



Cedar
Telecom

Service Agreement

Cedar Telecom Limited
Unit 1, The Old Barn
Wicklesham Lodge Farm
Faringdon
Oxfordshire
SN7 7PN

T: 01865 595325

www.cedartelecom.co.uk

Customer Information		Contract Information	
Registered Company Name		Agreement Number	
Faringdon Town Council		00101631	
Registration No.		Account Ref	FT0005
Trading Name		Order Type	Additional
Address	The Pump House 5 Market Place	Initial Term	24 Months
Town	Faringdon	Porting Authorisation	Yes
County		Migration Authorisation	Yes
Postcode	SN7 7HL		

Billing Details – All Invoices are sent by E Mail

Billing Contacts			
Name	Sally Thurston until 31st August 2024	Name	Katherine Doughty from 1st September 2024
Position	Town Clerk	Position	Town Clerk
Contact Phone	01367 240281`	Contact Phone	01367 240281`
Contact Email	townclerk@faringdowntowncouncil.gov.uk	Contact Email	townclerk@faringdowntowncouncil.gov.uk
CC Email		CC Email	
CC Email		CC Email	
CC Email		CC Email	

The Terms and Conditions on pages 3 to 5 are part of this Service Agreement.

The request for Service is made on behalf of the Customer by:		Signed by Cedar Telecom / Business Partner:	
Signature	Sally Thurston	Signature	
Name	Sally Thurston	Name	
Position	Town Clerk	Position	
Date	22/5/24	Date	

One off charges
Nine VoIP phones £891
Additional broadband router £89
Installation of phones and broadband setup and additional switch included at no cost

Additional Recurring charges
Seven VoIP licences £87.50 a month and additional broadband at £42.50 a month

All prices plus Vat

Terms and Conditions

Version v1 14

Definitions

In this agreement the following words and expressions shall have the following meanings:-

“**Activation date**” means the date on which each service that the Customer has ordered is live

“**Actual Termination**” means the date the individual Service actually stopped being provided by **Cedar Telecom**

“**Agreement**” means this agreement entered into between **Cedar Telecom** and the Customer in respect of the Services

“**BT**” means British Telecommunications PLC of 81 Newgate Street, London, EC1A 7AJ registered in England No. 1800000

“**Charges**” means all sums (plus VAT) payable by the Customer to **Cedar Telecom** in respect of the Services including but not limited to the connection charge (in respect of the Customer being connected to the Network) ongoing Line Rental and Call Charges and any other charges for any other services provided by **Cedar Telecom** as identified in the relevant price list.

“**Customer**” means the customer **Cedar Telecom** makes this Agreement with. It includes a person who **Cedar Telecom** reasonably believes is acting with the Customer’s authority or knowledge

“**Data Products**” means broadband inc FTTP, FTTC, ADSL and DIA, leased lines

“**Early Termination Charges**” means the charges (plus VAT) for early termination of the Service

“**Initial Term**” means the Initial minimum contract period

“**Minimum Monthly Call Spend**” means the minimum monthly call spend the customer has committed to spend

“**Services**” means the Services ordered by the customer including one or more of Calls, Line Rental, Broadband, Mobiles, Website hosting and design, IT equipment, VoIP

“**Subsequent Term**” means a subsequent contract period of 12 months

In this Agreement where the context requires, words that are expressed in the singular shall include the plural and vice versa and words expressed in a gender shall include all genders. Words importing persons shall include unincorporated associations and partnerships and any entity with legal standing.

1 Placing your order

1.1 Date of order

On the date you place an order with **Cedar Telecom** you enter into a contract with us for the purchase of the relevant Services under these Terms.

1.2 Credit checks

By placing an order with **Cedar Telecom** you agree that we, or third parties on our behalf, may carry out credit checks on you using the information you provide.

2 Customers Obligations

2.1 You agree that you will:

- (a) ensure that we have the authority to carry out any works to provide you with the Services at any of your sites;
- (b) not use, nor allow others to use, the Services:
for any unlawful, fraudulent, criminal or otherwise illegal activities; in a manner which is offensive, abusive, menacing, indecent, defamatory, obscene or harassing or to cause annoyance or needless anxiety;
to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, menacing, obscene or harassing;
to send, provide, facilitate or knowingly receive responses to any spam or unsolicited advertising or promotional material;
- (c) not resale any Services provided to any third party;
- (d) only use and connect approved equipment and/or networks to the network(s) provided by **Cedar Telecom**;
- (e) comply with all relevant legislation, standards and licence requirements;

2.2 **Cedar Telecom** may have to place equipment on the Premises to provide the Services. **Cedar Telecom** requires a suitable place and safe conditions for this equipment. If **Cedar Telecom** has to supply equipment that needs a continuous mains electricity supply and

connection points, the Customer is responsible for providing this at its own expense.

