

# The Calls Warehouse

## Terms & Conditions

### 1. Introduction

These Customer Terms & Conditions set out the general terms on which The Calls Warehouse provides business telecoms, connectivity, mobile, VoIP, support, advisory and related services. They are designed to work with the customer's order form, proposal, quote, sales confirmation, service schedule, supplier terms and any written or verbal agreement accepted by the customer and The Calls Warehouse.

### Key Information Summary

Topic	Summary
Your Contract	Your agreement with The Calls Warehouse includes these Customer Terms & Conditions, your order form, quotation, service schedule and any applicable supplier terms.
Contract Length & Early Termination	Your minimum contract term will be shown on your order. If you decide to end your agreement before the end of the contract term, you will be charged an early termination fee. This is calculated using the standard fixed monthly charges for each remaining month left on your contract.
Charges & Payments	You are responsible for paying all agreed charges on time, including any additional usage, installation, engineer visits, equipment or out-of-bundle charges where applicable.
Your Responsibilities	You must provide accurate information, ensure orders are placed by authorised people, provide access for engineers when required, and keep your equipment, passwords and account details secure.
Service Availability	Telecoms, broadband, mobile and VoIP services rely on third-party networks and suppliers. Whilst we always aim to provide reliable services, availability, speeds, coverage and repair times cannot be guaranteed.
Emergency Calls & Backup Arrangements	VoIP and cloud phone services rely on power and internet connectivity. Emergency 999/112 calls may not work during power cuts, broadband outages or network failures, so suitable backup arrangements should be in place where telephone availability is critical to your business.

Please note: This summary is provided for convenience only and does not replace the full Terms & Conditions. If there is any difference between this summary and the full Terms & Conditions, the full Terms & Conditions will apply.

### 2. Definitions

Term	Meaning
Agreement	The contract between The Calls Warehouse and the customer, made up of these Customer Terms, the accepted order/proposal, any service schedule, and any supplier-specific terms notified to the customer.

Customer / you	The business, organisation, sole trader, partnership, company, charity or other entity buying or using the services.
Services	The telecoms, connectivity, broadband, VoIP, mobile, 4G backup, equipment, support, advisory, energy referral/brokerage or related services supplied or arranged by The Calls Warehouse.
Order	The quote, order form, sales confirmation, recorded verbal agreement, signed document, electronic acceptance or other durable confirmation accepted by The Calls Warehouse.
Minimum Term	The fixed minimum period for a service, as stated in the order.
Service Start Date	The date a service goes live, transfers, is activated, or is otherwise made available to the customer.
Supplier / Network Provider	A wholesale network, carrier, mobile network, broadband provider, VoIP platform, energy supplier or other third party used to provide, support or arrange the services.

### 3. Scope of services

The Calls Warehouse may provide, arrange, resell, manage, support or introduce services depending on the nature of the product ordered. The exact services, prices, contract term, installation requirements, equipment, included allowances, restrictions and special conditions will be set out in the order or relevant service schedule.

Services may include, without limitation:

- broadband, SoGEA, FTTP, leased line or other connectivity services
- VoIP, hosted voice, cloud phones, call features, call recording and number porting
- business mobile SIMs and mobile tariffs
- 4G/5G backup and router-based connectivity
- equipment such as routers, handsets, adapters, SIMs and accessories
- telecom health checks, reviews, support, advice and account management
- energy referral, brokerage or introduction services where applicable

### 4. Authority to order and switch services

By placing an order, the person accepting the order confirms that they have authority to act for the customer and to instruct The Calls Warehouse to arrange, transfer, migrate, install, support or amend the relevant services.

Where a service involves switching provider, porting numbers, migrating broadband, ceasing services, arranging installations or contacting existing suppliers, the customer authorises The Calls Warehouse and its suppliers to take reasonable steps required to progress the order.

The customer remains responsible for checking existing supplier contracts, notice periods, early termination charges, equipment obligations and other commitments before placing an order, unless The Calls Warehouse has expressly agreed in writing to review these matters.

