

**Phoneline+ - Digital Terms of Service ("Agreement")**

Please carefully read the Terms of Service below.

**Essential Service Information****Introduction**

This Agreement sets out the terms on which Simple Telecommunications Ltd agrees to provide its 'Phoneline+' Single VoIP Phone Line service including those services, features or functionality provided by means of mobile applications ("Service") to you. If you have any questions about this Agreement, please call our 'Customer' care team on 0330 122 0000 (or such other telephone number as may be posted on our web site from time to time). This Agreement commences on the date that Simple Telecommunications Ltd first accepts your order.

**1 DEFINITIONS**

- a. 'You', 'you' 'Person', "Customer" means the 'Customer' named in the online application for the Services, and 'your' shall be construed accordingly.
- b. 'we' 'us' or Simple Telecoms, means Simple Telecommunications Ltd trading as Simple Telecoms.
- c. "Agreement", "T&Cs" means The 'Customer' Agreement in full, inclusive of all addendums, attachments and relevant Terms and conditions, and applicable application form and AUP
- d. "Minimum Period" means (a) thirty (30) days unless otherwise stated within this addendum. (b) Simple Telecommunications Ltd Standard Services - one (1) calendar month from the commencement date.
- e. The Act: The Telecommunications Act of 1984 and any statutory amendment or modification thereof
- f. 'Property' means any address at which the Services are supplied to you.
- g. 'Equipment' means any equipment provided by us to enable you to use the Services.
- h. 'Service(s)' means any service provided by Simple Telecommunications Ltd or Gamma Telecom Ltd.
- i. 'Commencement Date' shall mean the date the Service is made available to you.
- j. 'VoIP' shall include any VoIP Phone service we provide using your broadband connection in your property.
- k. 'Working Day' means any day other than (a) a Saturday or Sunday and (b) any day on which banks located in England are closed for the conduct of regular banking business.
- l. 'Bill' means the monthly invoice you will receive for the Services we supply to you under the Simple Telecoms brand.
- m. 'Designated User' means any person(s) that you authorise as users of your digital telephone service.
- n. 'Phoneline+' digital Phone service means the basic two-way communication service via whichever carriers or networks we may elect to use from time to time and any ancillary telephony services made available to you by us from time to time.
- o. 'Broadband service(s)' / 'Fibre Broadband "Services(s)"' means the use of online information, communication and other services provided by us or a third party, (but excluding any Simple Telecoms hosted email accounts), and access to information and services provided by third parties, on the internet, where we are providing a fixed line Broadband connection.

- p. 'Voice network(s)' means the underlined provider Gamma for termination of the inbound or the outbound call for the purpose of the Service.
- q. 'Accompanying Material' means any documentation provided by us that is associated with the 'Phoneline+' digital telephone service.
- r. Simple Telecoms is a trading name of Simple Telecommunications Ltd, whose registered office is at Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL. Registered in England 08283225. VAT GB 163249312
- s. 'Protection solution' means a battery backup unit or device. Also known as a UPS.
- t. 'Underline provider' means Gamma Telecom LTD.

## 2. ESSENTIAL SERVICE INFORMATION

- a. By signing up to the Service you understand and agree that the Service may not offer all the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power disruptions and failures of your internet service provider (ISP), broadband connection or mobile network where you are using a mobile application.
- b. We can record any conversations between you and our staff when contacting our "Customer" services.

## 3 CUSTOMER REPRESENTATIONS

The 'Customer' hereby represents and warrants to Simple Telecommunications Ltd that:

- a. If an individual, you are at least 18 years of age.
- b. You have full authority or power and authority to execute and deliver these T&Cs to perform the obligations herein.
- c. These T&Cs constitute your legal, valid, and binding obligations.
- d. All information that you have provided, and may from time to time provide, to Simple Telecommunications Ltd is and, unless you deliver written notice to Simple Telecommunications Ltd to the contrary, shall continue to be, true and complete. Any falsifying of information will be your sole responsibility under law.
- e. You agree that you will not use the services for any unlawful purposes such as making any offensive, indecent or hoax telephone calls or allowing other persons to do so or using the services fraudulently or in connection with a criminal offense. You will not falsify or use the services to transmit or intercept any voice or data service that in any way detriment or harm to any communication system. You will comply with all reasonable instructions provided by us in relation to the services and will fully indemnify us against any expenses, liabilities, losses, costs (including legal costs), action, claims, damages, or liabilities howsoever incurred by us as a result of your breach of this agreement.

**4. THE SERVICE**

a. You must pay us all charges relating to your use of the Service(s) from the Commencement Date in accordance with our published tariff/call plans.

b. We will use reasonable efforts to make the “Services(s)” available but owing to the nature of communication networks we are unable to guarantee to provide a fault free service; the quality of the “Services(s)” depends on broadband communication network to which you are connected and on other communication networks to which the person you may be calling is connected. The “Services(s)” might be adversely affected by too many people trying to use the network at the same time, both internal and external factors. If a fault occurs you should report the fault by telephone, email or in writing to your providers broadband technical support team.

c. The “underline provider” may use whichever Voice network(s) it considers appropriate to supply these Services to you and may change the Voice network(s) they are using at any time and without notice provided this does not affect the price(s) which we are charging you. The “underline provider” suspends the “Services(s)”, including for scheduled periods of downtime, where necessary for operational reasons such as repair, maintenance, or improvement of the “Services(s)” or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of scheduled downtime of the “Services(s)” by sending an email to the email address you have provided to us to contact you or by any other reasonable means. The “underline provider” will restore the “Services(s)” after suspension as soon as we reasonably can.

d. Any phone or other equipment used by you to access the “Services(s)” must be lawfully approved for connection. You must not use the “Services(s)” for any improper or unlawful purpose. You must comply with any instructions we give you about the “Services(s)”.

e. We cannot be responsible for any fraudulent or unauthorised calls made on your “Services(s)” or for the proper safeguarding or security of your “Services(s)”.

