

1.0 DEFINITIONS

In these Conditions the following terms shall have the meaning indicated: “the Agreement” shall mean the contract between Norango Limited and the Customer to which these Conditions apply;

“the Customer” shall mean the person, company or organisation to whom Norango Limited agrees to provide the Services in accordance with these Conditions;

“Norango” means Norango Limited, Company Number: 07428552 whose registered office is at 9 St George’s Yard, Castle Street, Farnham, Surrey GU9 7LW (and where the context requires shall include its successors assignees);

“Retail Prices Index” the Retail Prices Index (all items, excluding mortgages) as published by the Office for National Statistics from time to time or failing such publication such other index as the parties may agree most closely resembles such index;

“Services” means the services to be provided by Norango Limited to the Customer under the Agreement.

“Service Order Form” means the completed form either written or electronic that details the period, price and description of the service(s) or products(s) you have chosen.

“Welcome Pack” means any confirmation by us in writing that the service(s) you have chosen are set up and ready for your use. “Charges” means all Charges for any Services, as stated on the Service Order Form or otherwise available from us. These include the monthly subscription charge (billed in advance unless specified otherwise), any telephony usage Charges (billed after the usage) and any other Charges in respect of the Services provided to you.

“Landing Number” means the geographic landline number used by us under which the Services are supplied and are available in the UK to which your calls are diverted and numbers are mapped.

“NGN” means a Non-Geographic Number which we may supply to you at a cost and remains the property of Norango.com.

“Price Plan” means the package of Services you have chosen as stated on the Service Order Form or in your Welcome Pack and is available by requesting a copy from us directly.

“Implementation Charge” means the collective charge relating but not limited to, the setup of services such as script building, staff training, project management and administrative charges it may also include third party costs incurred by Norango in order to provide the service you have requested.

“Cancellation Period” means the period in which you may terminate the contract without incurring obligations and/or associated charges as set out under statute.

“Minimum Period” means the charges and fees levied by Norango to you for the supply of Services for an initial period of time starting from the Start Date for the relevant Norango Service. These charges apply regardless of whether or not you terminate the Agreement prior to the expiration of that.

“Data” includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form.

“Personal Data” means Data collected or obtained by us relating to you period and they will continue to accrue and be owned by You for the remainder of the period.

“Start Date” means when we have sent you confirmation by email that we have activated the Service, or when you first start to use the Service(s), whichever is the sooner.

- 1.1 Headings in these Conditions shall not affect their interpretation.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.4 A reference to writing or written includes faxes and e-mail.
- 1.5 Any obligation in the Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.6 References to these Conditions are to the conditions of the Agreement.

2.0 SCOPE OF CONDITIONS

- 2.1 These Conditions shall apply to and be incorporated into the Agreement; and
- 2.1.1 These Conditions shall prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.
- 2.2 The Agreement will not start until We have completed several checks including (but not limited to) geographical coverage, credit, telephone line and an activation check. If, following our checks, we are satisfied that we can provide the Service(s), the Agreement will commence on the Start Date.
- 2.3 The commencement of the provision of the Services by Norango (including provision during any evaluation period) constitutes an offer by Norango to supply the Services in accordance with these Conditions, and the Customer agreeing to use the Services constitutes acceptance of these Conditions. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in any purchase order or other document shall not govern the Agreement.
- 2.4 By accepting these terms and conditions, either by executing a purchase order, completing a service order form that references these terms and conditions, or by allowing the integration and/or implementation work to commence, you agree to these terms and conditions. If you are entering this Agreement on behalf of a company or legal entity, you represent that you have authority to bind such entity to these terms and conditions.

3.0 EVALUATION PERIOD

Getting to know you is important to us. We want you and your business to get the most out of our features and services. By giving you a 30 day, no obligation, evaluation you can ensure that Norango is the right choice for your business.

- 3.1 The provision of an Evaluation of Norango's services is subject to several checks. Once these checks have been completed and we are satisfied that we can provide the Evaluation, the Evaluation Agreement will commence on the Start Date.
- 3.2 Services provided during the Evaluation will be limited in terms of call durations and call destinations.
- The 30-day Evaluation Period includes:
- Account set up/ implementation
 - 100 inbound/outbound call minutes
 - 100 patched call minutes to UK destinations
- 3.3 Additional services provided during the 30-day evaluation period will be charged as per charges shown on Norango's Premium Plan, will be subject to Norango's Terms and Conditions and will be payable at the end of the evaluation period.
- 3.4 Any data captured, information gathered or configuration and customisation made to the evaluation system during the evaluation period will be lost/deleted if a Service Subscription is not purchased immediately at the end of the evaluation period. Should you wish to maintain the Service after an Evaluation, payment for the subscription must be made before the last day of the Evaluation. Should you decide to use the Service after the Evaluation period has expired you must re-enter, reconfigure and in the case of us configuring the Service, pay for such work.
- 3.5 For the period of the Evaluation you are using the services and accessing our systems without warranty implied or given.