2.3 Nobody must tamper with **Cedar Telecom’s** equipment or any third party equipment that **Cedar Telecom** arranges to be installed on the Customer Premises. Other than fair wear and tear, if there is any damage to or loss of **Cedar Telecom’s** equipment or third party equipment (unless caused by **Cedar Telecom**), the Customer must pay the charges for any necessary repair or replacement.

2.4 If the Customer currently receives services from an alternative supplier the Customer is responsible for any contractual agreement the Customer has with them and any liabilities the Customer may incur for terminating that agreement.

3 Service Provision

3.1 We may terminate this Agreement before one or all of the Services ordered are activated if any of the following apply:

- (a) you fail a credit check;
- (b) incorrect payment details are provided to us;
- (c) you are not within a geographic area covered by us;
- (d) technical issues prevent the full activation or provision of one or all of the Services

3.2 We will select and at any time may change a carrier or other service provider for the purposes of providing the Services, and you authorize us to give all notices and other authorizations that are necessary for us to provide and continue providing, the Services to you. Whilst we provide the Services to you, you authorize us to act on your behalf in all dealings with any Third Party Operator in connection with any matter that enables us to provide or to continue to provide you with the Services.

4 Monitoring your use of the Services

We may at any time without notice to you examine, monitor or record, how you use the Services and the nature of the data/information that you are transmitting or receiving via the Services where such examination, monitoring or recording is necessary:

- (a) to safeguard the integrity, operation and functionality of our or a third parties networks;
- (b) to co-operate or comply with any investigation or inquiry by a competent authority, or any police, judicial, regulatory or governmental order, notice, directive or request;
- (c) to substantiate or disprove any reasonable suspicion we may have in respect of your alleged or potential breach of these Terms.

5 Duration of this Agreement

5.1 This Agreement will come into force on the date on which the Customer orders the Services. The Services are supplied by **Cedar Telecom** subject to an Initial Term shown. The Initial Term will commence on the activation date.

5.2 If your order comprises Services with different activation dates, then each line or Service shall be the subject of a separate Initial Term from the relevant date of activation.

5.3 Upon expiry of the Initial Term the Services will continue until cancelled.

5.4 This Agreement, subject to Clause 9, shall continue in force for the Initial Term and thereafter for Subsequent Terms unless or until terminated by either party giving not less than one (1) months’ prior written notice for any telephone service or broadband service and not less than three (3) months’ prior written notice for any DIA leased line product. Such notice not to take effect before the end of the Initial Term.

5.5 In the event that the Customer terminates this Agreement prior to expiry of the Initial Term or any Subsequent Term, other than in respect of termination by the Customer pursuant to clause 9.8, the Customer shall pay the Early Termination Charges, calculated in accordance with clause 5.6.

5.6 The Early Termination Charges shall be, for each Service that a Customer cancels the sum of:-

- (a) (i) where the agreement is terminated within the Initial term, the Customer will pay the full rental for the remainder of the Initial Term plus any applicable notice period that would end after the Initial Term; and
- (ii) where the Contract is terminated after the Initial Term, the Customer will pay the Rental charges that would otherwise have been payable for the remainder of the duration of the Subsequent Term plus any applicable notice period that would end after the term at the rental applicable on the date of termination; and
- (b) any actual Call Charges and One off Charges accrued up to and including the date of actual termination; and
- (c) the Minimum Monthly Call Spend for the remainder of the Initial or Subsequent Term calculated in accordance with Clause 7.3

5.7 In the event that the Customer terminates this Agreement prior to the end of the Initial Term or Subsequent Term and a free or discounted install has been provided during the Initial or Subsequent term of this Agreement the Customer will be liable to pay the difference between the price they have paid, if any, for the install and the Standard **Cedar Telecom** price in addition to any applicable Early Termination Charges from Clause 5.6.