f. We may set a credit limit on the value of the call or other charges you can incur using the “Services(s)” at any time. As our billing system is not updated instantly when you make a call, you may exceed any such credit limit, but if this happens, you will still be liable for all relevant charges.

g. If at any time we have reason to believe any amount due from you may not be paid, or if your call usage in any month is materially greater than any Bill previously paid to us by you, we may ask for a reasonable deposit to be used as security.

h. We may limit your ability to make certain types of call at our sole discretion (for example international calls), and only remove this limit upon request, and a deposit may be requested. Access to high call cost international destinations can be removed on receipt of deposit. All calls to premium rate numbers are barred and cannot be removed. If you require access to these types of numbers, you will need to move to a different telephone provider.

i. In some cases the “underline provider” may utilise the public Internet and third-party networks outside of its control in conjunction with the provision and maintenance of the Services and its websites. In such cases the “underline provider” makes no representation that the Internet or any such third-party network will adequately secure or protect your privacy or any end user's personal information, and

expressly denies any associated liability. Actions or inactions caused by these third-party networks can result in situations in which the “underline provider” connections may be impaired or disrupted. Although the “underline provider” will use commercially reasonable efforts to remedy or avoid such events, the “underline provider” expressly disclaims warranties and any liability with respect to these third-party networks or any disruptions that may occur thereon.

j. You accept that when you order the Service from us, we may carry out credit reference enquiries about you and that we may also carry out identity and fraud prevention enquiries. All information disclosed to us following such enquiries will be protected and kept secure in accordance with our Privacy Policy.

## 5. SCOPE

a. The placing of any order for goods or services from Simple Telecommunications Ltd confirms the agreement of the ‘Customer’ to be bound by these terms and conditions.

b. For the purpose of ensuring consistency in the terms on which the goods and services are provided by Simple Telecommunications Ltd and the “underline provider” to its ‘Customer’s, we may vary our terms and conditions by posting the changes on our websites. You agree that if you decide to purchase goods or use the services after the amendments have been published you are bound by these amendments. Notice will be provided before the amendments take effect via the websites.

## 6. RISKS

a. The ‘Customer’ acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The ‘Customer’ agrees to accept full responsibility arising from such risks and the consequences of their usage of ‘Phoneline+’ and related Services herein.

## 7. COMPANY LIABILITY

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

b. 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.

c. The Company will not invite the ‘Customer’ to call back on a premium rate number.

## 8. LIMITATION OF LIABILITY

a. Under no circumstances shall Simple Telecommunications Ltd be liable to the ‘Customer’ for any damages, costs or expenses including without limitation any damages for lost profits, production, operational time, business, loss of goodwill, interruption of business, contracts, anticipated savings, loss of or corruption of data, or for any exemplary, punitive, special, indirect, incidental, consequential or special damages, regardless of whether such claim arises under any theory of tort, advice, contract, strict liability or otherwise and regardless of whether Simple Telecommunications Ltd is advised of the possibility of such damages.

b. We make no warranties, conditions, guarantees or representations as to quality or fitness for a particular purpose of the Services or other warranties, conditions, guarantees or representations whether express or implied, oral or in writing, except as expressly stated in the welcome and summary letters sent out at the time, we provide the service. We exclude all liability for the accuracy (or inaccuracy) of any material or other information provided by us or made available by any third party, for any third-party goods or Services purchased or obtained or any transactions entered into using the Internet Service, or the transmission or reception of (or failure to transfer or receive) any information or software.

c. Subject to the limitations in any signed agreements with you our total liability to you shall be limited to the unused credit in your account with us at any time. You agree that the limitation of liability is appropriate given the charges for the services.

d. We do not exclude or restrict our liability for death or personal injury caused by our negligence or that of our agents, or for any liability arising under Part 1 of the Consumer Protection Act 1987 and nothing in this “Agreement” limits or restricts this liability

## 9. INDEMNIFICATION

a. The ‘Customer’ hereby agrees to defend, indemnify, and hold Simple Telecommunications Ltd harmless from and against any suit or proceedings brought against Simple Telecommunications Ltd that arises from any illegal activity, breach of obligations, representations or covenants contained within these T&Cs performed by The ‘Customer’ or any associated person

## 10. TRADEMARKS

a. Nothing in this “Agreement” shall be construed to grant the ‘Customer’ any license or any other proprietary or contractual right or interest in (including copyright and other proprietary and intellectual property rights) within the websites, software, infrastructure and advertising literature, including all legally protected elements and derivative works.

b. Unless otherwise specified in writing by Simple Telecommunications Ltd, we are the owner or licensee of all intellectual property rights within the Simple Telecommunications Ltd website, control panels and any marketing whatever the form; along with all content held by subsidiaries of, and companies associated with, Simple Telecommunications Ltd. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

c. Unless otherwise specified, the authors of the literary and artistic works in the materials contained in the web sites/panels and other media determined in clause (b) have asserted their moral right pursuant to the Copyright Designs and Patents Act 1988 to be identified as the author of those works.

## 11. WAVER

a. If at any time we do not require the ‘Customer’ to comply with any provision of these “Agreement”, this will not prevent us from doing so in relation to that or any other provision of this T&Cs in the future.

**12. OPERATIONAL CONTINGENCIES**

a. From time to time, Simple Telecommunications Ltd and or, the “underline provider” may need to temporarily suspend any Service for operational reasons (e.g., for repairs, planned maintenance or upgrades). We will give you as much notice as possible but are not obligated to do so. We will make every attempt to restore the service as soon as possible after any suspension or outage. The “underline provider” reserves the right to alter code or access numbers, or technical specifications associated with the Service deemed necessary for operational reasons. The technical specifications will only be changed where this will not materially affect the performance of the Service.