4.0 NORANGO LIMITED'S DUTIES

- 4.1 Norango Limited's duties to the Customer shall consist of the provision of the Services to include the receiving of incoming and outgoing telephone, e-mail or web-chat conversations intended for the Customer and the dispatch to the Customer of such messages by telephone, post, e-mail or text, or web-chat.
- 4.2 In the event that items and/or materials other than agreed parcels/letters addressed to the Customer are delivered to Norango Limited's address, Norango Limited shall bear no responsibility to the sender, the Customer or any third party and Norango Limited reserve the right to dispose of such items and/or materials as it thinks fit.

5.0 ADVERTISING

The Customer undertakes not to use Norango Limited's address in publicity materials, publications or products without the prior written consent of Norango Limited.

6.0 DURATION

- 6.1 Unless otherwise agreed in writing, the Agreement shall be based on a rolling monthly contract; this means that the minimum contract period is two months from the start date. Unless cancellation is received by email addressed to customerservice@norango.com prior to the monthly anniversary of the start date, the contract will automatically renew for a further month. Should you wish to cancel your rolling contract you may do so giving 30 days' notice from the anniversary of the Start Date. If the contract has automatically renewed the earliest cancellation date will be at the end of the following month. For the purposes of clarification, a rolling monthly contract is deemed to renew every 30 days.
- 6.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement without liability to the other in accordance with this clause 6 or immediately on giving notice to the other if:
- 6.2.1 the other party fails to pay any amount due under the Agreement or for charges or advanced payments on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
 - 6.2.2 the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 6.2.3 the other party repeatedly breaches any of the terms of the Agreement or conducts itself in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or
 - 6.2.4 the other party commences negotiations with its creditors, appoints an administrator or receiver or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply.
 - 6.2.5 the other party does anything (or allows anything to be done) which we think may damage or affect the operation of our business;
 - 6.2.6 We are required to by the emergency services, law or regulation;
 - 6.2.7 The other party cancels the Direct Debit instruction – this will result in account suspension within 24 hours of notification that the instruction has been cancelled.
- 6.3 On suspension or restriction of your service, the Agreement will continue and all charges will remain payable.

- 6.4 On termination of the Agreement for any reason:
- 6.4.1 the Customer shall immediately pay to Norango Limited all of Norango Limited's outstanding unpaid invoices and interest. In respect of Services supplied, but for which no invoice has been submitted, Norango Limited may submit an invoice, which shall be payable immediately on receipt;
 - 6.4.2 the Customer shall, within a reasonable time, return all of Norango Limited's equipment. If the Customer fails to do so, Norango Limited may enter the Customer's premises and take possession of it. Until such equipment has been returned or repossessed, the Customer shall be responsible for its safe keeping; and
 - 6.4.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

CHARGES PAYMENT AND INTEREST

- 6.5 All invoices submitted by Norango Limited shall be treated as agreed unless the Customer notifies Norango Limited of any discrepancies within 7 days of the date of the invoice.
- 6.6 Unless otherwise agreed in writing by Norango Limited, all sums due to Norango Limited under the Agreement shall be payable by the Customer by direct debit within 7 days of receipt of Norango Limited's invoice. Should an agreement be made for alternative payment methods, an administration fee of 5% of the total net value of the call plan will be payable. This amount is subject to VAT at the prevailing rate.
- 6.7 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Norango Limited on the due date, Norango Limited may:
- 6.7.1 restrict the provision of services until payment has been made in full.
 - 6.7.2 charge interest on such sum from the due date for payment at the annual rate of 10% above the base lending rate from time to time of HSBC Bank, accruing on a daily basis and compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. Norango Limited may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; Furthermore, Norango may charge reasonable administration costs (such as debt collection agency fees) as compensation for breaking the terms of the Agreement. This compensation will not be subject to VAT.
- 6.8 Norango reserve the right to suspend or permanently disconnect all services, should payment not be received within 28 days of invoice due date. Should suspension or disconnection take place and the service is reinstated, a reconnection fee of £75.00 plus VAT will be payable. Reconnection will also be subject to the provision of a Direct Debit mandate.
- 6.9 Norango Limited may, at its discretion, assign to the Customer a credit limit and, on request, shall notify the Customer of such limit in writing. In the event that the aggregate value outstanding from the Customer exceeds this limit, Norango Limited reserve the right to terminate provision of the Services forthwith in accordance with clause 6.2.
- 6.10 The parties agree that Norango Limited may review and increase the charges for the Services. Norango Limited will give the Customer one month's written notice of any such increase.
- 6.11 Without prejudice to clause 6.5 Norango Limited shall increase the charges for the Services on an annual basis in line with the percentage increase in the Retail Prices Index in the preceding twelve-month period.
- 6.12 All charges under the Agreement shall be subject to VAT at the prevailing rate.

