



Our Terms and Policies

July 2023

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MIDPOINT COMMUNICATIONS LIMITED
Terms and Conditions

The terms of this contract apply to all of Midpoint Communications Limited's customers. By using any of our services or any equipment provided by us, you are confirming agreement to the terms of this Agreement so you should read this document carefully.

This Agreement covers the provision of phone, broadband and mobile Services by Midpoint Communications Limited to you (referred to as "the Customer", "End User", or "User") (and any other Services we agree to provide to you under this Agreement). "Midpoint", "we", "us", or "our" means Midpoint Communications Limited.

The contract shall comprise of the following.

- Order
- The Schedule
- These Conditions
- The Agreement in Principle or Verbal Agreement

1. DEFINITIONS – In this Contract the following terms have the definitions shown next to them:

1.1. Agreement in Principle ("AIP") – the outline of the order offered to the Customer, stating the tariff, Service, minimum contract term, transfer information, payment options and confirmation of the Customer's details.

1.2. Authorised Contracts – individual authorised to act on behalf of the Customer in relation to the Services.

1.3. Broadband Services – a broadband Service provided by Midpoint to the Customer to access the internet using the Network.

1.4. Business Day – a day other than Saturday, Sunday, or public holiday (in England).

1.5. Cease – ending the Service(s) at the exchanges and ports at the end premises, including releasing any telephone numbers back to Openreach for redistribution.

1.6. Cease Charges – the applicable charges payable by the Customer, equal to all costs incurred by Midpoint including cancellation charges from Midpoint's subcontractors or suppliers or other costs payable to a third party for the end of providing the Service. Variable to contract reminder.

1.7. Charges – the fees and charges payable to Midpoint in relation to the Service as set out in the Order, The Schedule, These Conditions, The Standard Price Guide, The Agreement in Principle or Verbal Agreement, and/or Midpoint website.

1.8. Conditions – these terms and conditions for Midpoint set out herein.

1.9. Contract – the contract between Midpoint and the Customer for the supply of any Services and/or goods (including equipment) in accordance with these conditions, the Order and the Agreement in Principle or Verbal Agreement.

1.10. Customer – the business/person with whom Midpoint contracts to provide the Service.

1.11. Estimated Live Date – the date Midpoint estimates that delivery of the Service is due to start. Except where we specify otherwise, this is confirmed in your order confirmation email.

1.12. Fault – a system or Service issue which requires maintenance due to poor or no Service.

1.13. Force Majeure Event – an event or circumstance beyond a party's reasonable control.

1.14. Gaining Provider – the Communications provider who the Customer is transferring to.

1.15. Installation Date – the date on which the equipment is installed.

1.16. Live Date – the date which the Service is first made available to the Customer.

1.17. Logged Fault – a fault that has been reported to Midpoint to investigate.

1.18. Losing Provider – the Communications provider who the Customer is transferring from.

1.19. Midpoint Communications Limited – whose registered office is Challenge House, Sherwood Drive, Bletchley, MK3 6DP, and registered with company number 10290088.

1.20. Minimum Contract Term – the agreed time agreed of the Service after completion of transfer as set out in the contract prior.

1.21. Network – the telecommunication network used to provide the Service, which consists of network elements provided by Third Party Operators.

1.20. Notice – when one party has informed the other in accordance with this contract.

1.21. Order Confirmation – the confirmation sent to the Customer following the agreement which outlines the next stages of progressing the order or upgrade.

1.22. Premises – the place at which Midpoint agrees to provide the Service.

1.23. Service - each Service provided by Midpoint under the Contract, which may include part of a Service, provision of a Service to a site and/or goods.

1.24. Service Transfer – transferring working Services from us to a new provider or from another provider to Midpoint.

1.25. Standard Rate – the price guide relating to the Services as set out on www.midpointcommunications.co.uk as amended or notified to the Customer from time to time.

1.26. Termination – ending your contract by transferring to another provider.

1.27. Termination Charges – the charges for any Service (or part of) supplied which is due to be ported away (if any). Dependant on contract reminder.

