

Trading Terms and Conditions

Introduction and definitions

- These terms and conditions shall govern the agreement between Globe2 Limited and the Customer.
- Globe2's office is at 26 Victoria Avenue Market Harborough, LE167BQ. Further contact details: email on support@globe2.net.
- These Conditions take precedence if inconsistent with the other published material.
- "Master Contact Details" means the primary contact details as supplied by you for controlling your Globe2 account;
- "Challenge Phrase" means a confidential word or phrase known by Globe2 and the Customer;
- "Contract" means this document and any agreed appendices;
- "Effective Date" means the starting date of this Contract;
- "Internet" means the global data network comprising interconnected networks to which Globe2 Limited is connected and provides access to the Services;
- "Personal Data" means Data about any identified or identifiable living person;
- "Service" means the provision of the Supplier's Internet Telephony, Internet Connection, WiFi, or Domain Hosting Services to the Customer;
- "Supplier" means Globe2 Limited;
- "Customer" means authorised users of the Services;

Changes to these Conditions:

- We may from time to time amend the Terms, Charges or Services. Whenever we make such changes, we will update the Website to reflect this.
- Any renewal of the Services will be subject to then current Conditions as communicated between the Supplier and the Customer.

Security:

- The Supplier must:
 1. keep its usernames and passwords secure;
 2. use an agreed "Challenge Phrase" when requesting changes to any aspect of the service. The Supplier is authorized to comply with instructions accompanied by the Challenge Phrase;
 3. take reasonable steps in respect of matters in its control to minimize any risk of security breaches in connection with the Services;
 4. notify the Customer of any unauthorised access to its account(s) which it believes may affect the overall security of the systems; and
 5. comply with all appropriate security checks.

Services:

- The Supplier will supply the Services with reasonable skill and care.
- However, the Supplier does not guarantee:
 1. that the Services will be uninterrupted, secure or error-free; or
 2. that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.
 3. The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, they will restore them as quickly as is reasonably possible and endeavor to provide reasonable, appropriate and timely notice.

Personal Data:

- The Supplier will only process Personal Data in compliance with its [privacy policy](#) and the Principles of the Data Protection Act.
- The Customer consents to such processing.
- The Supplier may access, copy, preserve, disclose, remove, suspend or delete any Data if required to do so by applicable law or competent authority.

Limitation of liability:

- Nothing in these Conditions in any way excludes or restricts the Supplier's liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted.
- The Supplier's liability in contract, tort (including negligence) or otherwise in connection with this Contract for any one event or a series of events is limited to 125% of the payment received from the Customer for the Services in the 12 months before the event(s) complained of.
- In no event (including negligence), and even if advised of the possibility of such losses, will the Supplier be liable for any:
 1. economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings);
 2. loss of goodwill or reputation;
 3. special, indirect or consequential loss; or
 4. damage to or loss of Data.
- The Supplier has no liability for goods and services provided by third parties.
- To the extent allowed by law, the Supplier excludes all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose.

Charges

- The Supplier shall use its reasonable endeavors to advise the Customer of charges due within 7 days of the end of the calendar month in which they become due.
- The Suppliers charges report, unless mutually agreed by the parties, shall be the true, accurate and final record of commissions due.
- The Supplier shall take payment via direct debit within 7 days of the invoice date.
 - Failure of a Direct Debit will incur a £10 admin fee
 - Overdue invoices shall be charged contractual interest of 5% + the Bank of England base rate per annum at our discretion
 - Contractual interest on overdue invoices shall be chargeable on a monthly basis and multiple months shall incur compound interest
- Call charges are accurate at the time of quoting but may be adjusted from time to time.

Payment:

- Payment may be made by Direct Debit or BACS
- Payment must be made without deduction or set-off.
- All fees are non-refundable unless otherwise stated.
- All fees remain payable where the Supplier suspends the Services in accordance with this Contract.