7.0 INFORMATION

The Customer undertakes to provide Norango Limited with all information and co-operation that Norango Limited reasonably requires to enable Norango Limited to perform the Services, and to observe its obligation under the Agreement.

8.0 DIVERSION FACILITY

- 8.1 It is the Customer's responsibility to ensure that the divert facility is properly set up by their network provider to ensure that the respective call traffic is directed to the appropriate Norango Limited telephone number (Landing Number).
- 8.2 It is the Customer's responsibility to ensure that all medium or means required to receive communications is fully operational.

9.0 EQUIPMENT AND SOFTWARE

- 9.1 All software and hardware in whatever form provided by Norango Limited for the purpose of providing the Services remains the property of Norango Limited. Norango Limited grants the Customer a non-exclusive, non-transferable licence to any such software for the purpose of using the Service and for no other purpose. The Customer shall not reproduce the software, shall keep it in confidence and shall not modify it.
- 9.2 The Customer acknowledges that, where Norango Limited does not own the software or hardware supplied, the Customer's use of rights is conditional on Norango Limited obtaining a written licence or sub-licence from the relevant licensor on such terms as will entitle Norango Limited to licence such rights to the Customer.
- 9.3 The Agreement is for the Telephony based and other services that you use. This Agreement does not cover the use or maintenance of any telephone equipment that is already used by you. If your telephone equipment stops working, is lost or stolen, you must keep to this Agreement and pay the monthly service subscription charges until this Agreement has ended.
- 9.4 The Agreement does not cover software purchased or obtained by you from any third party; neither does it allow for any technical support of any such software. Should problems with such software prevent you accessing any or all the services that you have chosen, you must keep to this Agreement and pay the monthly service subscription charges until this Agreement is ended.

10.0 DATA AND CALL MONITORING

- 10.1 Subject to clause 10.6 information about individual clients and their employees is kept strictly confidential.
- 10.2 All information disclosed by and/or relating to (i) the customer and its directors, employees, contractors and consultants, and (ii) any person or organisation from whom Norango Limited receives a telephone call, facsimile or email for or on behalf of the customer (a "caller"), will be treated as strictly confidential and not disclosed to any person, except to such of the customer's directors, employees, contractors and consultants as the customer may notify to Norango Limited from time to time:
- 10.3 "Information" includes (without limitation) (i) the name, company, firm or organisation, telephone number and other personal and contact details of the caller, (ii) the nature and content of the call, facsimile or e-mail (including any attachments to the facsimile or e-mail, and any messages or voicemails left by the caller), and (iii) the existence of the call, facsimile or e-mail; whether disclosed, recorded or stored verbally, in writing, electronically, or by any other means;
- 10.4 Norango Limited will process all "personal data" (as defined in the Data Protection Act 1998) relating to the customer, the customer's directors, employees, contractors and consultants, and callers strictly in accordance with the Data Protection Act 1998. For the purposes of this agreement, "process" will include (without limitation) the collection, recording, storage and disposal of personal data; and
- 10.5 In the event that Norango Limited breaches any or all of the abovementioned provisions, the customer reserves the right to terminate the agreement forthwith without notice to Norango Limited.
- 10.6 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Norango Limited in connection with the Services.
- 10.7 Calls may be monitored or recorded but only for training and quality purposes.

11.0 ASSIGNMENT

Norango Limited shall have the right to assign, sub-contract or otherwise delegate all or any of its rights and obligations under the Agreement.

12.0 DAMAGES

12.1 This Condition 12 sets out the entire financial liability of Norango Limited (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

12.1.1 any breach of the Agreement including any deliberate personal repudiatory breach OR any deliberate breach of this Agreement by Norango Limited, or its employees, agents or subcontractor;

12.1.2 any use made by the Customer of the Services, or the equipment that has been supplied to the Customer under the terms of this Agreement or any part of them; and

12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

12.3 Nothing in these Conditions limits or excludes the liability of Norango Limited:

12.3.1 for death or personal injury resulting from negligence; or

12.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Norango Limited; or

12.4 Subject to condition 12.2 and condition 12.3:

12.4.1 We aim to provide a high-quality service to our customers and as such, all goods and Services are supplied using the utmost care and attention; However, the nature and complexity of the goods and/or Services we provide means that we are unable to guarantee that the Service will be uninterrupted, fault free or totally secure.