1.28. VoIP (IP) – Voice Over Internet Protocol being the use of the internet as the transmission medium for telephone calls by digital means (rather than the traditional telephone system based on copper wires carrying analogue data).

2. CONTRACT BASIS

2.1. In sending the Agreement in Principle by Midpoint to the Customer, we are making an offer to provide Services and/or equipment to the Customer in accordance with these conditions, the Order and any Services specified in the Agreement in Principle. The Agreement in Principle may be withdrawn at any point by Midpoint prior to it being accepted by the Customer.

2.2. The Agreement in Principle shall be accepted, and the Contract shall be formed and come into existence when Midpoint has received the signed Agreement in Principle, either electronically or physically, duly signed (either electronically or physically) by or on behalf of the Customer, at which point and on which date the Contract shall come into existence.

2.2.1. If we have not received the signed Agreement in Principle from the Customer or on behalf of the Customer within 10 working days from which the form is dated as sent to the Customer, the offer will be withdrawn and will need to be revised and resent, unless otherwise agreed between Midpoint and the Customer.

2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of Midpoint which is not set out in the Agreement in Principle or the terms (or incorporated by reference in any of them).

2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to compose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions shall prevail. In the event of any conflict between these Conditions and the Agreement in Principle, these Conditions will prevail in relation to that Service.

2.5. Any quotation given by Midpoint shall not constitute an offer and is only valid for a period of 28 days from the date of issue.

2.6. To the extent that there is any failure or delay by Midpoint to supply one of the Services, that shall not entitle the Customer to terminate the Contract for the supply of any other Service or Services as the case may be (if any).

2.7. The Customer will be notified of any contractual modifications via their chosen method of communications, electronic or physical, with a minimum of 30 days' notice.

2.7.1. If the proposed modifications are not acceptable to the Customer, they need to notify Midpoint.

2.7.2. Midpoint will offer the Customer an alternative to the unaccepted modifications.

2.7.3. If this is still not accepted by the Customer, they may withdraw from the contract while giving the correct notice as stated in clause 18.2. or remain on the previous terms of the contract.

3. THE TRANSFER TO MIDPOINT

3.1. The Customer will be sent the full terms of contract along with the Agreement in Principle, followed by an Order Confirmation sent via the Customer's requested method of correspondence. Our full, latest Terms & Conditions are available on the website.

3.2. The Customer may cancel this Contract with no penalty any time within the transfer period (e.g. before the Services have transferred to Midpoint); this request can only be made by contacting our customer service number, 01908 665200, to ensure that the cancellation can be processed immediately.

3.2.1. If the Customer cancels outside the transfer period (once the Services have transferred to Midpoint), then the Customer must pay Midpoint for early termination (see clause 15.3.).

3.3. The Customer must inform Midpoint if they choose to cancel this contract within the transfer period. If no contact is received, Midpoint will charge to recover the costs incurred because of the cessation of this Service.

3.3.1. As the gaining provider, Midpoint does not accept the cancellation of this order by your existing provider, the losing provider, as this may be a result of Slamming.

3.4. Midpoint is not liable for any termination fees from the losing provider. It is the losing provider's responsibility to inform the Customer of any fees that may be incurred by the transfer.

3.4.1. Should Midpoint be able to offer a contribution towards the termination fee, the Customer must provide us with a copy of the termination fee statement or invoice, dated before the transfer took place.

3.4.2. The Customer must send this to Midpoint within 30 days of the transfer.

4. MIDPOINT OBLIGATIONS AND PROVIDING THE SERVICE

4.1. Midpoint will provide an Estimated Live Date for the Service and use reasonable endeavours to meet such date.

4.1.1. If applicable, Midpoint will agree the date following a survey of the Premises by Openreach Engineers. This survey does not necessarily constitute a site visit.

4.1.2. Activation on a specific date is not guaranteed and Midpoint will have no liability in respect of any failure to commence the supply of a Service by any given date. Such dates shall be estimates and failure to commence supply of a Service by any given date shall not constitute as a breach of Contract.