**13. CODE OF PRACTISE**

a. Simple Telecommunications Ltd will do its utmost to support and assist the ‘Customer’, in every way possible to the best of our endeavours, to continue with our redevelopment program and to conform to our code of practice found on our website at

<https://www.simpletelecoms.co.uk/PBCPPlayer.asp?ID=1435459>

**14. NO ASSIGNMENT**

a. You may not assign to any other party (by operation of law or otherwise) either this “Agreement” or any of the rights, interests, or obligations hereunder without the written consent of Simple Telecommunications Ltd.

**15. ADDENDUMS**

a. Any addendums attached to this “Agreement” in relation to updates, amendments and/or extra Services provided by Simple Telecommunications Ltd are part of and obligated by the terms within this “Agreement”

**16. THIRD PARTY RIGHTS**

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

**17. GOVERNING LAW**

This “Agreement” shall be governed by and construed under the laws of England only.

**TERMS AND CONDITIONS****18. NOTICES**

a. Any notice to be served by Simple Telecommunications Ltd on the ‘Customer’ shall be deemed to have been duly served if sent by e-mail or first-class post to the ‘Customer’ at his last known address. Any notice served by first class post shall be deemed to have been served three days after posting and any notice served by email shall be deemed served 48 hours after sending. Any notice to be served on Simple Telecommunications Ltd should be served by sending said notice by post to the Company’s registered address. Any notice served shall only be deemed served once the ‘Customer’ has received an acknowledgement from Simple Telecommunications Ltd of receipt. Proof of acknowledgement of receipt of such notice by Simple Telecommunications Ltd will only be deemed valid if produced in writing.

**19. ENFORCEABILITY**

a. If one or more provisions of these T&Cs and or the attached addendums are held to be unenforceable under applicable law, such provision shall be excluded from these T&Cs and the balance of the T&Cs shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its own terms.

**20. FORCE MAJEURE**

a. Neither party shall be liable to the other for any default under these T&Cs where such default was caused by any unforeseen event beyond the reasonable control of the defaulting party. Such events include, by way of example only: the result of any Act of God; war, insurrection, or civil disorder; failure or shortage of power supplies; national or local emergency; acts or omissions of government; industrial disputes of any kind; the acts or omissions of other companies.

**21. FAULTS**

a. While Simple Telecommunications Ltd and the “underline provider” will make every effort to provide you with the best possible service, we cannot guarantee that the Service will never be at fault. We will make every effort to correct all reported faults as soon as we reasonably can, affording any notice period where possible and complying with the clauses contained herein. If you suffer or suspect a fault with the Service, then you should contact our ‘Customer’ Services Team.

b. The “underline provider” 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 Simple Telecommunications Ltd website.

c. 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.

d. If we decide that a BT 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 date and time.

e. If an engineer attends a fault and decides the fault is with the equipment owned by you then you will be charged for the visit and the engineer may disconnect the equipment if deemed necessary

**22. BATTERY BACKUP - Ofcom’s Guidance on General Condition A3.2(b)**

a. In the absence of other measures, calls made over broadband using VoIP-based technology will not function in a power cut, as the broadband equipment (router, ATA or ONT) at the premises requires mains power to work. As a result, calls will only be possible if additional protection measures are put in place by you. To comply with Ofcom’s Guidance on General Condition A3.2(b). Simple Telecommunications offers one protection solution that enables one hour battery back time for the router or ATA to give access to emergency organisations in the event of a power outage at the premises providing a traditional corded phone is connected to the router or ATA.

d. ‘Customer’s that meet the criteria, and we consider and assessed to be at high risk with no other means of making an emergency call we may offer a free protection solution:

- those with disability and/or accessibility requirements that mean they have a greater propensity to contact emergency organisations; and/or
- those who do not have an alternative means of calling emergency organisations, for example, 'Customer's that do not own a mobile or have poor/no mobile coverage at their premises
- those who received bills and contracts in alternative formats such as large print and Braille

If you are not identified as at risk but still request the protection solution, a charge for the solution will be made by Simple Telecommunications in these circumstances.

c. Cordless phones and care alarm systems are very unlikely to work in the event of a power cut as the unit that plugs into the phone socket also needs mains power to work and these do not tend to have a battery. It's your responsibility to choose to invest in a protection solution if required for another communication equipment needed to make a call using other devices.

d. Where Simple Telecommunications provides you with VoIP services on over-the-top (OTT) using a third parties network, and equipment including the router and the FTTP ONT if fitted, is not covered by Guidance on General Condition A3.2(b) or within the Ofcom scope of Guidance on General Condition A3.2(b). It's therefore your responsibility to contact the third-party network provider or choose to invest in a protection solution if required for the third parties' communication equipment to maintain an internet connection in the event of a power cut. You can request the protection solution, a charge for the solution will be made by Simple Telecommunications in these circumstances.

e. You should test the protection solution provided ("Equipment"), at least once a year. You should alert Simple Telecommunications if the protection solution needs replacing or has a fault. We will provide a limited warranty on Equipment covering manufacturing defects only for a period of one (1) year from the date of Service activation. If Equipment supplied by us is faulty because of manufacturing defects you must report the fault by telephoning us promptly on 0330 122 0000 (or such other telephone number as may be posted on our web site from time to time)

f. Should you make non-emergency calls when using the protection solution, those calls will use up its talk time, reducing the power available for an emergency call if subsequently required.

### **23. Emergency Service Listing (999, 112)**

a. It is the end user's sole responsibility to notify us of a change of address/location where the service is being used on a premiant bases. This will be used by the police, fire, and ambulance services to provide 999 services to the caller. It should be the name of the person living at the address most likely to make the call (not always the bill payer). If the address or premise details are wrong, neighbours can help the attending response team to locate the person by name. Please contact 'Customer' service on 0330 122 0000 to update the location and the name of a person living at the address to be included in the new location listing.