12.4.2 Although all care will be taken to ensure that calls are handled professionally and communicated to you accurately. Norango Limited will in no circumstances whatsoever be liable for any loss of business, profit, contracts or other benefits that may arise from the service or any losses that may be incurred as a consequence of negligence or loss of service.

12.4.3 Under no circumstances will Norango Ltd be held responsible for any lost orders/payments processed via customer's own websites, or when taking order or payments using methods provided by you.

12.4.4 Backing up of data collected on your behalf is your responsibility; Norango Ltd do not provide a back-up of your Data, neither do we warrant the integrity of such Data; we will however employ our very best efforts to provide copies of any data we hold on record for the purposes of disaster recovery.

12.4.5 Norango Ltd may need to change your Landing Number from time to time; we will make our best efforts to notify you of such changes by email and telephone should a change of Landing Number be necessary. We will not be responsible for any charges you may incur from your telephony provider relating to such changes; neither will we be responsible for any losses of business or otherwise that may occur due to you not diverting or mapping your lines/numbers to the new Landing Number at the appointed date.

12.4.6 Norango Ltd may have to temporarily suspend Services for maintenance or repair without notice, but will make restoration of services a matter of absolute priority in order to limit any disruption

12.4.7 Norango Limited shall not be liable for: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of information; or any special, indirect, consequential or economic loss, costs, damages, charges or expenses.

- 12.4.8 Norango Limited's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the agreement shall be limited to an amount equal to the last monthly invoice for the Services used by the Customer.

13.0 CONFIDENTIALITY

Norango Limited shall treat all messages as confidential. However, should Norango Limited be served with an appropriate order or warrant, Norango Limited shall disclose such information as required by law.

14.0 FORCE MAJEURE

Norango Limited shall have no liability to the Customer under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Norango Limited or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.0 PROPRIETY

- 15.1 The Customer agrees that it will not use the Services for any matter which in the reasonable opinion of Norango Limited constitutes any improper, immoral or illegal purpose and confirms that such use constitutes grounds for immediate termination of the Services by Norango Limited as do the following: -
- 15.1.1 the Customer uses the NGN or Landing Number for any purpose which is believed to be abusive, objectionable, illegal, fraudulent, a nuisance or for criminal activities.
 - 15.1.2 the Customer's actions are judged as misuse according to the Telecommunication Act 1984 or any amendments to the Act that are made from time to time. Should misuse occur you will indemnify Norango against any claims, liabilities or costs that may arise from such misuse.
 - 15.1.3 any calls received by Norango made by or received from the Customer or on the Customer's behalf are in our opinion, offensive, obscene, menacing or otherwise unpleasant. These types of calls will be reported to you for your immediate action in order to prevent further occurrence. Should such phone calls continue, Norango will terminate the service without further notice;
 - 15.1.4 we believe that this Agreement has been entered into fraudulently; Or that the right to use any number, or Service has been obtained in an unauthorised, unlawful, or fraudulent way;

16.0 CUSTOMER'S OBLIGATIONS

- 16.1 The Customer shall co-operate with Norango Limited in all matters relating to the Services
- 16.2 The Customer shall: provide such information as Norango Limited may reasonably request and the Customer considers reasonably necessary, in order to carry out the Services in a timely manner and ensure that it is accurate in all material respects;
- 16.3 The Customer shall at all times indemnify and hold harmless Norango Limited from and against any and all claims demands proceedings, damages, penalties, costs, losses, liabilities and expenses of any kind, threatened, claimed or awarded against or otherwise incurred by Norango Limited arising out of or in connection with the Transfer of Undertakings (Protection of Employment) Regulations 2006 as a result of the provision of the Services or otherwise.

17.0 ENTIRE AGREEMENT

- 17.1 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 17.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 17.3 Nothing in this condition shall limit or exclude any liability for fraud.

18.0 RIGHTS

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

19.0 WAIVER

- 19.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 19.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

20.0 VARIATION

No variation of the Agreement or these Conditions shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

21.0 NOTICE

- 21.1 Any notice or other communication required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by e-mail, pre-paid first-class post, recorded delivery or by commercial courier to the other party at the address specified by the relevant party by notice in writing to the other party.
- 21.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address for the party or, if sent by email, prepaid first-class post or recorded delivery, at 9.00am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 21.3 This Condition 21 shall not apply to the service of any in any proceedings or other documents in any legal action.

22.0 GOVERNING LAW

This agreement shall be interpreted with English Law and both parties agree to be bound by the jurisdiction of the English Courts.