4.2. Midpoint may have to occasionally interrupt the Service or change codes but, in these cases, your Service will be restored as quickly as possible, and the Customer will be informed prior.

4.3. Midpoint may take instructions from a person if we have a good reason to think that he or she is acting with permission from the Customer.

4.4. In some cases, Midpoint will require written proof when vacating the premises in which the Customer's Service is provided. Continued use of the Service after the vacation of the property by any party will be deemed as acceptance of the existing contract.

4.5. Midpoint will comply with Applicable Law.

4.6. Midpoint will provide information relating to the Customer's use of the Service, to authorities, regulators, and law enforcement agencies, if it is legally required to; and

4.6.1. if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Network.

5. CUSTOMER OBLIGATIONS

5.1. The Customer will:

5.1.1. Co-operate with Midpoint in all matters relating to the Service.

5.1.2. Accept that occasionally Midpoint will provide instructions regarding the Service. The Customer must follow these instructions including but not limited to faults, preparation, and diagnostics. These may be required to enable the Customer to receive the Service promptly or other in accordance with the Contract.

5.1.3. Ensure that Midpoint is given the accurate and accurate information and materials as requested on the Agreement in Principle and at point of Contract start date.

5.1.4. Provide the names and contact details of Authorised Contacts, but Midpoint may also accept instructions from a person who Midpoint believes is acting with the Customer's authority.

5.1.5. Ensure that Midpoint is kept up to date of any changes within the company, such as any changes to authorised personal, changes of the billing address (electronic or postal), changes to contact details, moving location or any future requirements for the Services provided.

5.1.6. Authorise Midpoint to act on its behalf in dealings with third parties in connect with any matter that enables Midpoint to provide or continue to provide the Customer with the Service.

- 5.1.7.** Not resell the Service (unless expressly authorised to do so elsewhere in the Contract),
- 5.1.8.** Ensure that any hardware and software used by the Customers (and not provided by Midpoint as part of the Service) is properly installed, fit for purpose, properly licensed and compatible with the Service.
- 5.1.9.** Keep all usernames, passwords, and other security information secure (and change these and comply with such other directions as Midpoint considers necessary or desirable for security purposes)
- 5.1.10.** Notify Midpoint as soon as possible of any unauthorised access to its account or security details.
- 5.1.11.** Where applicable to the Service, get and maintain all consents, licences, permissions and authorisations required for Midpoint to provide the Service to a site, including for:
- a.** making alterations to buildings;
 - b.** getting into property;
 - c.** dealing with local authorities, landlords or owners;
 - d.** installing goods; or
 - e.** using the Service over the Customer's network or at a Site.
- 5.1.12.** not use the Service:
- a.** for any purpose that may be offensive, abusive, a nuisance, illegal, or fraudulent; or
 - b.** for the transmission for material that contains software viruses or any other disabling or damaging programs.
- 5.1.13.** Not do anything that causes the Network to be impaired or damaged or which may interfere with other users' use of the Network or of any part of the Service.
- 5.1.14.** Not use the Service in a way which is inconsistent with good faith commercial practice to Midpoint's detriment.
- 5.2.** The Customer warrants that they have the authority to enter the contract.