### 5. Order acceptance and service availability

All orders are subject to acceptance by The Calls Warehouse and, where relevant, supplier acceptance, network availability, survey, credit checks, address validation, installation feasibility, number availability and technical checks.

Availability checks and estimated speeds, coverage or timescales are indicative only unless confirmed in writing as guaranteed. Some services may require wayleaves, landlord permissions, engineer visits, site access, customer equipment changes, power availability or other dependencies.

## 6. Contract term

The Minimum Term for each service will be set out in the order. Unless stated otherwise, the Minimum Term begins on the Service Start Date for that service.

At the end of the Minimum Term, services may continue on a rolling basis unless cancelled in line with the notice requirements in the order or these terms. Out-of-contract pricing may apply where a service continues beyond the agreed term. The customer will be emailed before the end of the contract in relation to what the out of contract rates will be and with an offer of new contract rates.

## 7. Charges, billing and payment

The customer must pay all charges set out in the order and any additional charges properly incurred for services used, including usage charges, call charges, out-of-bundle charges, installation charges, engineer charges, equipment charges, delivery charges, regrade charges, ceased-service charges, late payment charges, reconnection charges, and other supplier or network charges where applicable.

Call charges are rounded up to the next whole minute and deducted from any applicable allowance in whole-minute increments. Any unused call or usage allowance will expire at the end of each monthly billing period and will not roll over to subsequent months. Any usage outside of an included allowance will be charged in whole-minute or whole-unit increments at the applicable rates.

Unless stated otherwise, prices are exclusive of VAT and any applicable taxes, levies or government-imposed charges.

Services may be billed monthly in advance, with usage billed in arrears. First and final invoices may include pro-rata charges. The customer must keep billing and contact details up to date.

Payment is normally by Direct Debit unless agreed otherwise. If the customer does not pay by Direct Debit, or a Direct Debit is cancelled, rejected or fails, additional administration charges may apply where permitted and notified.

If an invoice is disputed, the customer must notify The Calls Warehouse promptly, explain the disputed item and pay any undisputed amount by the due date. Billing disputes should be raised within three months of the invoice date.

## 8. Price changes

Any scheduled in-contract increase to a core monthly charge will be set out in the order or contract information in a clear manner where required by applicable law or regulation. Where rules require a pounds-and-pence amount and timing to be stated upfront, The Calls Warehouse will not rely on a percentage or inflation-linked formula for that core charge. If a customer is on a fixed rate then the contract end date will be the date on which the fixed rate finishes.

The Calls Warehouse may pass on changes caused by VAT, taxes, statutory levies, regulatory charges, supplier/wholesale charges, out-of-bundle usage, customer changes, installation requirements, engineer charges, or services not included in the original order where allowed by the agreement and applicable rules.

If a change gives the customer a regulatory or contractual right to cancel without early termination charges, The Calls Warehouse will explain that right in the relevant notice.

## 9. Customer responsibilities

- provide accurate information and keep it up to date. This includes email address' and emergency mobile numbers.
- ensure orders are placed by authorised persons and to keep these up to date if persons leaves the business or role changes.
- provide safe and timely site access for engineers
- obtain landlord, wayleave, building, cabling or internal IT permissions where required
- maintain suitable power, cabling, LAN/Wi-Fi, firewall, router and device environments unless The Calls Warehouse has expressly agreed to manage them
- use services lawfully and in line with the Acceptable Use Policy
- secure passwords, portals, handsets, SIP credentials, routers and devices
- tell The Calls Warehouse promptly about faults, moves, number changes, security concerns and billing changes
- pay invoices by the due date

- the latest version of these Terms & Conditions will always be available on our website. Customers are responsible for reviewing the current version from time to time to ensure they remain familiar with any updates. Where we make changes that materially affect your rights, obligations or services, we will provide notice where required by law, regulation or the terms of your agreement.