For each phone line that you utilize with the Service, you must register with Simple Telecoms the physical location where you will be using the Service. Your initial location will be registered as a part of subscribing to the Service. It is your responsibility to maintain the accuracy of your location address via your online account if there are any changes. If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and



phone number when you dial 999/112. When you dial 999/112 you will need to state your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

b. The Service is fully operational, 999/112 public emergency call services can be accessed from within England, Wales, Scotland, and Northern Ireland. However, you understand and acknowledge that there may be some limitations as set out in the following paragraphs.

c. If you use the Service **outside** England, Wales, Scotland, and Northern Ireland you will not be able to call emergency services in the country where you are located. A line from another communications provider will be required to call emergency services outside England, Wales, Scotland, and Northern Ireland.

d. If there is a Service outage for any reason, such as internet or power outage will prevent access to 999/112 dialling.

e. Emergency operators and authorities may or may not be able to identify your phone number to call you back if the call is unable to be completed, is dropped, or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason. emergency operators and authorities may also not be able to hold your line open in the event you hang up.

f. You agree to inform potential users of the Service of the above limitations, and you understand and accept that you should always have an alternative means of accessing 999/112 emergency services.

g. If Simple Telecoms suspends the VoIP Telephone Service you will still be able to dial 999/112.

#### **24. FAIR USAGE POLICY & ACCEPTABLE USE POLICY**

- a. If you are a 'Customer' with an included calls plan, you have certain usage obligations. These obligations require your use of our Services to be for private, personal, and legitimate consumer purposes. This Fair Usage Policy explains your usage obligations, how to avoid breaching these obligations, and what will happen if your usage breaches these obligations and falls outside this Fair Usage Policy.
- b. 2,500 minutes to UK Local and National numbers 01, 02 and 03 plus minutes consist of calls to UK major mobiles.
- c. Calls to 03 numbers must not exceed 15% of the total included minutes used per month.
- d. Inclusive calls are limited to the call length as stated in your call plan.
- e. If your call includes minutes to UK mobiles, this refers to calls to UK standard mobiles on or using mobile networks O2, Orange, T-Mobile, Vodafone, H3, EE, Three and other providers in mobile charge bands FM1, FM3, FM4, FM5 and FM6 at any time. Other mobile networks are charged at a different rate. Please note this does not include calls to Lyca, Lebara, Virgin mobile or any mobile virtual network operator not based on the UK GSM cellular network.
- f. Inclusive calls to NGN numbers are limited to charge bands NGCS SC001, NGCS SC002, NGCS SC003, NGCS SC004, NGCS SC005, NGCS SC006, NGCS SC007, NGCS SC008, NGCS SC009, NGCS SC010, NGCS SC011, NGCS SC012, NGCS SC046.
- g. Unlimited international minutes are included in the premium 'Phoneline+' package only to the following destinations landlines only: Australia, Canada, Ireland, New Zealand, USA and USA

Alaska. However, Simple Telecoms reserves the right to invoice the 'Customer' for excessive costs of conveyance caused by deliberate aggregation by the 'Customer' of calls to a particular dial string within a destination, the engagement by the 'Customer' in arbitrage, deliberate manipulation of call profiles or other similar acts of a non-commercial nature.

h. You must only use our included call plan Services for private, personal, and legitimate consumer purposes. You must not use our included call plan services for business purposes or using third party breakout services/numbers to make international calls or call conferencing services.

g. What to avoid:

- Making calls in relation to the administration of or to promote or market a business, group, or organisation or
- For any non-private or non-personal purpose. For example, making an excessive number of calls to a 'Customer' base or non-personal or non-private distribution list with the intent of promoting a business or
- Service would constitute use of our Services for business purposes and would fall outside this Fair Usage.

h. Policy.

- Making unusually high volumes of calls, making multiple calls at the same time, or making calls to earn financial revenue or any other reward from these calls, would constitute use of our Services that falls outside this Fair Usage Policy.
- Making nuisance phone calls would fall outside this Fair Usage Policy.
- If during any monthly billing period any users exceed on average 5000 minutes usage, we may terminate your service immediately or, at our sole discretion if we consider it appropriate, we may suspend your service and offer you an alternative call plan applicable to your usage. If having offered, you an alternative you do not agree to move to the new call plan we reserve the right to terminate your service immediately.
- Making unusually high volumes of calls using third party breakout services/numbers to make international calls or call conferencing services.

i. What happens if the 'Customer's usage falls outside this Fair Usage policy?

- For the avoidance of doubt the prohibited activities listed above is a non-exhaustive list.
- Simple Telecoms reserves the right to assess any activity which we consider inconsistent with a reasonable "Customer's" good faith use of the Services provided by us as a breach of this Fair Usage Policy.

If Simple Telecommunications Ltd reasonably suspect you are not complying with this policy, we reserve the right to impose further charges or disconnect the 'Customer's "Services(s)" or to change the tariff at any time, having attempted to contact the 'Customer' first.

## 25. SUSPENSION / TERMINATION OF THE SERVICES

a. At our sole discretion, we can suspend or disconnect the provision of the "Services(s)" immediately, without telling you and without notice if:

b. we believe you are using the "Services(s)" in an unlawful, harmful, threatening, defamatory, libellous, deceptive, abusive, obscene, offensive, harassing or racially or ethnically offensive,

menacing or otherwise criminal in nature or in breach of any copyright, privacy or any other rights or any similar behaviour, or impersonate another person;

c. you fail to pay any charges billed by us to you by the due date (unless we have agreed to waive or accept late payment thereof) or commit any other substantive breach of this Agreement;

d. your credit limit is exceeded;

e. we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the services or equipment is taking place;

f. we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due from you, this includes verbal communication to a Simple Telecoms operator;

g. your phone number is being advertised in or on a public phone box or other public space for solicitation purposes;

h. we no longer hold a valid live direct debit for you;

i. If Simple Telecommunications Ltd receives a notification from the 'Customer''s bank that their payment method has been suspended or cancelled due to death, and we have not been notified by any other contact for that account to the contrary before the notification is received, we reserve the right to cease services and terminate the account with immediate effect.

j. Direct Debit has been cancelled at the bank.