6. MANAGING/REPAIRING THE SERVICE AND EQUIPMENT

- 6.1.** Our Faults and Maintenance Policy is available on our website.
- 6.2.** Faults must be reported to Midpoint to raise and have investigated.
- 6.2.1.** The fault report date will be deemed the first date of the fault.
- 6.2.2.** Midpoint will respond in line with the level of repair Service the Customer has chosen, should a fault be reported.
- 6.3.1.** If Openreach and/or Midpoint agree to work outside the hours covered by the repair Service the Customer has chosen, the Customer must pay Midpoint additional charges for doing so.
- 6.3.2.** Additional time related charges may also be added. We will use our best endeavours to correct any defect or fault in the Services provided to you as rapidly as possible. To log this, contact our Customer Service and Fault team on 01908 665200.
- 6.4.** Our Maintenance Services shall not include or be deemed to include repair or maintenance to:
- 6.4.1.** Equipment that is faulty or has failed due (in whole or in part) to or caused by:
- a.** fair wear and tear;
 - b.** the Customer's (including its agents or workers) acts, operating errors, omissions, or default;
 - c.** fluctuations in electrical power or failure in air-conditioning;
 - d.** any failure of equipment or software attached to or integrated to the Equipment where such equipment or software was not supplied by Midpoint;
 - e.** vandalism, fire, theft, water, or lightning;
 - f.** any defect or error in software loaded on to the equipment;
 - g.** failure by the Customer (including its agents or workers) to adequately maintain any equipment or operate it in accordance with the manufacturer's specifications, guidelines, or recommendations; or
 - h.** any attempt by the Customer or any third party other than Midpoint or its duly authorised agents to repair, reconfigure, reprogram, or otherwise alter the equipment or any equipment or cabling attached to it.
- 6.4.2.** Ancillary items, including but not limited to, answerphones, analogue and digital phones or devices, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, any cabling and/or consumables unless otherwise agreed in writing; or
- 6.4.3.** The maintenance or repair of any extension wiring.
- 6.5.** In the event that Midpoint carries out any maintenance to any equipment which has, in its reasonable opinion failed or become faulty due (in whole or in part) to any of the circumstances in clause 6.4, Midpoint shall be entitled to charge additional fees for costs incurred.
- 6.6.** Should an Openreach engineer be required, and charges are applied, the Customer will be liable for the engineering call out charge if:
- 6.6.1.** you provide an incorrect address;
- 6.6.2.** entry is refused to the premises, or access cannot be gained by the engineer;
- 6.6.3.** it was agreed with you that the premises had to meet certain requirements so we could carry out the work, and it doesn't meet these requirements;
- 6.6.4.** following the reporting of a fault, an engineer attends your premises and discovers the fault was not due to our Services or equipment or, the reported fault was not presented;
- 6.6.5.** there are no persons present who have been authorised by you to make decisions or answer questions necessary to fix the faults;
- 6.6.6.** when you cancel a request for an engineering visit later than 12 hours before the appointment slot;
- 6.6.7.** we could have fixed the issue without sending an engineer if you'd had the ability to connect to the router with wired (Ethernet) connection;
- 6.6.8.** an engineer arrives at the premises to carry out the work you requested, but you no longer wish the work to be carried out; or
- 6.6.9.** any of the reasons listed in 6.6.1, 6.6.2 or 6.6.3.
- 6.7.** Midpoint cannot tell you if there is an engineer charge until the visit has been made to the premises.
- 6.7.1.** Engineer charges must be paid before they can be disputed with Openreach.
- 6.7.2.** If the dispute is successful, the charges will be credited back to the account the following month.
- 6.8.** Midpoint offers a Fault Cover Service which will cover any engineer charges for both line and broadband charges for £6.50 ex. VAT per month.
- 6.8.1.** Fault Cover does not cover the points shown in, 6.6.1, 6.6.2, 6.6.5, 6.6.6, 6.6.7 and 6.6.8.

6.8.2. This Service has a minimal term of 12 months when applied to an account. Should it be removed before this term, the Customer is liable for all engineer charges covered by the assurance.

6.8.3. Fault Cover can be used a maximum of 2 times per year.

6.9. Midpoint are not liable for fees incurred from third party engineers (including removing programming) and are not responsible for system maintenance or equipment.

6.10. Router Assurance provides a free replacement router in the event of a router fault or failure. This is limited as follows:

6.10.1. A maximum of 2 replacement routers will be supplied within any 12-month period.

6.10.2. Routers are configured remotely; if a site visit is required it will be chargeable.

6.10.3. Routers damaged by the Customer are not covered.

6.10.4. Our programming includes only basic configuration. Any complex configuration must be carried out on site.

6.10.5. Draytek routers provided for voice Services are not covered by Router Assurance.

6.10.6. Faults reported after 1pm will not result in a next day replacement.

6.10.7. Router Assurance will only cover the replacement of routers supplied by Midpoint.

6.10.8. Faulty or failed routers must be returned to Midpoint Communication. Failure to return routers will be charged at £45.00.

