



SECTION A - Billing Details

Account Name _____
 For example Mac's Taxis, or Newtown HCA. This is the name that will be shown on your Web pages and invoices.

Organiser's Name _____ Address _____
 Telephone _____
 Email _____

SECTION B – Initial Set-up

	Drivers' Names (minimum 2)	Set-up Charge	1st Monthly Charge	Totals
1		£23.50	£11.75	£35.25
2		£23.50	£11.75	£35.25
3		£23.50	£11.75	
4		£23.50	£11.75	
5		£23.50	£11.75	
6		£23.50	£11.75	
7		£23.50	£11.75	
8		£23.50	£11.75	
		Total Initial Set-up Charges		£

Notes

1. Send £35.25 payment for each Driver that you wish to put on the Account.
2. Minimum 2 Drivers required to open an Account. You can add more later.
3. Add names for additional Drivers as required. Use a separate sheet if you want to put on more than 8.
4. Prices include VAT @ 17.5%
5. Just put Driver names on this form - mobile numbers go in on the web site when your account has been set up.

SECTION C – Payment of Initial Set-up Charges

Send a cheque with this form payable to Cambridge Tele.com Ltd for the Total Initial Set-up Charges as calculated in Section B above.

SECTION D – Payment of Ongoing Charges

We will send you an invoice each month, showing the monthly charges due for the next month, and any call charges due for the previous month. You may pay by cheque, credit or debit card, bank transfer, or by cash at any branch of Barclays Bank. You should ensure that you pay before your account reaches its credit limit, and in any case within 30 days, to avoid interruption of your service.

SECTION E – Telephone Numbers

If you want to use a telephone number that Cambridge Tele.com Ltd has offered please write it here, or write 'Own Number' if you will be diverting calls from a number of your own.

SECTION F - Authorisation

I/We authorise Cambridge Tele.com Ltd. to set up an account. I/We have read and agreed to the terms and conditions (see end of document) pertaining to this application.

Signed _____ Print Name _____
 Position _____ Date _____
If signing on behalf of an organisation

Return your completed form with your cheque for the Initial Set-up Charges to:



THE TERMS OF OUR AGREEMENT	
<p>1. The Services to be provided by Cambridge Tele.com</p> <p>a. Cambridge Tele.com shall supply you, our Customer with Telephone Services referred to in the rest of this Agreement as the "Service" or "Services".</p> <p>b. Cambridge Tele.com shall use all reasonable care and skill of a competent telecommunications Service Provider to provide you with high quality Services. Cambridge Tele.com shall correct any failures in the Services as soon as it is reasonably practical unless the failure is caused by a reason covered in paragraph 4d.</p> <p>c. Cambridge Tele.com shall use all reasonable efforts to provide you with the Services by the date it advises you.</p> <p>d. Cambridge Tele.com may at its sole discretion collect data and prepare reports about your use of telecommunication services as part of the Service and will keep all such information confidential unless requested otherwise.</p> <p>e. Cambridge Tele.com will endeavour to give you as much notice of changes to its prices as is practicable. Notice of changes in prices will be included with your next bill. A full tariff is available upon request.</p> <p>2. Your obligations to Cambridge Tele.com</p> <p>You are solely responsible for the use of the Taxi Call service in your business, including compliance with any and all applicable legal or licensing requirements.</p> <p>You shall ensure that:</p> <p>a. You do not use the Services for any improper or unlawful purposes or in a manner which is offensive or for a purpose which is unlawful, nor allow others to do so.</p> <p>b. You pay the charges set out in Cambridge Tele.com invoices for the Services as notified to you, whether or not the use of the Services is authorised by you.</p> <p>c. You comply with this Agreement and any reasonable instructions Cambridge Tele.com gives you relating to use of the Service.</p> <p>d. You provide reasonable assistance to Cambridge Tele.com to enable it to provide the Services.</p> <p>e. You meet your payment obligations set out in paragraph 3.</p> <p>f. You shall indemnify Cambridge Tele.com fully against all losses, liabilities, costs (including legal costs) and expenses which Cambridge Tele.com may incur as a result of any breach of your obligations under this Agreement or misuse of the Services.</p> <p>g. You provide Cambridge Tele.com with any information we may reasonably request and permit Cambridge Tele.com to use that information for credit verification and debt collection purposes (including disclosure to and use by third parties acting on behalf of Cambridge Tele.com for such purposes).</p> <p>h. Cambridge Tele.com is notified of any changes to contact details including the billing address.</p> <p>3. Cambridge Tele.com charges and payment</p> <p>a. You shall pay the charges for the Services as set out in the Cambridge Tele.com price tariff, which may vary from time to time (see paragraph 1e).</p> <p>b. You will be charged for a minimum of two drivers each month. Above the minimum of two, you may add or remove drivers as you wish, subject to setup charges.</p> <p>c. An itemised bill will not be sent unless specifically requested (call details are available via the Cambridge Tele.com website. The Invoice will be one line per charge (calls, service charges etc.). The charges for your use of the Services will be calculated according to the prices applicable at the time the Services were used. Call charges will be billed monthly in arrears (other billing periods are available by negotiation), Service charges are billed monthly in advance and are due for payment within the agreed terms.</p> <p>d. All invoices will have VAT (if applicable) added at the rate prevailing on the date the invoice is produced.</p> <p>e. If payment is not made when due Cambridge Tele.com may, without prejudice to its rights, charge interest at the rate of 4% above the base rate of Barclays Bank plc on any amount you fail to pay from the date when payment was due until the date of actual payment. This will be calculated on a daily basis.</p> <p>f. All payments will be made to Cambridge Tele.com Limited by cheque, credit or debit card, or direct debit. If you have any problems paying a bill, you should call Cambridge Tele.com to explain before the Due Date. If payment has not been received by the Due Date, we may at any time after that date, without prejudicing our right to terminate this Agreement, prevent your making any further use of the Services.</p> <p>g. Cambridge Tele.com will receive any interest earned on the deposit, if any, or on any other deposit required by Cambridge Tele.com for the provision of the Service.</p> <p>h. You may request a refund of a payment which you have made by credit or debit card. Provided that you make the request within 7 days of the payment date, Cambridge Tele.com will refund to you the credit balance remaining from that payment, less a handling charge of £5.</p> <p>4. Cambridge Tele.com warranties and limitation of the liability of Cambridge Tele.com</p> <p>a. To the extent that all or any part of the Services are faulty, unavailable, or interrupted Cambridge Tele.com will use its reasonable endeavours to provide the Services.</p> <p>b. Cambridge Tele.com shall not be liable for faults in your telecommunications equipment which result in Cambridge Tele.com being unable to provide the Services.</p> <p>c. Cambridge Tele.com has no liability under this Agreement for Cambridge Tele.com's negligence or otherwise. In no circumstances shall Cambridge Tele.com be liable for any loss of profits, revenue, business or anticipated savings you expected to make, indirect or consequential loss or data being harmed.