k. Any Direct Debit/s or card payments have been reversed by your bank or card provider.

l. you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the "underline provider"s networks or the "Services(s)";

m. another company which is responsible for supplying your broadband service (e.g., a Cable network) suspends or terminates service on the line being used by us to provide our Services; or

n. there are reasons outside of our control.

o. you make, or offer to make, an arrangement with your creditors.

p. you commit an act of bankruptcy; someone brings a petition, receiving order or administration order against you to make you bankrupt, you are a limited company and a resolution to wind you up is passed or a receiver or administrator is appointed over all or part of your assets. We can also end this Agreement if we consider any of these things or something similar may happen;

q. any regulatory change affecting our ability to offer the Service is introduced, including but not limited to any authorisation or licence under which we provide the Service expiring or being revoked.

r. We may terminate your Service at any time without liability to you if any underlying arrangement with other operators or suppliers is terminated for whatever reason.

s. We may terminate this Agreement and your Service at any time for convenience upon giving you not less than 30 days' prior written notice without liability to you. If we give notice of termination for convenience no disconnection fees will apply.

t. In the above cases this Agreement does not come to an end, and you are still liable for any minimum call charges and all monthly (or other periodic) charges due during any period of suspension. In addition, in certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled; if you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded, and any stored voicemail greetings or messages may be lost.

u. Upon any suspension or termination by us, you are responsible for all charges under your call plan that would have been payable but for suspension or termination, including without limitation unbilled charges, applicable disconnection fees and other charges all of which immediately become due and payable. We may immediately charge these amounts to your direct debit. We may or may not agree to restore your Service. Before we agree to restore your Service, a re-activation fee may be charged.

v. If during any monthly billing period any users exceed on average 5000 minutes usage, we may terminate your service immediately or, at our sole discretion if we consider it appropriate, we may suspend your service and offer you an alternative call plan applicable to your usage. If having offered, you an alternative you do not agree to move to the new call plan we reserve the right to terminate your service immediately.

## **26. NUMBER PORTABILITY**

a. Number portability may be unavailable with the Service. If you wish to port your telephone number to Simple Telecoms or your telephone number from Simple Telecoms to another provider, you may not be able to keep your telephone number. For more information on transferring your telephone number away from Simple Telecoms see contact our 'Customer' team on 0330 122 0000

b. If you port out your telephone number to another provider, the Service and this Agreement will not be cancelled automatically, and you will remain responsible for payment of all subscription charges and other charges under this Agreement for their full term. Upon completion of a number port away from Simple Telecoms to another provider you will need to cancel this Agreement and your Service in accordance with clause CANCELLATION "28" below. 'Customer's that have ported their telephone number out of the Simple Telecoms network to another provider will not be eligible for a free of charge port back to the Simple Telecoms network until the term of 24 months has passed from the original port out date. Regardless of any current or future offers being advertise in the press or Simple Telecoms websites.

c. Under Ofcom regulations, Number portability will be unavailable if the service is suspended or disconnected. You will lose your telephone number if you terminate this Agreement and your Service before the number port is completed. For more information on transferring your telephone number away from Simple Telecoms see contact our 'Customer' team on 0330 122 0000.

## **27. EQUIPMENT - Ownership of broadband router hubs and ATA**

a. As of 1<sup>st</sup> of September 2021, we own all Simple Telecom provided router, Hubs and ATA's sent out to 'Customer's. Not applicable for routers, Hubs and ATA's purchased outright, in the case of an 'Phoneline+' ATA. When you replace router, Hubs and ATA's or leave Simple Telecoms, please return

those items to us. If the unit/s are not returned, you will be liable for a charge. You have a total of 30 days to return your items. and which includes the time taken for us to send out shipping labels. If you prefer, you may also post the equipment back using the Royal Mail. Proof of postage will be needed.

b. You must not reconfigure, factory reset, alter, or tamper with the equipment ("Equipment"), supplied to you for the purpose of accessing the Service. If you reconfigure, factory reset, alter, or tamper or have someone else reconfigure, copy, alter or tamper with the equipment or any mobile application in any way that facilitates a compromise of our Service, you are responsible for any charges that result, and damages incurred by Simple Telecoms or the "underline provider" as a result.

c. In the event that the equipment needs to be reconfigured, regardless of why, the "Equipment", must be returned to us (to such address as shall be notified to you by Simple Telecoms) in order to be reset. All cost for postage and reconfiguring the "Equipment", is to be paid by the 'Customer'.

d. We will provide a limited warranty on "Equipment", covering manufacturing defects only for a period of one (1) year from the date of Service activation. If "Equipment", supplied by us is faulty because of manufacturing defects you must report the fault by telephoning us promptly on 0330 122 0000 (or such other telephone number as may be posted on our web site from time to time) and we shall replace the "Equipment" for you provided the faulty "Equipment" is returned to us (to such address as shall be notified to you by Simple Telecoms) within a period of 30 days following the date on which the fault was reported to us. The faulty "Equipment" must be returned to us in its original packaging with the universal product code or bar code intact. All components, manuals and registration cards must be included. You will be charged for the replacement "Equipment" (including our delivery costs). The amount charged for the replacement "Equipment" (excluding our delivery costs) will be credited back to you provided we receive the faulty "Equipment" within 30 days following the date on which the fault was reported to us and provided further that the fault is not caused by abuse, negligence, or loss of configuration while in your care.

e. You agree to notify us immediately by calling the Simple Telecoms 'Customer' support line if "Equipment" used to access the Service is stolen or if you become aware of any unauthorised use of the Service. Failure to do so may result in you being liable for any losses arising as a result of such unauthorised use and suspension or termination of your Service.

f. If you purchase a 'Phoneline+' ATA you understand the ATA is locked to the 'Phoneline+' service provider by the "underline provider". And that the 'Phoneline+' ATA cannot be used on any third-party services or systems.