6.11. The Customer is responsible for the return of routers and other hardware; we recommend sending them by tracker and/or recorded delivery.

6.11.1. Refunds will only be issued after the router or other hardware have been received and checked for any damage.

6.11.2. The Customer may submit the postal receipt including the tracking number for this to be credited back to the account.

6.12. Midpoint is only responsible for supplying a broadband signal and working line to the premises. Any internal configurations or set up, such as networking, equipment, printers etc, are the responsibility of the Customer.

6.13. The Customer must fulfil any checks requested by the faults team for us correctly diagnose and clear any faults.

6.13.1. If checks are not completed by the Customer, we are not liable for any disruptions of business, additional time taken to clear any faults and charges from Openreach due to this.

6.13. Midpoint do not have a facility for compensation for consequential losses from Openreach, e.g., loss of earnings, inconvenience, wasted time or third-party costs. There is no path or escalation path for us to claim recompense for non-Openreach engineer visits, inconvenience or wasted time spent, regardless of who is at fault.

6.13. The Customer is eligible to claim back Service charges while they are faulty. For example, if broadband is not working for 5 days, the Customer can receive 5 days of broadband credited back to the account. This is based on the monthly broadband cost.

6.14. If an engineer appointment is missed or is refused access, there will be a charge of £99.00 ex. VAT.

6.15. If the Customer wishes to connect Equipment to our Services on the Openreach network, other than using the main telephone socket, the Customer must get Midpoint' permission.

6.16. Any Customer Equipment must be:

6.16.1. technically compatible with the Service and not harm the network or another customer's equipment; and

6.16.2. connected and used in line with any relevant instructions, standards, or laws.

6.17. Midpoint is not responsible for any equipment not provided by them.

7. ACCESS TO AND PREPARING THE PREMISES

7.1. The Customer agrees to prepare the Premises according to any instructions Midpoint and/or Openreach may give and provide Midpoint and/or BT with reasonable access to the Premises.

7.2. When Midpoint and/or Openreach's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.

7.3. If Openreach needs to cross other people's land or put Openreach Equipment on their property (for example a neighbour or landlord), the Customer agrees to obtain their permission.

7.4. Openreach will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Openreach.

7.5. The Customer agrees to provide, at its expense, a suitable place and conditions for BT Equipment and where required a continuous mains electricity supply and connection points.

7.6. The Customer agrees to look after any BT Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT or anyone acting on BT's behalf. Midpoint or anyone acting on Midpoint's behalf will look after the Customer's physical property as set out in section 6.

8. PRODUCTS - IP SERVICES

8.1. Customers will be asked to complete and return an 'Agreement in Principle' (AIP) before an order can be placed. This may be sent electronically or physically.

8.1.1. The information on this must be correct and up to date as any mistakes will cause delays on the orders.

8.1.2. The information provided by the Customer will be taken as is, therefore Midpoint is not liable for any errors caused.

8.1.3. The AIP and/or LOA will form part of your contract for these Services as well as these Terms and the Order Confirmation.

8.2. IP Licences are contracted from the activation date until the Service has been either through transfer, termination or cease.

8.2.1. The Customer has up 48 hours before activation date to change their minds on whether to continue with the installation/upgrade. Once this has been activated, a full termination fee will be incurred.

8.2.2. Should cancellation be received after the 48-hour cut off, Midpoint cannot guarantee the cancellation process will complete as works may have already been carried out and it may be passed the point of no return, therefore the Customer will have to pay any cancellation fees to reverse this.

8.3. The Customer may call Midpoint to upgrade or add additional licences.

8.3.1. Upgrading the Services may take 2 working days.

8.3.2. Adding additional licences may take 10 working days, but the Customer can request this to be expedited, waiving their cooling off period.

