



# yes please, we'd like to join...

## application form & agreement

**business class communications**

### please complete this form

then either fax it, free of charge, to: **0800 195 1559**

or post it to: **Hobbs Parker Telecom, Romney House, Orbital Park, Ashford, Kent TN24 0HB**

## 1 your details

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Your: Title \_\_\_\_\_ Forename \_\_\_\_\_ Surname \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

e-mail \_\_\_\_\_

## 2 service requirements

The information given below details the phone numbers and lines that you want to change to the *south east professionals telecom network*. If you would like some help with this section, either call us on 0800 195 1558, or leave it blank and we will contact you and complete it later. An example is given in the first line. N.B. if you need more space simply use a separate sheet and send with this page.

Phone Number	Number of Lines	Description
0 1 2 3 3 5 0 6 2 0 6	5	MAIN SWITCH BOARD

## 3 payment by direct debit



All prices will be in accordance with the current Select Network Pricing Tariffs or as otherwise agreed. Please read & tick:

I understand that our monthly bills from Hobbs Parker Telecom will be collected by Direct Debit & I have completed, and returned, the attached Direct Debit Mandate

## 4 customer declaration

I have read and agreed to the Terms and Conditions set out overleaf. I understand and acknowledge that these contain terms restricting or excluding the liability of Hobbs Parker 2000 Ltd.

Name (Block Capitals) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_



Hobbs Parker Telecom Romney House Orbital Park Ashford Kent TN24 0HB  
 t 01233 220 950 f 01233 502 211 e customerservice@hptelecom.co.uk  
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# standard terms & conditions...

customers are advised to read and retain a copy of this document

## MAIN POINTS

- Cancel the service at any time and return to BT at NO COST – clause 2.3
- Only pay for the calls that you make – clause 2.4
- There are NO CHARGES associated with connection or cancellation – clause 2.3

## 1. SERVICE

In this agreement "Service" means the service or services indicated overleaf. Hobbs Parker 2000 Limited of Romney House, Orbital Park, Ashford, Kent TN24 0HB ("HP") agrees to provide the Service to the Customer and the Customer agrees to use the Service on the terms set out in this Agreement.

## 2. DURATION

2.1 The Agreement shall come into force on and with effect from the date on the face of the Agreement.

2.2 Unless terminated in accordance with these terms the term of this Agreement is twelve months from the date the Service commences and will automatically renew for a further twelve month period except upon written notice from the customer before the expiration of such twelve month period. If notification is not received from the Customer then the terms of this Agreement will continue to apply.

2.3 The Customer may cancel this Agreement in whole or in part at any time after three months have passed from the installation of the service. The Customer may cancel this Agreement in whole or in part at any time during this three month period if the service fails to meet the Customer's expectations in respect of the quality of the service. Where the Customer cancels the service in accordance with this clause, HP will agree to accept such cancellation upon written notice and on the basis that the Customer shall pay any outstanding bills for telephone calls made. HP make no charges directly associated with cancellation or termination.

2.4 HP may cancel this Agreement in whole or in part at any time. The Customer will agree to accept such cancellation upon 1 month's written notice and on the basis that the Customer shall pay any outstanding bills for telephone calls made.

## 3. AUTODIALLER EQUIPMENT

Where HP or its appointed agent installs any equipment the following terms and conditions shall apply:

3.1 HP or its appointed agent shall install the equipment to the Customer. Any installation date specified shall be treated as an estimate only and whilst HP and its appointed agent will take all reasonable steps to complete the installation within the period quoted, such date shall be treated as an estimate only and shall not be a term of this Agreement. HP and its appointed agent accept no liability for failure to meet the installation date.

3.2 The equipment shall at all times remain the property of HP or its appointed agent.

3.3 The Customer shall be responsible for the equipment whilst it is in the Customer's custody and shall indemnify HP and its appointed agent against any loss or damage to the equipment save that the Customer shall not be responsible for any loss or damage attributable to the wilful act, fault or omission of HP or its appointed agent. It shall be the responsibility of the Customer to notify HP immediately of any loss or damage to the equipment.

3.4 Upon notification of a fault, HP or its appointed agent shall use its reasonable endeavours, during normal working hours to attend to such fault PROVIDED THAT the fault has arisen from normal use of the equipment.

3.5 HP and its appointed agent have no responsibility for faults arising from:

- 3.5.1 the Customer's negligence or default; or
  - 3.5.2 any act or omission associated with any other telecommunications system not run by HP or its appointed agent; or
  - 3.5.3 any other cause beyond the control of HP and its appointed agent; or
  - 3.5.4 Any failure of the equipment or for whatever reason.
- 3.6 HP shall have the right to charge the Customer in the event that the need for maintenance results from any of the events in Conditions 3.5.
- 3.7 The Customer agrees not to carry out or procure the

carrying out of any alterations, modifications, replacements, extensions, attachments, additions or otherwise after the equipment has been installed except with the prior written consent of HP, which consent will not be reasonably withheld.

## 4. PAYMENT

4.1 Pricing the Service shall be as stated in HP's standard tariff as current from time to time or as otherwise agreed between HP and the Customer. All prices are exclusive of Value Added Tax and all prices are subject to change upon HP giving not less than thirty days prior written notice to the Customer.

4.2 The Customer shall be invoiced monthly by HP for all charges under this Agreement plus Value Added Tax as appropriate.