## **28. CANCELLATION**

a. Simple Telecoms bills in regular recurring monthly cycles commencing from the date on which the service goes live. You can cancel this Agreement in full, or some but not all your lines and other features of the Service, at any time for any reason by giving 30 days' notice. This can be done by telephoning us on 0330 122 0000 (or such other telephone number as may be posted on our web site from time to time) or by email. You can choose to cancel immediately or on a date up to 30 days in advance. If you wish to port your telephone number away from Simple Telecoms to another provider your account must remain active and, in accordance with industry number porting practice, process and procedure, you must not cancel this Agreement and your Service until the number port

is completed. You will lose your number if you terminate this Agreement and your Service before the number port is completed. Where you are porting your telephone number away from Simple Telecoms it is your responsibility to contact us by telephone on 0330 122 0000 or via email to notify us when the port has completed to cancel this Agreement and your Service. Simple Telecoms will send you confirmation of your cancellation by email.

b. you will be responsible for paying all charges under the applicable call plan including without limitation unbilled charges and other charges all of which immediately become due and payable.

c. upon cancellation, termination, or suspension of a service call plan there are no refunds, and you are responsible for all charges under your account that would have been payable.

d. You remain responsible for the cost of all calls not included in your call plan allowance such as, but not limited to, international, mobile, non-geographic and directory enquiry calls.

## **29. Charges and Payment**

a. Billing will commence on the Service activation date. Billing will not be delayed due to your readiness to accept or use the Service. Charges for the Service will be billed in monthly cycles on a regular working day each month as notified to you when Simple Telecoms accepts your order ("Billing Period"). Provision of the Service is conditional upon you paying all fees and charges applicable to the Service in accordance with this Agreement. We may suspend or terminate your Service at any time acting reasonably, if you fail to make any payment when it becomes due. You must pay all sums due in full and you cannot set off, deduct, or withhold any part of any sum you owe in respect of the Service. We publish all call plans, fees and charges (including details of shipping fees, activation fees, number change fees and applicable disconnection fees) at [www.simpletelcoms.co.uk](http://www.simpletelcoms.co.uk) and [www.simpletelecoms.com](http://www.simpletelecoms.com). The methods of payment accepted by Simple Telecoms is Direct Debit only. Where VAT must be paid, we have included it at the current rate. You agree that we shall provide you with an electronic modified VAT invoice showing the total amount due and the amount of VAT payable. All electronic VAT invoices are available by accessing your on-line account.

b. You will be charged rental from the day Simple Telecommunications Ltd supply the service. The service is paid in advance. The first invoice will show a charge for the whole month in which the invoice is issued and for the whole of the following calendar month. (2 whole months.) This advance payment means you'll have covered your 30-day notice period for cancellation, allowing us to terminate your line for you the same day you notify us should it become necessary. It will also include the part month during which the line went live with us. The service charge will depend on how Simple Telecommunications Ltd classifies your service and or call plan. The classifications are listed at the Simple Telecommunications Ltd website [www.simpletelecoms.co.uk](http://www.simpletelecoms.co.uk)

c. If your direct debit details change you must notify us immediately. Failure to do so may lead to suspension or termination of your Service.

d. Your initial order for the Service authorises Simple Telecoms to charge your direct debit. The authorisation will remain valid until 30 days after Simple Telecoms receives your written notice terminating Simple Telecoms authority.

e. We may at any time, impose a credit limit on your account and we may charge your direct debit for the full amount of charges incurred at any time and offset the amount credited against the full amount of charges due at the end of the Billing Period.

f. We may suspend or terminate your Service at any time acting reasonably, if you fail to make any payment when it becomes due. You must pay all sums due in full and you cannot set off, deduct, or withhold any part of any sum you owe us. We reserve the right to charge for administration costs incurred in recovering any sum you owe us, and we reserve the right to employ debt collection agencies, to assign the right to collect your debt or to factor your debt to a third party for collection.

g. All subscription charges will be billed a clear calendar month in advance and all usage-based charges will be billed monthly in arrears, together with and any other charges which Simple Telecoms decides to bill in arrears.

h. We can change the payment terms for any good reason, for instance, if you do not pay your bills on time.

i. You must notify Simple Telecoms in writing within 14 days after the date of your direct debit or bank statement if you dispute any Simple Telecoms charges. Billing disputes must be notified to [accounts@simpletelecoms.com](mailto:accounts@simpletelecoms.com)

### 30. MINIMUM USER MACHINE REQUIREMENTS

a. The service provides user access via a downloadable windows or MAC Client together with a browser-based option. The browser-based version is designed to support all major browsers and operating systems and utilises the web RTC programming interface. Each release is tested against the following browsers:

- Chrome (the current version at the time of version release)
- Edge (the current version at the time of version release)
- Safari (the current version at the time of version release)

b. Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome and Edge) update, best endeavours are in place to ensure compatibility and swift resolution of any problems.

c. Please note that the hosted portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the service, the user should perform a pre-test to ensure the service work with their browser/smartphone/tablet device.

### 31. CHANGES TO YOUR AGREEMENT

a. Any requested alteration or change to our standard Terms and Conditions must be made by you in writing and will not be binding on us unless specifically accepted and evidenced by the signature of a director Simple Telecoms.

b. You may request additional Services to be provided by us online at any time. Any Services provided by us pursuant to such a request will be subject to our standard Terms and Conditions. We reserve the right to make changes to these Terms and Conditions from time to time and/or to introduce new Terms and Conditions from time to time, if there are changes to the law or

amendments to the terms and conditions upon which are able to obtain services from our suppliers or in the event we believe it is necessary for us to do so. We will notify you of any such changes, and if such change(s) are to your significant disadvantage, we will remind you of any termination rights you may have.

c. We will always send important notices to you relating to our Services via the registered email address on your account, or by SMS if you have given us a mobile contact number. You shall be deemed to have accepted any changes to these Terms and Conditions or to any of our charges that have been properly notified to you in accordance with this clause, unless you notify us within 14 days of being so notified that you wish to terminate the “Services(s)”.

d. You may send notices to us by post, by telephone or by email. Notices sent by post by either party shall be deemed to have arrived at their destination 48 hours after posting.

