

# Telephone Service - Mobile Override - Application Form

# PO Box 20338 London NW11 9ZW **Customer Name: T**el: 084 4545 9876 Company Name: Fax: 084 4545 9877 Address: Postcode: Email: Tel: Company Registered Number (if applicable): Mobile Number[s] to be registered Mobile Number[s] to register Please select which type of calls you wish to be routed through Simply-Fone: □ All Calls Please confirm you want your line rentals to be billed via Simply-Fone at our reduced rates: □ WLR line rental on a like-for-like basis We will send you a fully itemised bill every month by: ☐ **Email** – ensure you have entered your email address above (we email every itemised invoice) □ **Post** – (we only post invoices with a value over £10 p/month) I hereby authorise Simply Fone / Swiftnet Ltd to charge the total amount of my invoice to my debit/credit card in accordance with our standard T&C's. Authorisation shall remain in force until we receive written notice of cancellation from the undersigned Expiry Date: \_\_\_\_\_ Security Code (or Issue Number if applicable): \_\_\_\_\_ Signed: Print Name: NON-RESIDENTIAL ONLY INSTRUCTIONS TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT Please fill in the whole form using a ball point pen and send to Simply-Fone Ltd., PO Box 20338, London NW11 9ZW Name(s) of account holder(s) Originators identification number To The Manager Bank/Building Society 4 0 5 9 3 7 Address For Simply-Fone official use only. Postcode Instructions to your bank or Building Society Name of Account Holder Please pay Simply-Fone / Swiftnet Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit guarantee. I understand that this instruction may remain with Simply-Fone / Swiftnet Ltd and if so, details will be passed electronically to my Bank/Building Society Bank/Building Society account number Signature (s) **Branch Sort Code** Date

Banks and Building Societies may not accept Direct Debit instructions for some types of accounts

**Simply-Fone Ltd** 

#### AGREEMENT BY CUSTOMER

Name

The customer hereby agrees to accept and use the Service subject to the terms and conditions listed below.

<u> </u>		
Position		
	(If signing on behalf of a Company)	
SignatureX	Date	
<u> </u>		

#### **TERMS AND CONDITIONS**

IN WHICH

"SL" means SIMPLY-FONE/SWIFTNET which expression shall, where the

context so requires include its associates, successors and assignees.

"THE SERVICE" means the various services offered by SL.

"CUSTOMER" means a customer of the SERVICE as described.

"CUSTOMER CODE" means the unique code allocated to a CUSTOMER for the purpose of the

CUSTOMER'S use of THE SERVICE.

### AND WHERE

 CUSTOMER is responsible for the charges incurred through the user of THE SERVICE with the CUSTOMER CODE.

- 2. CUSTOMER shall not use or permit others to use THE SERVICE:
  - (i) to communicate in a defamatory, offensive or obscene manner.
  - (ii) in a manner which infringes or violates the rights of any person, and CUSTOMER agrees to indemnify and hold harmless SL against all Liabilities, claims, damages and losses arising out of or in any way connected to such use.
- 3. Charges for THE SERVICE shall be levied as set out in the Simply-Fone price list current at such time and payable in accordance with the terms described on the invoice.
- 4. SL reserves the right to revise the charges set out in the price list by giving 30 days notice of such revision or within a notice period not less than that given to SL by any licensed supplier of directly connected communication services.
- 5. For the avoidance of doubt, SL has no obligation beyond that of a duty to exercise reasonable skill and care in the provision of THE SERVICE. In any event and in no circumstances shall SL be liable in contract, part or otherwise for any loss of business, contracts, profits or anticipated savings or for any indirect or consequential loss whatsoever.
- 6. Either party may terminate the agreement by giving written notice to the other party of such termination, whereupon CUSTOMER shall pay all outstanding charges in accordance with the terms described on the invoice.
- 7. Termination, for whatever reason, shall in no way effect the force and effectiveness of Clause 5 above.
- 8. This Agreement shall be governed by and construed in accordance with United Kingdom law.

### The Direct Debit Guarantee

- I. This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- II. If the amounts to be paid or the payment dates change Simply-Fone/Swiftnet will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- III. If an error is made by Simply-Fone/Swiftnet or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- IV. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.