8.3.3. Upgrading licence types or adding additional licences will renew the original contract term. This will be confirmed in an Order Confirmation.

8.4. The UK minute packages only include UK local and national numbers and UK mobile (T-Mobile (EE), Orange (EE), Vodafone, 3 and O2 only).

8.4.1. Minute packages are applied per licence.

- 8.4.2.** Any calls outside of this package will be charged on a pence per minute basis.
- 8.5.** Hardware is contracted from the date of delivery.
- 8.5.1.** If the Customer changes their mind, they must pay the full contract term of the handsets plus a termination, restocking and cleaning fee.
- 8.5.2.** Hardware paid upfront is owned by the Customer and property of the Customer. They cannot be returned unless faulty and in warranty.
- 8.5.3.** Hardware paid monthly will be subject to their own contractual terms.
- 8.6.** Any additional handsets during the contractual term will have their own term and not affect the existing Service contract.
- 8.7.** Should any hardware need to be exchanged, equipment must be in the original packaging, not damaged and all components are present.
- 8.7.1.** Returned hardware must be tracked with proof of postage and returns form enclosed in line with clause 6.11.
- 8.7.2.** If hardware is not received by Midpoint, without proof of postage this is classed not returned.
- 8.7.3.** Midpoint is not liable for lost hardware.
- 8.8.** Customer has full access to the Service portal. User guides will be provided, and the support team can assist with any set up requirements.
- 8.8.1.** If the Customer requires any changes to be made to call direction, diversions, forwarding etc. they can make these changes via the portal or call the support team to make the changes on their behalf.
- 8.8.2.** Midpoint require a minimum of 4 hours of any changes made via email or 1 hour via telephone. Changes may be made faster but a longer notice period ensures that changes are made in time of requirement.

9. MISUSING THE SERVICE

- 9.1.** The Customer acknowledges that it is strictly forbidden to use the Service:
- 9.1.1.** To make offensive, indecent, menacing, nuisance, or hoax calls.
- 9.1.2.** Fraudulently, or in connection with a criminal offence.
- 9.2.** The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Midpoint can take if this happens is explained in section 13. If a claim is made against Openreach and/or Midpoint because the Service is misused in this way, the Customer must reimburse Midpoint in respect of any sums Midpoint is obliged to pay and any additional costs incurred.

10. BILLING

- 10.1.** Midpoint will send the Customer their first invoice shortly after the Service begins, and then at regular intervals, usually every month. There may be occasions that Midpoint may send the Customer an invoice at a different time such as for an upgrade, cease, termination or for additional equipment.
- 10.2.** Midpoint will send invoices for the Services provided to the Customers previously chosen preference, either electronically or physically.
- 10.2.1.** The email address will be taken from the Agreement in Principle or Verbal Agreement provided by the Customer.
- 10.2.2.** If the Customer is not receiving the invoices for any reason, it is the Customer's responsibility to notify Midpoint for it to be upgraded.
- 10.3.** Midpoint reserves the right to charge a monthly bill production for paper billing. If the Customer chooses to receive a paper bill, then a production charge of £2.50 ex. VAT will be added to the invoice. There will be no charge to receive a bill by email.
- 10.3.1.** The Customer can choose to receive invoices via email instead at any time.
- 10.4.** Payments may be made via direct debit, cheque, and bank transfer, free of charge.
- 10.4.1.** Payments may over the phone will be charge at £2.00 ex. VAT plus 2.5% of the transaction total.
- 10.5.** Direct Debits are taken on or just after 21st of each month, normally at least 7 days from the date of invoice. You must pay all charges and line rental by this date. If we have not received payment of your bill by the due date, you may incur late fees and risk Service restriction, as set out in section 11.
- 10.5.1.** If the Customer's direct debit does not clear, Midpoint will charge for each failed direct debit collection.
- 10.5.2.** Any failed direct debit charges will be automatically rescheduled for resubmission. The Customer will be notified of the new charge date.
- 10.5.3.** Payments will be retried 4 times before being cancelled.
- 10.6.** The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of Midpoint invoice.
- 10.7.** If you believe that you have been billed incorrectly or that there is an error on your invoice, the Customer will inform Midpoint, but the bill will be paid in the meantime while Midpoint reviews this. Should we find an error, you will receive credit on the next invoice.

