





**AWLR 5. COMPANY LIABILITY:**

5.1.

The Company agrees to abide to all laws and regulations applicable for services provided by him. The Company shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

5.2.

The Customer acknowledges and warrants that the Service shall be used in the way intended and defined within this agreement. Such compliance shall include without limit, the right for the recipient to be informed and their right to access this information and to modify it or to "opt out" completely of the Customer database along with the manner in which they can request this.

5.3.

The Company must not invite the Customer to call back on a premium rate number.

**AWLR 6. PRICING AND PAYMENT:**

6.1.

ICUK shall provide the Customer with the Service for the fees as defined in writing and or the availability through the control panel or ICUK website. These fees are payable in advance from the start of the Minimum Period of service. Payment will be due on the date specified on the invoice.

6.2.

Subject to our discretion we will invoice you with credit terms of 30 days net, on an Annual basis only. ICUK may charge interest on all outstanding amounts on a daily basis at the rate of 4% per annum above the base lending rate, from the date of the invoice until the date of actual payment or judgement has been enforced.

6.3.

Any installation fee as specified to you in writing, website or through your control panel, is payable in advance by credit card.

6.4.

All fees are subject to change with the Line rental Service. In the event that the ICUK increases its fees, you will receive prior notice as determined within the agreement.

6.5.

In addition to the fee set out on the web site and or determined to the Customer in writing, ICUK shall be entitled to charge the Customer for the reasons given.

6.5.1. Internal Relocation - If a Customer wants to relocate the main phone socket from one room/floor to another within the same building.

6.5.2. Abortive Visit Charge - Abortive visits include attendance to incorrect address provided by the customer, site does not meet requirements specified by BT or End User is not available.

6.5.3. Administration Charges - Where The Customer provide illegible, materially incomplete or incorrect order details.

6.5.4. Reworking Charge - If the Customer consents to a Carrier engineer making good any existing non-Carrier installed wiring to make it fit for installation of the Service.

6.5.5. Order Cancellation - If the Customer requests the cancellation of the ICUK Line Rental Service five (5) or less days prior to the arranged installation date.

6.6.

Method of payment – as described herein, the website and or by email or other means.

**AWLR 7. FAULTS TO LINE RENTAL SERVICE:**

7.1.

If you suffer or suspect a fault with the Line Rental Service then you should contact our Customer Services Team:

7.2.

We will work on any fault that is reported to us according to the repair service we have agreed to provide to you contained herein and within the ICUK website

7.3.

You agree that you will be responsible for all charges that you incur or we incur on your behalf in repairing the fault with the Line Rental Service unless the fault is the result of any act or omission of us or a Third Party Operator or is due to fair wear and tear where applicable.

7.4.

If we decide that an ICUK engineer should be sent to your premises in connection with a fault and that engineer arrives within an agreed appointment time, you will incur an administration fee if you are not available at the agreed time.

7.3.

If an ICUK engineer attends a fault and decides the fault is with the equipment owned by you then you will be charged for any work carried out and the engineer may disconnect the equipment if deemed necessary.

**AWLR 8. CHARGES:**

8.1.

You will be charged rental from the day we supply the Line Rental Service. You will pay the rental in advance. The rental will depend on how we classify your line. The classifications are explained in our Price list contained within the ICUK website ([www.icukhosting.co.uk](http://www.icukhosting.co.uk))

8.2.

We will issue your first invoice on your control panel after it is agreed to provide the Service. We will issue you further invoices monthly, but we reserve the right to change the issue date of said monthly invoices if necessary.

**AWLR 9. REPAIR TO SERVICE:**

9.1.

ICUK will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible.

**AWLR 10. SUSPENSION OF SERVICE:**

We may suspend the service (without being liable to compensate you);

10.1.

If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice);

10.2.

If you contravene any part of this agreement and its relevant addendums & Terms & Conditions.

**AWLR 11. AGREEMENT AND ADDENDUM AMENDMENTS:**

11.1.

ICUK reserve the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the customer by posting in the Legal section of ICUK's Web site. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the Service after a period of Fourteen (14) days from the date of posting on the Web site.

**AWLR 12. DURATION AND TERMINATION:**

12.1.

This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party.

**AWLR 13. SEVERABILITY**

13.1.

If any of the provisions of this Agreement and Addendums is found by any Court to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and Addendums and the remaining provisions of this