# **TERMS AND CONDITIONS**

#### Terms

"the Company" means SinglePoint Calls Ltd "SPC" means SinglePoint Calls Ltd "We/Us" means SinglePoint Calls Ltd

"the Customer" means the person, company or organisation who purchases services through SinglePoint Calls Ltd "the Contract" means the contract between SinglePoint Calls and the Customer for the supply of services "Service" means the Services selected by the Customer to be supplied by SinglePoint Calls pursuant to the Contract

## Account

SinglePoint Calls is an online telephone answering service designed to provide personal and business tools for both individuals and businesses including professionals, small and medium-sized enterprises and large companies. The service is provided by SinglePoint Calls Ltd of Heritage House, 1 Vicar Lane, Daventry, NN11 4GD (Company No: 14525658) and its suppliers. In order to use SinglePoint Calls services you are required to complete all relevant registration processes to obtain an account with SinglePoint Calls.

You agree to keep all your SinglePoint Calls account passwords secret at all times and to inform the Company and change the password if your believe another party has become aware of it. You are solely responsible for any and all use or misuse of your username and password and losses or damages arising from such use or misuse. You confirm that all information supplied by you to the Company is current, complete and accurate in all respects and you agree to notify us immediately of any changes to this information.

If you have (or we believe you to have) provided false information or have (or we believe you to have) failed to notify us of any changes then we reserve the right to terminate your account with SinglePoint Calls (refer to Changes and Termination below). We shall comply with all applicable Data Protection and GDPR laws in the UK. For further information on how we use your personal data, please see our privacy policy.

## Free Trial

Any free trial offered by SinglePoint Calls is at the Company's discretion and can be withdrawn at any time prior or during a free trial period. The free trial is for telephone answering and message taking services and does not allow for any scripts or questions/information to be added unless agreed prior by the Company.

The free trial allows for calls to be transferred to mobile and landlines to a maximum cost of £50.00. This limit can be reduced or withdrawn at anytime at the sole discretion of the Company. For the duration of the free trial period a fair usage policy shall be in place at a 7 day duration or total call duration of 120 minutes whichever event occurs first.

You consent to email updates upon subscription to any free trials and your email address will be used during the free trial period only. Your email address will not be used for any other purpose during the duration of the free trial period.

The Company reserves the right to terminate or modify the Free Trial without cause and without liability at any time.

## Services

## Telephone Answering Service

Where the Contract provides for this service, the Company will use its reasonable endeavours to take Messages received on the Assigned Number(s) and to forward the same by either email or SMS communication for a period of time which has been agreed with the Company and yourself or to transfer to the telephone number provided by yourself to the Company for that purpose.

#### Virtual Switchboard

Where the Contract provides for this service, the Company will use its reasonable endeavours to patch calls received on the Assigned Number(s) to the Contact Number provided by yourself to the Company for that purpose.

## **Emergency Support**

If the Customer has incorporated Emergency Support within the Call Script, the Company will use its reasonable endeavours to take Messages on the Assigned Number(s) and within such period of time as the Company has agreed with the Customer, to patch the same to the Customer in accordance with the Call Script and Call Despatch instruction.

### Call Diversion / Divert to Voicemail

Where the Contract provides for this Service, the Company will automatically divert Calls to the prescribed voicemail or any other specified contact. This Service is a chargeable event at a rate determined by the Company from time to time.

Given the nature of the Services, and in particular the fact that the Company will receive a number of Calls and a great deal of information within a short period of time, there will be occasions where the Company fails to record a Message and/or details, and/or to pass information on to the Customer, correctly or accurately, and the Company will not under such circumstances be liable or responsible to the customer.

The Company will not provide any Service which is in any way, whether directly or indirectly, involved in or associated with, or which the Company suspects is in any way, whether directly or indirectly, involved in or associated with, any illegal, defamatory, obscene, sexist, racist, inflammatory or immoral activity, and/or any activity which the Company determines adversely affects its reputation (Unacceptable Activity). If the Company suspects any Unacceptable Activity, the Company may immediately terminate the Contract (notifying the Police or relevant authorities where appropriate), at which time all Charges at that time incurred by the Company in relation to the provision of the Services will become immediately due and payable to the Company. For the purpose of the above, what constitutes Unacceptable Activity will be determined by the Company in its sole discretion, and the Company's determination on the matter will be final and not subject to discussion

#### **Charges and Payment**

SinglePoint Calls will issue an invoice 7 days prior to your payment date as set out in the terms of the Contract. All charges incurred during any billing period must be paid in full, including and without exception any VAT or other charges. Interest on overdue invoices shall accrue from the date where payment becomes due and is calculated on a daily basis until the date of payment at the rate of 4% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.

The registered member, it's company and the company directors are all jointly and severally liable for SinglePoint Calls charges accrued.

Any monies paid to the Company to use as future credit on your SPC account are non-refundable and can only be used as credit against services provided by the Company to you. For further information please see our Privacy Policy.

Billing is charged on a "per minute" basis for all tariffs with all inbound and outbound calls being rounded up to the nearest whole minute unless otherwise an agreement has been made between you and the Company where a "per second" rate may apply. All "per second rate" tariffs where express confirmation from the Company has been given will be rounded up to the nearest second. All "per call" based tariffs are subject to a fair usage policy which shall be specified in the Contract and individual terms agreed with the client. In the absence of an agreed policy the default fair usage policy shall be based on a per call length of no more than 3 minutes.

Where your calls exceed the agreed tariff noted within the Contract, you will be liable for call charges at the rate noted within the Contract.

## **Changes and Termination**

Cancellation of new accounts may be made without additional charges within the first 7 working days from the date of your registration, subject to you not accessing the portal or using the services. Should you wish to do this, you will need to notify us by email to acounts@singlepointcalls.co.uk.

Termination of your contract may be initiated by either party by providing 30 days' notice in writing to accounts@singlepointcalls.co.uk. Termination is subject to the settlement of any outstanding balances or obligations under the agreement.

Should you wish to downgrade your tariff, you must give the Company 30 day's notice in writing to accounts@singlepointcalls.co.uk.

Should you wish to procure any additional service/s including but not limited to increase in call minutes, white labelling, number to advertise, calendar integration during your current tariff, you will need to email accounts@singlepointcalls.co.uk where your request will be processed within 48 hours. The Company reserves the right to obtain additional information which is reasonably required to assist with your request and time frames for such will be thereupon agreed between all parties. Where additional services have been procured, the Company will apply any additional costs to your next billing period.

www.singlepointcalls.co.uk

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