Duration and termination:

- A contract shall be considered started once the order for requested services has been processed and costs incurred.
- All Services paid for will be subject to initial contract periods of twelve months and shall continue thereafter on a rolling 12-month basis unless otherwise specified in your schedule and until terminated in accordance with this agreement.
- Subject to the agreed service contract period, either party may terminate this agreement (as regards some or all of the Services) at any time for any reason by giving to the other 30 days written notice.
- The Supplier may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:
- if the Customer breaches any of the terms and obligations under this Contract and, if remediable, having received from the Supplier a written notice stating the intention to terminate the Contract if not remedied, fail to remedy the breach within 7 days;
- if the Customer is subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal for it to enter into any arrangement or composition with or for its creditors or a receiver or liquidator or trustee in bankruptcy is appointed over it or any of its assets or any similar circumstances; or

- if the Supplier is required to do so by a competent or regulatory authority.
- On termination of this agreement or suspension of Services for any reason:
 1. the Supplier will immediately stop supplying, and will terminate access to, the relevant Services;
 2. all licenses granted by the Supplier to the Customer will terminate;
 3. in the instance of the contract still being within the minimum term, the full amount of the contract remaining shall be due;
 4. any fees due remain payable and, if already paid, will be non-refundable;
 5. the Customer's accrued rights and liabilities will be unaffected.
 6. in the instance of hardware supplied as part of a monthly payment, all hardware shall remain the property of Globe2 limited until such a time as the full value of the contract has been paid;

Confidentiality:

- Both parties agree not to use for any purpose apart from this agreement or disclose any Confidential Data received from the other party. "Confidential Data" means Data identified as, or which clearly is, confidential. This clause does not apply to Data which:
 1. enters the public domain other than through breach of this clause;
 2. is or becomes independently known to the receiving party free from any confidentiality restriction;
 3. is required to be disclosed by applicable law or competent authority;
 4. is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;
 5. is reasonably disclosed to professional advisers; or
 6. the parties are otherwise permitted to disclose in accordance with these Conditions.

Notices:

- The Supplier shall send any notices under these Conditions to the correspondence address, fax or email address of the Customer.
- The Customer shall send any notices under these Conditions to the correspondence address, fax or email address of the Supplier.
- Notices may be sent by hand, recorded delivery, fax or email and shall be deemed to be received:
 1. by hand – when delivered provided handed to a senior employee;
 2. recorded delivery – five days after posting;
 3. fax – when the sender receives an error-free transmission report; or
 4. email – on the day sent unless the contrary is proved.

General:

- These Conditions and Appendices represent the entire agreement of the parties relating to its subject matter. It supersedes all prior agreements and representations. Neither party are bound by, nor should they rely on, any oral representations or representations by any agent or employee of any third party used to apply for the Services.
- If any part of this Contract is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.
- The Supplier shall not be liable for failure to perform or delay in performing any obligation under this Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to failure of any communications, telecommunications or computer system.
- No firm, person or company which is not a party to these Conditions shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions.
- The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.
- Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between the parties.

Specific Conditions on the Provision of Globe2 Telephony, Internet and Domain Hosting Services

- By purchasing our Telephony Services (VoIP) you confirm that you understand that our services:
 - may not offer all of the features you may expect from a conventional phone line;
 - may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable;
 - may not connect you to the public emergency service and if we do, may not provide your phone number and location details to the operator if you make a public emergency services call. You will have to provide your location information and phone number verbally to the operator; and
 - may not offer you the ability to transfer (port) your existing number to an alternative service if your service ends.
- The Globe2 Telephony Service provided by us is not a Publicly Available Telephone Services (PATS) and your attention is specifically drawn to the service descriptions on our website that sets out the Service offering and service limitations for our customers. The Service is subject to different regulatory treatment than a Publicly Available Telephone Services (PATS) and this may limit or otherwise affect your rights of redress before regulatory agencies such as OFCOM in the UK.
- You must refrain from posting online or sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services.
- You must not use the Services to initiate bulk unsolicited telephone calls or emails.



- If you choose to record inbound or outbound calls it is your responsibility to ensure that any legal requirements for recording calls are adhered to.

Specific Conditions on the Provision of Globe2 Hosted CRM Services:

- The Globe2Hosted CRM is based upon the opensource SuiteCRM platform, which is provided under General Public Licence.

Choice of law:

- This agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England & Wales.