6 Liability

- 6.1 **Cedar Telecom** shall not be liable to the Customer whether in contract, tort or otherwise for any direct, indirect, special or consequential loss arising under this Agreement, including but not limited to loss of profit, contracts, business or revenue, loss of anticipated savings, wasted management time or any other loss, damage, cost or expense arising out of any breach of this Agreement
- 6.2 Without prejudice to clause 6.3 below, nothing in this Agreement shall limit or restrict or be deemed or construed so as to limit or restrict the liability of **Cedar Telecom** for death or personal injury to any person caused by its negligence.
- 6.3 The Customer shall indemnify **Cedar Telecom** (and keep indemnified notwithstanding the termination of this Agreement) and otherwise hold **Cedar Telecom** harmless against all claims and proceedings brought by any third party arising from or incidental to the Customers use or misuse of the Services or breach of these terms.
- 6.4 If the Services fail to operate or the Customer diverts traffic to another carrier, **Cedar Telecom** will not be responsible for that carrier's charge or for any perceived loss of anticipated savings.

7 Charges

- 7.1 The charges for the services will be such charges as agreed by the Customer and **Cedar Telecom** on signing this agreement and as notified to the Customer from time to time either via the **Cedar Telecom** website, by notification on the monthly invoice or by post.
- 7.2 Charges are payable by Direct Debit, unless agreed otherwise with **Cedar Telecom**. If a Customer cancels an active Direct Debit without **Cedar Telecom's** consent, an administrative charge of **£10** will apply.
- 7.3 If **Cedar Telecom** is required to instruct their solicitors or other professional advisers to collect any outstanding sums on the Customer's account, the Customer will be responsible for, and **Cedar Telecom** will look to the Customer to discharge, those costs that are incurred by **Cedar Telecom** in taking such action.
- 7.4 In the event that **Cedar Telecom** is advised that the Customer is in Administration, **Cedar Telecom** is entitled to change the applicable tariffs for the Customers Services to the Standard **Cedar Telecom** tariffs and no discounts will apply. For details of this tariff please contact **Cedar Telecom**.
- 7.5 If **Cedar Telecom** provide a free or discounted install the discount will only apply to one circuit and will only apply to the standard installation. If any other charges above the standard installation are applicable to the installation including but not limited to setup, excess construction, out of hours, time related charges these will be payable by the Customer. Further if the install is cancelled prior to installation the free or discount will be rescinded and there will be charges exactly as per clause 7.6
- 7.6 In the event that a new ISDN or DIA circuit is ordered and is subsequently cancelled by the Customer prior to its successful installation the Customer will be liable to pay a percentage of the cost of install depending on the length of time that has elapsed from the order being placed with **Cedar Telecom** regardless of the install cost quoted. If the order is cancelled after 2 working days but before 10 working days then

the Customer will be liable to pay 50% of the actual install cost minimum **£500**. If the order is cancelled after 9 working days then the Customer will be liable to pay 100% of the install cost.

7.7 **Cedar Telecom** will annually review prices and increase the price charged by the CPI figure plus 2.5%

8 Payment

- 8.1 Payment of all invoices is due within 14 calendar days of the date of that invoice unless otherwise agreed in writing by **Cedar Telecom**.
- 8.2 If the Customer does not pay an invoice within 14 calendar days of the date of that invoice, **Cedar Telecom** will send the Customer a reminder. If **Cedar Telecom** does not receive payment of that invoice within 7 calendar days of the date of that reminder, **Cedar Telecom** may charge the Customer daily interest on the overdue amount(s) at a rate equal to 8% above the base lending rate of Lloyds Bank Plc for the period beginning on the date on which payment is due and ending on the date on which payment is received.
- 8.3 If your previous invoice has not been paid at the time of producing your next invoice, an additional late payment fee of **£20** will be charged to Customers to cover our administration costs.
- 8.4 If a Customer's payment is rejected the Customer will be charged **£20** for a rejected Direct Debit payment and **£30** for a rejected cheque payment.
- 8.5 We reserve the right to set a credit limit on your account. If the credit limit is exceeded **Cedar Telecom** reserves the right to issue the Customer with an interim invoice which will be payable within seven (7) days. **Cedar Telecom** may ask the Customer to pay a deposit at any time, as security for payment of future invoices.