4.3 The Customer shall pay HP within 14 days from the date of invoice.

## 5. USE OF THE SERVICE

5.1 The Customer undertakes to use the Service in accordance with such instructions as may be notified in writing to the Customer by HP or its appointed agent from time to time.

5.2 The Customer may not use the Service for the sending of any defamatory or offensive or abusive or obscene or menacing material or in a manner which infringes the rights of any person, including copyright or confidentiality.

## 6. PROVISION OF INFORMATION

The Customer undertakes to promptly provide HP or its appointed agent, free of charge, with all information and co-operation that HP or its appointed agent may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

## 7. LIABILITY

7.1 Nothing in this Agreement shall exclude or restrict HP's liability for death or personal injury resulting from the negligence of HP or its employees while acting in the course of their employment.

7.2 Subject to Condition 7.3 HP shall be liable for the damage to the property of the Customer caused by any negligent act or omission of HP or its employees provided that such liability of HP in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of HP's obligations under this Agreement shall be limited to £20,000 for any one incident or £50,000 for any series of incidents arising from a common cause in the twelve month period.

7.3 Save as set out in clauses 7.1 and 7.2 above HP shall not be liable to the Customer in contract tort or otherwise including (without limitation) any liability for negligence for any loss of revenue, loss of business, anticipated savings or profit or any indirect consequential loss or other loss not mentioned in 7.1 or 7.2 and accordingly HP's liability is excluded to the maximum extent permitted at law.

7.4 Without prejudice to the foregoing, HP shall not, in the event of any failure of the Service, be liable to the Customer for any costs, claims, liabilities, expenses, charges or losses incurred or sustained by the Customer including (without limitation) any charges that may be incurred by the Customer in diverting their telephone calls to another carrier of telecommunications.

7.5 The provisions of this Condition 7 shall continue to apply notwithstanding the termination of this Agreement.

7.6 HP shall not be liable in any circumstances for making good Customer premises in the event of the removal of the equipment.

7.7 The Customer shall indemnify and hold harmless HP against all and any liability, costs, claims and expenses (including without limitation loss of business or indirect or other consequential loss) which HP may sustain arising directly or indirectly out of the use of the Service or any breach of any term of this Agreement by the Customer.

## 8. AVAILABILITY

8.1 HP or its appointed agent will use all reasonable endeavours to ensure that the Services are available for the use by the Customer without interruption.

8.2 Without prejudice to the foregoing, HP shall not be liable for any loss of any description whatsoever sustained by the

Customer (save as set out in clause 7) in the event that the Service is not available for use by the Customer without such interruption.

## 9. TERMINATION

9.1 Without prejudice to their rights under the Agreement HP and the Customer shall have the right to terminate this Agreement forthwith in the event that:

9.1.1 the other party is in default in its performance or observance of any of its obligations under this Agreement, and, in the case of a remediable breach, fails to remedy the breach within 14 days; or

9.1.2 an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or made up a winding order.

9.2 Without prejudice to its other rights, HP shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that:

9.2.1 the Customer fails to make any payment when it becomes due to HP; or

9.2.2 a licence under which the Customer has the right to run its telecommunications system and connect it to the HP system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.

## 10. SUSPENSION OF SERVICE

HP may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally, (confirming the same in writing) or in writing in the event that:

10.1 the Customer is in breach of any term of this Agreement; or

10.2 the Customer is suspected in HP's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service.

## 11. GENERAL

11.1 This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of HP, such consent not be reasonably withheld.

11.2 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control.

11.3 This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior undertakings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by HP and the Customer.

11.4 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion.

11.5 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left or sent by post or facsimile transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.

11.6 HP's address for service of any notice hereunder shall be such address as appears on the last invoice rendered to the Customer or such other address as may be prescribed by HP for that purpose.

11.7 This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.



# the cheapest way to pay...

your direct debit instruction

Your monthly Hobbs Parker Telecom bills are paid by direct debit

simply complete parts 1 & 2 of this form in a ballpoint pen

then post it to: **Hobbs Parker Telecom, Romney House, Orbital Park, Ashford, Kent TN24 0HB**

## 1 your account & bank or building society details

Name(s) of Account Holder(s)

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Account No.

       

Branch Sort Code

     

To the Manager: Name of Bank/Building Society

---

Address of Bank/Building Society

---

Postcode

---

## 2 direct debit instruction

THE INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY — Please pay Hobbs Parker Telecom 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 Hobbs Parker Telecom and, if so, details will be passed electronically to my bank or building society. *Banks and Building Societies may not accept Direct Debit instructions for some types of account.*

Signature(s)

---

Date

---

Signature(s)

---

Date

---

## ! for office use only

Originators Identification No.

     

Reference No.

         


Hobbs Parker Telecom Romney House Orbital Park Ashford Kent TN24 0HB  
t 01233 220 950 f 01233 502 211 e customerservice@hptelecom.co.uk

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# complete reassurance...

the direct debit guarantee

## ! to be kept by the customer

This guarantee should be detached and retained by the Payer.

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 by your own Bank or Building Society. If the amounts to be paid, or the dates change, Hobbs Parker Telecom will notify you 10 days in advance of your account being debited or as otherwise agreed.

If an error is made by Hobbs Parker Telecom, or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.

You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of this letter to us at the address below.



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