## **10. Equipment**

Equipment may be supplied on a purchased, rented, loaned, funded, subsidised or returnable basis depending on the order. Title, ownership and return obligations will be set out in the order, equipment policy or service schedule.

The customer must take reasonable care of equipment, keep it secure, use it only for the intended services, and return returnable equipment promptly on request or on service cancellation. Charges may apply for damaged, missing, unreturned or incomplete equipment.

## **11. Installation, appointments and engineer visits**

Installation dates and appointment slots are subject to supplier/network availability and may change. The customer must provide access, a suitable adult/site contact, power, space, internal permissions and any required information. Missed appointments, aborted visits, special engineering work or faults caused by the customer or equipment/internal wiring may result in charges.

## **12. Faults and service levels**

The Calls Warehouse will use reasonable skill and care to help diagnose, report, manage and resolve faults. Due to the nature of telecoms networks, internet services, mobile coverage, power, customer premises equipment and third-party platforms, services cannot be guaranteed to be fault-free or uninterrupted.

Fault resolution times may depend on supplier diagnostics, network access, engineer availability, customer site access, third-party systems and the type of service ordered. Any service credits or compensation will only apply where stated in the relevant service schedule, supplier terms or regulatory scheme. The customer must provide any information reasonably requested by The Calls Warehouse to investigate, diagnose and resolve a fault. This may include, but is not limited to, photographs of equipment or site set-ups, speed test results, screenshots and other technical information. Such information must be provided promptly and within the timescales requested, as delays may affect the progress and resolution of the fault.

## **13. VoIP, cloud phones and emergency calls**

VoIP and cloud phone services depend on working power, broadband/data connectivity, suitable equipment, network availability and correct configuration. 999/112 emergency calls may fail if there is a power cut, broadband outage, router failure, network failure, device failure or if the service is used away from the registered location.

The customer must keep emergency location information up to date, especially where numbers, apps, devices or users may be used from different premises or remotely. The customer should maintain suitable backup arrangements where phone availability is business critical.

## **14. Mobile and 4G/5G services**

Mobile and 4G/5G services are dependent on network coverage, signal strength, indoor conditions, congestion, device compatibility, fair usage, network management and supplier terms. Coverage checks are indicative and do not guarantee indoor or continuous service.

Unlimited or high-allowance services may be subject to fair usage, traffic management, roaming restrictions, prohibited-use rules and supplier terms. The customer is responsible for usage, including roaming, premium-rate, international, out-of-bundle and unauthorised usage unless otherwise stated.

## 15. Security and unauthorised use

The customer is responsible for securing its systems, devices, passwords, accounts, VoIP credentials, routers, firewalls, mobile devices, SIMs and user access. The customer is responsible for charges arising from use of the services, including unauthorised or fraudulent use, unless caused directly by The Calls Warehouse's breach of duty.

The Calls Warehouse may apply reasonable fraud prevention, call barring, usage limits, restrictions or suspension where it suspects misuse, fraud, hacking, security compromise, non-payment or abnormal usage.

## 16. Suspension

The Calls Warehouse may suspend or restrict services where necessary for maintenance, security, legal/regulatory reasons, emergency services, network protection, supplier instruction, suspected fraud or misuse, breach of contract, failed payment, exceeded credit limit, cancelled Direct Debit, abusive behaviour, or where continued service could cause loss or risk to The Calls Warehouse, its suppliers or other users.

Suspension does not end the agreement. Charges may continue during suspension unless the law, regulation or the relevant service schedule says otherwise. A reconnection fee may apply when restoring the service.

## 17. Cancellation before service start

Cancellation rights depend on the type of customer, sales channel, service, order status and regulatory rules. Where the customer has a right to cancel before a transfer or service activation without charge, The Calls Warehouse will follow the applicable rules. Charges may apply where equipment has been dispatched, bespoke work has started, supplier costs have been incurred, or the service is outside any cancellation period, unless prohibited by applicable rules.

