach of these Conditions by those customers or disconnection or interference with our equipment on their Premises by those customers. We will use all reasonable endeavours to address any problems arising from such actions in order to maintain Service levels for you.

17.3 We may have to interrupt or suspend the Services due to an emergency, for the purposes of repair, maintenance, improvement or because of operational reasons. If we do need to interrupt or suspend the Service, we will restore the Service as soon as we reasonably can.

17.4 You, the customer, will incur a non-refundable charge for abortive or missed appointment charge if the engineer is unable to carry out the work at, or gain access to, the end user site on the agreed installation, or Service call date.

17.5 In some circumstances it may be necessary to use additional equipment in order that the required antenna can be installed in both a satisfactory and safe location. If this is the case then you will be advised prior to installation of any additional charges that will be incurred, an example of items that may not be covered in a standard installation are as follows:

- Chimney Strap
- Large Pole and bracket
- Extra cable (over 20M)
- Bespoke cabling (Cabling not required for installation but requested by the customer)
- Cherry Picker

17.6 If we need to replace equipment that is damaged by reasons beyond our control such as faults caused by electrical surges or storms or any other reason, there may be a service fee for carrying out such work. Service fees are currently £120 +VAT. In addition, a requested Service visit for a fault that is not a result of our Service or equipment but is a fault generated by you or equipment that you own will result in a service fee being charged.

17.7 Failure to return any requested equipment may result in additional charges to you.

17.8 Call Flow Solutions will not remove equipment once you, the customer, or Call Flow Solutions has terminated the contract. Call Flow Solutions will not be liable for the cost of removal or any other costs you may incur from the equipment.

17.9 Call Flow Solutions reserve the right to terminate any contracts if we see reasonably fit due to a poor radio connection.

18 PRIVACY AND DATA PROTECTION

18.1 Call Flow Solutions will use the data and personal information you provide us;

- To supply the Service/s to you
- Process payments for the services
- Provide you information about the Service such as temporary problems with the network
- For Call Flow Solutions to administer your account for credit scoring, customer Services, training, tracking use of our Services, profiling and purchasing.

18.2 Residential customers agree;

- Provide access to your property or a neighbouring property where this is necessary for us to provide the services;
- Look after any equipment we provide with the upmost care (this includes the router and any other equipment we may send you for your connection to our network);
- Use the Services for personal use (this contract does not allow you to run a business from home). You can switch to a business package if this does become the case.
- You agree not to copy, change or publish any material we produced or own (normally marked with a ©) or use it for any business purpose;
- Keep all information we provide to you including passwords secure and confidential, and not make them available to other people; and
- Agree that we have the right to modify any digital content we provide (for example to update the software in your router). Modifications will be of the same quality and description.

We may change the Terms and Conditions from time to time and will inform you on this website when we do so. To make the most of the guidance contained in the Terms and conditions, please keep up to date with changes and look at them on a regular basis.