### **32. MISCELLANEOUS**

a. This document, including any other terms and conditions referred to herein, together with the information published on our website, is intended to contain all the terms of the Agreement. Between you and us. If there is any difference between the various documents, we have provided to you, then the latest Terms and Conditions on our website and the prices published on our website shall prevail.

b. The main account holder who is named in the application must be over 18 years of age; this person is the ‘Customer’ and is legally responsible for all aspects of the Agreement, including payment of all liabilities and costs incurred. You warrant that you (the named main account holder) is authorised to charge the cost of using the Services to any debit/credit card(s) whose details are provided to us by you from time to time.

c. The internet is used at the sole risk of the user and as a result we shall not be your requirements.

d. We may at our sole discretion change the carrier(s) being used to route your call traffic at any time and without notice.

e. Any phone numbers issued by us do not belong to you. We may change any of these at any time.

f. There is a special helpline 0330 122 0000 for technical support for the “Services(s)”. Please note that we can only provide technical support relating to our VoIP telephone service and provided Equipment. We cannot assist with any problems you may experience with your broadband service, unless provided by us.

g. By supplying details of an additional account holder to us, either as part of the initial application or at a later date, you have authorised us to disclose any information we hold relating to your Services to the additional named account holder, and for us to accept any instructions they may give us relating to the management of your account, until such time as you notify us in writing that you would like them to be removed as an additional named account holder. We may also take instructions from someone who we have reasonable grounds for believing is acting with your permission or holds Power Of Attorney, and in such circumstances, we will not be liable for any resulting loss, damage or inconvenience.

h. Unless you tell us otherwise, we may disclose your name, address, and mobile phone number to third parties in order for them to operate a directory service.



- i. Unless you have specifically asked us not to do so, we may register your VoIP telephone line with the Telephone Preference Service (TPS) to protect you from unwanted sales calls.
- j. When you use the “Services(s)”, the identity of your telephone number may be sent through the networks so as to be identified to the phone being called. It may be used by us to identify you when calling our ‘Customer’ Service number, or to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.
- k. Where a Service, tariff or price plan is no longer available to new ‘Customer’s, the specific terms associated with it may no longer be included in our current range of marketing materials (including these Terms and Conditions). Unless you have been notified by us of any changes, the Terms and Conditions and tariff(s) which applied at the time you entered into this Agreement (but subject to any subsequent amendments notified to you) shall continue in full force and effect.
- l. If you telephone us, or if we telephone you, your call may be recorded or monitored.
- m. We operate a Code of Practice in accordance with Ofcom requirements covering the provision of fixed line telephony services to domestic ‘Customer’s; details are available at [www.simpletelecoms.co.uk](http://www.simpletelecoms.co.uk) or [www.simpletelecoms.com](http://www.simpletelecoms.com)
- n. Except as expressly provided a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third-Party Act) 1999 to enforce any term of this Agreement.
- o. We may assign or transfer any of our rights under this Agreement, so far as we are permitted by any relevant statutory or regulatory provision, to any other person or company. We may transfer any of our responsibilities to any other licensed supplier. We will inform you as soon as we reasonably can if we transfer any of our rights or responsibilities. We may also subcontract anything we have agreed to do under this Agreement, but we will remain responsible for our subcontractors. You may not assign or transfer your rights or liabilities to anyone else unless we have agreed in writing beforehand.
- p. Failure by either of us to enforce our rights under these Agreements shall not prevent the other from taking further action. If either party waives a breach of these Agreements that waiver is limited to that particular breach. If any part, term, or provision of these Agreements is held to be illegal or unenforceable, the validity or enforceability of any remaining terms will not be affected.
- q. The headings in this Agreement are inserted for reference only and shall not affect the interpretation of these Terms and Conditions. Where applicable throughout the literature we publish, the terms 'we' and 'our' include references to other companies, their networks and equipment which we use in order to make our Services available to you.
- r. These Agreements are governed by the laws of England where your home address is located in England, Wales or Northern Ireland, and by Scottish law where your address is located in Scotland.
- s. If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any Act of Parliament, and which cannot be excluded by agreement. If you have any doubts about your statutory rights, please contact your local Trading Standards department or Citizens Advice Bureau.

**33. COMPLAINTS**

a. Please see our website at [www.simpletelecoms.co.uk](http://www.simpletelecoms.co.uk) or [www.simpletelecoms.com](http://www.simpletelecoms.com) for our full complaint handling procedures, including our 'Customer' Complaints Code.

b. If you are not satisfied with any part of your service, please call our 'Customer' Service Team on 0330 122 0000 or email [provisioning@simpletelecoms.co.uk](mailto:provisioning@simpletelecoms.co.uk), who will assess your complaint and do all we reasonably can to resolve this situation to your satisfaction.

**34. DISPUTE RESOLUTION**

a. Simple Telecommunications Ltd will make every effort to resolve any dispute quickly and satisfactorily. If the dispute outcome is not to the satisfaction of the 'Customer', the 'Customer' has the right to seek arbitration for the dispute to be resolved with the Ombudsman.

If we are unable to resolve your complaint satisfactorily, we will issue a "deadlock" letter so that you may make a complaint through CISAS, an independent alternative dispute resolution scheme. We can provide you with details of this service. Alternatively, if more than three months has passed since you first made your complaint, please contact.

the CISAS International Dispute Resolution Centre directly.

CISAS, 70 Fleet Street, London, EC4Y 1EU

Email: [info@cisas.org.uk](mailto:info@cisas.org.uk)

Tel: 020 7520 3814

Fax: 020 7520 3829

If you are hard of hearing and have a text phone you can call us on 020 7520 3767. More information on CISAS International Dispute Resolution Centre can be found here: [www.cisas.org.uk/CISASRules-12\\_e.html](http://www.cisas.org.uk/CISASRules-12_e.html)

**35. GDPR PRIVACY NOTICE****BACKGROUND:**

Simple Telecommunications Ltd understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all our 'Customer's and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the new GDPR (General Data Protection Regulation).