## 18. Termination by the customer

The customer may terminate a service at the end of the Minimum Term by giving the notice required in the order or service schedule. Where no notice period is stated, 30 days' written notice will normally apply.

If the customer terminates during the Minimum Term, early termination charges may apply. This is calculated as standard fixed charges for each month remaining on the contract. For example, if you have 10 months remaining on your contract and the standard fixed monthly charge is £25.00, the early termination fee would be £250.00 (10 x £25.00). These may also include remaining fixed monthly charges, unrecovered equipment charges, supplier charges, installation charges, cease charges, subsidised costs, and other charges set out in the order or service schedule, subject to applicable law and regulation.

If the customer moves premises, sells the business, becomes insolvent, the customer must contact The Calls Warehouse as soon as possible. Services may be transferred, ceased, assigned or re-contracted subject to availability, supplier rules, credit checks, customer authority and written agreement. Changes need 30 days notice or will be charged a 30 day notice period.

If the customer ceases to trade, they are able to end this agreement without penalty. To do this you must contact our Customer Services team at least 30 days before you intend to cease to trade and provide The Calls Warehouse with third party documentary evidence that this is happening. An example of this would be a solicitors letter. The Calls Warehouse would also require the return of all equipment and hardware in full working order. The services would then cease on the date advised. The Customer will not be able to make or receive any calls from that date. If any outstanding amounts shown on the final invoice remain unpaid 30 days after the service cessation date, or if equipment and hardware are not returned in full working order, The Calls Warehouse reserves the right to apply full early termination charges and/or charges for any missing, damaged or unreturned equipment.

## 19. Termination by The Calls Warehouse

The Calls Warehouse may terminate a service or agreement on notice if the customer materially breaches the agreement and does not remedy the breach when reasonably required to do so, repeatedly pays late, fails credit checks, becomes insolvent, misuses services, acts unlawfully, provides false information, abuses staff, or where a supplier withdraws, ceases or materially changes the relevant wholesale service.

## **20. Limitation of liability**

Nothing in these terms excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited.

Subject to the above, The Calls Warehouse is not liable for loss of profit, loss of revenue, loss of business, loss of contracts, loss of anticipated savings, loss of goodwill, loss of data, business interruption, or indirect or consequential or any other loss.

The Calls Warehouse's total liability for claims arising out of or in connection with a service will be limited to the charges paid by the customer for the affected service during the three months immediately before the event giving rise to the claim, unless a different cap is required by law or stated in the relevant service schedule.

## **21. Marketing and service communications**

The Calls Warehouse may send service, billing, maintenance, security, renewal, contract and account-management communications where necessary to provide or manage the services. Marketing communications will be handled in line with the Privacy Policy, PECR and applicable data protection rules. Customers can opt out of marketing at any time, but will still receive necessary service communications.

## **22. Complaints**

Complaints will be handled in line with The Calls Warehouse Complaints Code of Practice. Customers can contact The Calls Warehouse by telephone, email or post using the contact details published on the website.

## **23. General**

The customer may not assign or transfer the agreement without The Calls Warehouse's written consent. The Calls Warehouse may assign, subcontract or transfer parts of the service or agreement where reasonable, including to suppliers, group companies, debt recovery providers, payment providers or successor businesses.

If part of the agreement is invalid or unenforceable, the rest will continue. Failure to enforce a term does not waive it. The agreement is governed by the laws of England and Wales unless mandatory law provides otherwise.

# Service Information & Important Notices

## Purpose of this document

This document gives customers important practical information about key The Calls Warehouse services. It should be read alongside the Customer Terms & Conditions, the order form and any service-specific schedule.

## Business internet and broadband

- Availability and estimated speeds depend on address, network availability, product type, line length, internal wiring, router, Wi-Fi environment, local conditions and supplier checks.
- Installation dates are estimates unless confirmed. Appointments may change due to supplier or engineering availability.
- Broadband services may not be suitable as the only connection for critical systems unless suitable resilience or backup is in place.
- If card terminals, phones, EPOS, booking systems, alarms, CCTV or cloud systems depend on broadband, the customer should consider backup connectivity.