</p> <p>d. Cambridge Tele.com shall not be liable for any failure of performance of the Services for reasons beyond Cambridge Tele.com's reasonable control including but not limited to default or failure of a third party (including another public telecommunications operator or maintainer), government actions, failure in the supply of third parties access or other events or force majeure.</p> <p>e. Any liability Cambridge Tele.com may have of any sort (including any liability because of Cambridge Tele.com's negligence) shall in no circumstances exceed £5,000 in respect of one customer in any 12 month period.</p> <p>f. In this Agreement Cambridge Tele.com does not exclude liability in relation to death or personal injury caused by Cambridge Tele.com's negligence.</p> <p>g. This paragraph sets out Cambridge Tele.com's entire liability in relation to this Agreement. All other express or implied terms, conditions or warranties (whether statutory or otherwise) are hereby excluded to the fullest extent permitted by law. The provisions of this paragraph shall continue to apply even when this Agreement terminates or expires.</p>	<p>h. Each part of this Agreement that excludes or limits the liability of Cambridge Tele.com operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply.</p> <p>i. Cambridge Tele.com may from time to time make 'Goodwill Credits' to your account where we feel that the service you have received from us falls below the high standards we set ourselves. Any such payment is no admission of liability and shall not be treated as such.</p> <p>5. Length of this Agreement and ending this Agreement</p> <p>a. Either Cambridge Tele.com or you may end this Agreement at any time by three months written notice, to take effect no earlier than twelve months from the Date of Application.</p> <p>b. In addition to anything else Cambridge Tele.com can do, Cambridge Tele.com can suspend the Services or end this Agreement (or both) at any time without informing you if:</p> <p>i. You materially breach this Agreement or any other Agreement you have with Cambridge Tele.com.</p> <p>ii. Bankruptcy or insolvency proceedings are brought against you, a receiver is appointed over any assets or you go into liquidation.</p> <p>iii. You fail to, or represent that you are not intending to pay, when due, any sums payable under this agreement.</p> <p>c. Upon ending or suspension of this Agreement all amounts you owe Cambridge Tele.com for use of the Services shall be due and payable in full on demand and you shall have no right to withhold or set off any such amounts.</p> <p>6. Assignment of this Agreement</p> <p>a. You cannot assign or try to assign this Agreement or any part of it to anyone else without Cambridge Tele.com's prior written consent, which we will not unreasonably withhold.</p> <p>b. Cambridge Tele.com may assign this Agreement at any time.</p> <p>7. Credit limits</p> <p>a. Cambridge Tele.com may elect to impose a credit limit on the amount of charges that a customer may incur during any period in use of the Service.</p> <p>b. Cambridge Tele.com may, at its sole discretion, raise the credit limit at the request of the customer reserving the right to require a deposit or other assurances from the customer in consideration of raising the limit.</p> <p>c. If the customer reaches or passes its credit limit, Cambridge Tele.com shall have the right to suspend the Service without notice for the remainder of the quarter.</p> <p>8. TaxiCall Trademark</p> <p>a. Cambridge Tele.com owns the registered TaxiCall trademark.</p> <p>b. Cambridge Tele.com grants you a licence to use the TaxiCall trademark in connection with your use of the TaxiCall service. Cambridge Tele.com may at its sole discretion withdraw said licence at any time, and said licence will in any case expire when this Agreement ends.</p> <p>9. General</p> <p>a. This Agreement is governed by English Law and disputes will be decided in the English Courts.</p> <p>b. Any waiver, concession or extra time Cambridge Tele.com may allow you is limited to the specific circumstances in which it was given. It does not affect Cambridge Tele.com's rights under this Agreement in any other way.</p> <p>c. Cambridge Tele.com will send you any notice or bill by posting it to the last address you notify us of. Notice by you to Cambridge Tele.com may be given either in writing or by fax to Cambridge Tele.com.</p> <p>10. Key terms</p> <p>In this Agreement</p> <p>"Agreement" means the agreement made between Cambridge Tele.com and the Customer by signing the Cambridge Tele.com Application Form.</p> <p>"Breach" means any breach of the Agreement.</p> <p>"Calls" means signals, messages or communications transmitted from your telecommunications systems.</p> <p>"Charges" means amounts payable at the rates and times prescribed by Cambridge Tele.com from time to time in respect of the Services used.</p> <p>"Customer", "you" and "your" means any person, company or other entity with whom Cambridge Tele.com makes a contract for the provision of the Services and where the context requires, includes any person reasonably appearing to Cambridge Tele.com to act within that Customer's authority.</p> <p>"Due Date" is the date by which payment of an invoice is due.</p> <p>"System" means the facilities from time to time provided by Cambridge Tele.com for use by Customers.</p> <p>"Cambridge Tele.com", "we", "our" and "us" mean Cambridge Tele.com Limited, whose address is 92 Station Road, Willingham, Cambs CB24 5HG and where the context permits includes our employees, authorised agents, contractors, successors and assigns.</p> <p>"Services" mean services provided by Cambridge Tele.com from time to time, including but not limited to a switched telephone service.</p> <p>"Your Equipment" means any software, hardware or any other equipment not installed and/or connected or supplied by Cambridge Tele.com</p>