**Information About us**

Simple Telecommunications Ltd

Registered in England under company number 8283225.

Registered address: Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

Main trading address: Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

VAT number: GB163249312.

ICO Registration ZA346087.

Data Protection Officer: Mr A C Franklin May

Email address: [solutions@simpletelecoms.co.uk](mailto:solutions@simpletelecoms.co.uk).

Telephone number: 0330 122 0000

Postal address: Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

We are regulated by Ofcom, and the ICO.

We are ADR registered with CISAS.

We are VAT section 55a compliant.

We are PCI DSS data compliant – Level 4.

We are Ofcom PRS2017 compliant

### **What Does This Notice Cover?**

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law (GDPR) relating to your personal data.

### **36. What is Personal Data?**

a. Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) as ‘any information relating to an identifiable person who can be directly or indirectly identified by reference to an identifier’.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

### **37. What Are My Rights?**

Under the GDPR, you have the following rights, which we will always work to uphold:

- a. The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.
- b. The right to access the personal data we hold about you. Part 10 will tell you how to do this.
- c. The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.
- d. The right to be forgotten, i.e., the right to ask us to delete or otherwise dispose of any of your personal data that we have. Please contact us using the details in Part 11 to find out more.
- e. The right to restrict (i.e., prevent) the processing of your personal data.
- f. The right to object to us using your personal data for a particular purpose or purposes.

g. The right to data portability. This means that you can ask us for a copy of your personal data held by us to re-use with another service or business in many cases.

h. Rights relating to automated decision-making and profiling. we do not use your personal data in this way Part 6 explains more about how we use your personal data, including automated decision-making and profiling.

i. You have the right to have any inaccurate personal data about you rectified and, considering the purposes of the processing, to have any incomplete personal data about you completed.

j. In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise, or defence of legal claims.

k. In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are you contest the accuracy of the personal data; processing is unlawful, but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise, or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise, or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

l. You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise, or defence of legal claims. m. You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.

### **38. What Personal Data Do You Collect?**

We may collect some or all the following personal data (this may vary according to your relationship with us:

- Name
- Date of birth
- Gender

- Address
- Email address
- Telephone number
- Mobile number
- Business name
- Job title
- Profession
- Payment information
- If you own a mobile phone
- If you have or installed a Personal Care Alarm system, or equivalent
- The type of address
- Health information

### **39. How Do You Use My Personal Data?**

Under the GDPR, we must always have a lawful basis for using personal data. This may be because the data is necessary for our performance of a contract with you, because you have consented to our use of your personal data, or because it is in our legitimate business interests to use it. Your personal data will be used for the following purposes:

- Providing and managing your account
- Supplying our products and Services to you. Your personal details are required for us to enter a contract with you.
- Personalising and tailoring our products and Services for you.
- Communicating with you. This may include responding to emails or calls from you.
- Supplying you with information by email and post that you have opted-in to.

You may unsubscribe or opt-out at any time by sending us an email to [solutions@simpletelecoms.co.uk](mailto:solutions@simpletelecoms.co.uk) with the subject line opt-out. With your permission and/or where permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email, telephone, text message and post with information, news, and offers on our products and services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and

Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out

**40. How Long Will You Keep My Personal Data?**

We will not keep your personal data for any longer than is necessary considering the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

- All forms of data will be retained for a minimum period of 7 years, and for an indefinite period.
- Notwithstanding the other provisions of this Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or to protect your vital interests or the vital interests of another natural person.

**41. How and Where Do You Store or Transfer My Personal Data?**

We will only store your personal data within the European Economic Area (the “EEA”). The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein. This means that your personal data will be fully protected under the GDPR or to equivalent standards by law.

The security of your personal data is essential to us, and to protect your data, we take several important measures,

including the following:

- Our billing system/s are GDPR compliant
- Our Sage invoicing systems are GDPR compliant
- Our Direct Debit Partner GoCardless is GDPR compliant
- All Cloud storage is End To end encrypted and GDPR compliant
- Encryption standard AES-256 and RSA-4096 encryption, using 256-bit keys

**42. Do You Share My Personal Data?**

We may share your personal data with other companies in our group for billing and provision of services. This includes subsidiaries of our holding company and its subsidiaries.

We may sometimes contract with the following third parties to supply products Services to you on our behalf. These may include payment processing, delivery, telephone and broadband Services and marketing. In some cases, those third parties may require access to some or all of your personal data that we hold.

We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise, or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

We may disclose personal or service data to our suppliers or subcontractors identified at point of order insofar as reasonably necessary in order to supply the products or Services purchased.

We may disclose your enquiry data to one or more of those selected third party suppliers of goods and Services identified on our website for the purpose of quoting you an indicative price of a product or service.

If any of your personal data is required by a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law.

Financial transactions relating to our website and Services may be handled by our payment Services providers, SagePay, SageOne and Gocardless, we will share transaction data with our payment Services providers only to the extent necessary for the purposes of processing your payments.

#### **43. How Can I Access My Personal Data?**

If you want to know what personal data, we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 11. To make this as easy as possible for you, a Subject Access Request Form is available for you to use. You do not have to use this form, but it is the easiest way to tell us everything we need to know to respond to your request as quickly as possible.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 28 days and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

#### **44. How Do I Contact You?**

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details for the attention of Mr A C Franklin May:

Email address: [solutions@simpletelecoms.co.uk](mailto:solutions@simpletelecoms.co.uk).

Telephone number: 0330 122 0000.

Postal Address: Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL.

#### **45. Changes to this Privacy Notice**

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available at [www.simpletelecoms.co.uk](http://www.simpletelecoms.co.uk) and [www.simpletelecoms.com](http://www.simpletelecoms.com)