## Leased lines and dedicated connectivity

- Lead times are usually longer than standard broadband and may depend on surveys, wayleaves, construction, excess construction charges and third-party permissions.
- Service levels and repair commitments only apply where stated in the order or supplier terms.
- The customer must provide site access and suitable termination location.

## VoIP and cloud phone systems

- VoIP depends on power and internet/data connectivity. If power or internet fails, phone service may fail unless backup is in place.
- 999/112 emergency call location information must be kept accurate.
- Remote users and app users may need additional guidance because emergency location may not match their physical location.
- Features such as call recording, IVR, voicemail, call reporting, apps and integrations may depend on platform capability and configuration.

## Business mobile SIMs

- Coverage checks are indicative and do not guarantee indoor coverage or uninterrupted service.
- Roaming, international, premium-rate, non-geographic and out-of-bundle usage may create additional charges.
- Supplier fair usage and acceptable use rules may apply.

## 4G/5G backup

- Backup connectivity is designed to reduce disruption, not guarantee that a business will never lose connection.
- Performance depends on mobile signal, router placement, building materials, network congestion and data allowance.
- A backup router/SIM should be tested periodically, especially after network, router or premises changes.

## Energy

- Where The Calls Warehouse introduces, refers or brokers energy services, the energy supplier will normally be responsible for energy supply and supply terms.
- Quotes and estimated savings depend on usage, meter details, contract end dates, supplier acceptance and market conditions.

# Acceptable Use & Fair Usage Policy

## 1. Purpose

This Acceptable Use & Fair Usage Policy explains how customers must use The Calls Warehouse services. It applies to broadband, connectivity, VoIP, PSTN services, hosted phone systems, mobile, 4G/5G backup, email/support portals, equipment and related services.

## 2. Prohibited use

- unlawful, fraudulent, malicious, abusive, threatening, harassing, obscene or harmful activity
- activity that breaches intellectual property, privacy, data protection or communications laws
- sending spam, nuisance calls, scam calls, phishing, malware or unsolicited bulk communications
- attempting unauthorised access to systems, networks, devices, accounts or data
- interfering with, damaging or overloading networks, platforms or services
- misusing emergency services numbers or making hoax emergency calls
- using services in a way that breaches supplier/network fair usage rules or causes abnormal network load
- reselling, sharing or redistributing services unless expressly agreed in writing

## 3. Security responsibilities

Customers must take reasonable steps to secure equipment, routers, firewalls, passwords, portals, SIP credentials, handsets, apps, devices, SIMs and user permissions. The customer must tell The Calls Warehouse promptly if they suspect compromise, fraud, lost/stolen equipment, lost SIMs, unauthorised access or abnormal usage.

## 4. Fair usage and network management

Some services described as unlimited or inclusive may still be subject to supplier fair usage, traffic management, reasonable-use limits, roaming restrictions, fraud-prevention rules and prohibited-use conditions. The Calls Warehouse may apply restrictions, barring, suspension, traffic management or other protective measures where usage appears excessive, abnormal, unlawful, fraudulent or harmful.

## 5. Consequences of misuse

If this policy is breached, The Calls Warehouse may investigate, ask the customer to stop or remedy the issue, apply barring/restrictions, suspend services, pass on supplier charges, report unlawful activity where required, or terminate services in line with the Customer Terms & Conditions.

# Equipment Supply & Returns Policy

## 1. Equipment covered

This policy applies to routers, handsets, adapters, SIMs, cables, power supplies, accessories and any other equipment supplied, loaned, rented, subsidised or provided by The Calls Warehouse or its suppliers.

## 2. Ownership and return status

The order, quote or service schedule should state whether equipment is purchased, rented, loaned, subsidised, returnable or included as part of a service. If ownership is not clear, customers should ask The Calls Warehouse before assuming the equipment can be retained.