9 Suspension and Termination

- 9.1 **Cedar Telecom** reserves the right to suspend the Services or terminate this Agreement immediately at any time without giving the Customer prior notice, and without prejudice to **Cedar Telecom's** other rights and remedies, if:
 - (a) the Customer breaches this Agreement or any other agreement it has with **Cedar Telecom** and fails to remedy the breach within 14 days of **Cedar Telecom** notifying the Customer of such breach and requesting that such breach is remedied;
 - (b) **Cedar Telecom** believes that any or all of the Services are being used in breach of clauses 2.1(b) whether the Customer is aware of such misuse or not;
 - (c) the Customer, being an individual, partnership or firm has entered into any arrangement with its creditors, has a petition presented by it or by any other person for its bankruptcy or has a bankruptcy order made against it; or, being a company, is subject to any winding up or administration proceedings, or in any event ceases, or threatens to cease to trade;
 - (d) any direct debit details submitted by the Customer for payment are found not to be or cease to be valid;
 - (e) **Cedar Telecom's** Authorisation (or the authorisation of any relevant third party telecommunications supplier or regulator) expires or is revoked or modified in any respect which materially or adversely affects **Cedar Telecom's** ability to provide the Services to you;
 - (f) **Cedar Telecom** have to do so to comply with any order, instruction or request of any authorised government body or authority or any emergency service;
 - (g) if the Customer does not pay an interim invoice that has been issued within seven (7) days
- 9.2 If the Customer does not pay an invoice in accordance with clause 8, **Cedar Telecom** reserve the right to suspend all Services and will lift the suspension only following full payment being made by the Customer to **Cedar Telecom**.
- 9.3 If **Cedar Telecom** suspends any or all of the Services pursuant to this Clause 9 (other than pursuant to clauses 9.1 (e) or 9.1 (f)), **Cedar Telecom** will not be obliged to recommence the Services until the Customer does what it is obliged to do under and in accordance with the terms of this Agreement or satisfies **Cedar Telecom** that the Services will not be used in a way that is in breach of this Agreement.
- 9.4 The Customer is still liable to pay the Charges applicable to any period of suspension of the Services (other than in respect of a suspension pursuant to clauses 9.1 (e) or 9.1 (f)).
- 9.5 If the Customer's account remains unpaid for a period of 30 days after the original due date for payment a security deposit of three times the

average monthly invoice in addition to payment of the outstanding invoices will be required before we reinstate the Services.

- 9.6 In the event the Services are recommenced after suspension, **Cedar Telecom** will charge a reconnection fee of **£25** plus VAT per affected line.
- 9.7 In the event that **Cedar Telecom** terminates this Agreement at any time, other than in respect of termination by **Cedar Telecom** pursuant to clauses 9.1 (e) or 9.1 (f), the Customer shall pay the applicable Early Termination Charges.
- 9.8 The customer may terminate this Agreement by written notice to **Cedar Telecom** if **Cedar Telecom** is in material breach of its terms and fails to remedy such breach within 30 days of receiving written notice from the Customer requiring such breach to be remedied.

10 Notices

- 10.1 Any notice or other communication given or made under the provisions of this Agreement sent by post may be served by sending it by pre-paid registered or recorded delivery post to the Registered address of **Cedar Telecom** or to the Customer at the address the Customer has asked **Cedar Telecom** to send invoices to.
- 10.2 Any such notice or communication sent by pre-paid, registered or recorded delivery post shall be deemed to have been served upon two (2) Business Days after posting. Any notice sent by facsimile transmission shall be deemed to have been delivered on the same day of its despatch to the correct facsimile number.

11 Waiver

Failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under this Agreement nor operate so as to bar the exercise or enforcement of such right or of any other right on any later occasion.

12 Entire Agreement

- 12.1 This Agreement represents the entire understanding between the parties in relation to the subject matter of this agreement and supersedes all other agreements, proposals, understandings and representations made by either party, whether oral or written save that neither party excludes, or seeks to exclude, liability for fraud to the other by reference to clause 12.
- 12.2 Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 12.3 This Agreement shall prevail over any inconsistent terms or conditions referred to in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.
- 12.4 **Cedar Telecom** reserves the right to change these terms and conditions at its sole discretion by giving the Customer not less than 14 days notice (usually on the front page of the monthly bill and/or on its website at www.cedar-telecom.co.uk), and the continued use of the Services thereafter will be deemed acceptance of such changes

13 Force Majeure

Cedar Telecom shall not be liable for any loss or damage or delay in the performance of its obligations under this Agreement due to any cause beyond its reasonable control including without limitation any Act of God, failure or shortage of power supplies, flood, lightning, fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunication operators or other competent authority, the production or supply of services by third parties.

14 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of the third party which exists or is available apart from that Act.

15 Assignment

Cedar Telecom shall have the right to assign or otherwise delegate all or any of its rights and obligations under this Agreement to any Associated Company or to any other person without notification.

The Customer shall not assign, delegate or otherwise deal with all or any of its rights and obligations under this Agreement without **Cedar Telecom's** prior written consent.

16 Severability

If any provision of this Agreement is or becomes invalid or unenforceable it will be severed from the rest of this Agreement so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Agreement shall be rendered invalid, unenforceable or be otherwise affected. Notwithstanding the foregoing, the parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English courts in respect of any dispute arising out of or in connection with this agreement.