## 3. Customer care of equipment

- keep equipment safe, clean and in reasonable working condition
- use equipment only for the intended business service
- avoid tampering, unauthorised unlocking, resale or reconfiguration unless agreed
- retain power supplies, cables and accessories supplied with the equipment
- report loss, damage, theft or suspected compromise promptly

## 4. Returning equipment

Where equipment is returnable, the customer must return it promptly when requested, when a service is cancelled, when replacement equipment is issued, or when the account is closed. The Calls Warehouse may provide return instructions, packaging guidance, return address and deadline.

Returned equipment should include all supplied parts, power supplies, cables, handsets, routers, adapters, SIMs and accessories. The customer should obtain proof of postage or courier tracking.

## 5. Charges for missing or damaged equipment

Charges may apply for missing, damaged, incomplete, unreturned, locked, tampered-with or non-working equipment. Charges may also apply where equipment was provided free, discounted or subsidised on the basis that the customer would keep the related service for a minimum term.

## 6. Testing and reuse

Returning equipment does not automatically mean it will be accepted as reusable. Equipment may need to be inspected, tested, reset and checked before any credit, closure or stock update is confirmed.

# Switching & Number Porting Guide

## 1. Purpose

This guide explains, in plain English, how switching and number porting may work when a business moves services to, from or through The Calls Warehouse. It is not a substitute for Ofcom's General Conditions or any supplier-specific switching process.

## 2. Services covered

Switching and porting processes vary depending on the service. They may involve fixed broadband, landline services, VoIP numbers, hosted phone systems, mobile numbers, leased lines, 4G/5G services, energy arrangements or any other service that this may apply to. Different processes, forms, checks and timescales may apply. The Calls Warehouse reserves the right to move any service to a different platform/provider at their discretion.

## 3. Authority and accuracy

Before starting a switch or port, the customer must ensure that the person instructing the change has authority to do so. The customer must provide accurate details, such as business name, billing address, service address, account number, telephone numbers, current provider, installation address and any requested authorisation details.

## 4. Switching broadband and fixed services

Where applicable, fixed broadband and landline switching may use industry switching processes. The customer should check existing contract terms, early termination charges, notice periods, service dependencies, alarm lines, card machines, numbers, broadband backup, router requirements and any services that may be affected by the switch.

The Calls Warehouse will provide or arrange key information about the requested service, charges, expected installation/transfer date, minimum term and cancellation/termination information in a durable form where required.

## 5. Number porting

Number porting allows a customer to move a telephone number from one provider/platform to another where the number is eligible and the relevant providers support the port. Porting can fail or be delayed if details do not match, the number is inactive, there are outstanding issues with the losing provider, the number is part of a block/range, there are associated services, or the losing provider rejects the port.

The customer should not cancel the existing number/service before checking the porting process, because cancelling too early may risk losing the number.

## 6. Mobile switching

Mobile switching may require PAC/STAC codes, account checks, SIM replacement, device compatibility, unlocking, coverage checks and coordination of port dates. The customer should check any minimum term, handset/device agreement, roaming, bolt-ons and early termination charges with the existing provider.

## 7. Customer impact and downtime

The Calls Warehouse will use reasonable care to reduce avoidable disruption, but switching and porting may involve downtime or service changes. Customers should plan around important business periods, check call divers or backup

options, and tell us if there are critical dependencies such as card machines, alarms, lifts, care systems, booking systems, remote workers or any other equipment that may be affected.

## **8. Cancellation during switching**

Cancellation rights depend on the service, customer type, order status, industry process and applicable rules. Where a customer has a right to cancel before completion of a transfer or activation without charge, The Calls Warehouse will follow that process. Customers should contact us promptly if they want to cancel or change a switching instruction.

## **9. Where to find formal rules**

Formal switching and number porting obligations are set by Ofcom and may change. For the up to date information please visit <https://www.ofcom.org.uk/phones-and-broadband/phone-numbers/number-portability-info>