11. CHARGES

- 11.1.** The Customer agrees to pay all charges for the Services provided by Midpoint as shown in the Standard Price List, Tariff Agreed, or any other charges agreed as calculated using the details recorded by Midpoint.
- 11.2.** Unless clause 11.3 applies, rental charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears. Where possible the charges will appear on the Customer's next invoice but if this is not possible, they may appear on a subsequent invoice.
- 11.3.** If the Customer orders a temporary Service, Midpoint may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
- 11.4.** In some cases, the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.
- 11.5.** 5p call connection charge applies to all calls except international and mobile calls where the connection charges of 10p or 12p apply. All prices quoted are ex VAT.
- 11.6.** Mobile rates refer to calls to: T-Mobile (EE), Orange (EE), Vodafone, 3 and 02 only.
- 11.7.** Local and National packages include only 01 and 02 numbers.
- 11.8.** An Openreach transfer charge of £15.00 will be applied to WLR line transfers once the Service transfer has completed.
- 11.9.** If the Customer exceeds the usage allowance on the broadband package, Midpoint will notify the Customer and increase the allowance by 1GB charged at £2.50 ex VAT until month's end.
- 11.9.1.** Should the Customer exceed the additional usage allowance, Midpoint will continue to provide additional usage until month's end.
- 11.10.** Should payment not be received:
- 11.10.1.** Within 7 calendar days of the invoice due date, we will add a late payment charge to your next bill.
- 11.10.2.** Within 15 calendar days of the invoice due date, the broadband Service will be restricted if applicable and a further late fee will be incurred.
- 11.10.3.** Within 28 calendar days of the invoice due date, the telephone Services will be restricted.

- 11.10.4.** A charge will be applied to your account for the temporary restriction placed on the telephone Services.
- 11.11.** Regular Service charges will continue to be charged during any period of restriction.
- 11.12.** Should payment become more than 10 days overdue, 3 months consecutively, the late fee will be increased.
- 11.13.** If no payment has been received from the Customer over a four-month period, the line may be ceased to stop any further fees or charges being incurred to the Customer or Midpoint.
- 11.13.1.** The Customer will incur a full termination when the Services are ceased due to non-payment, in the line with the remainder of the contract.
- 11.14.** The Customer will pay any reasonable costs that Midpoint incurs when recovering any amount that the Customer owes to Midpoint, including debt collection agency and legal costs.
- 11.15.** On termination of this agreement for whatever reason, you will immediately pay any outstanding invoices, including late and termination fees.
- 11.16.** Midpoint is not liable for the loss of the number(s) or any Services.

12. PRICES

- 12.1.** The Fixed Rate Guarantee is effective during the minimum contractual term, covering all fixed charges including line rental, broadband and call packages.
- 12.1.1.** These Charges may be amended in April of each year, by introducing an increase to all or any Charges by a percentage up to or equal to the Office for National Statistics' (or such other body to which the functions of that office may be transferred) UK Consumer Prices Index (CPI) rate for December of the previous year (published in January) plus 3.9%. If the CPI rate is negative, Charges will be increased by 3.9%. If the CPI is not published for the given month, Midpoint may use a substituted index published by that office for that month.
- As an example: Based on a) an increase of 9.3% being the CPI rate for December 2021 of 5.4% plus 3.9%, and b) Charges of £50 per month, the Customer's Charges would increase to (£50.00 x 1.093) £54.65 from its first April invoice. Following price increases would be calculated on the relevant CPI rate, but assuming the same rate, the Customer's Charges would increase to (£54.65 x 1.093) £59.73 from its second April invoice.
- 12.1.2.** These changes / amendments will not affect your contractual term.
- 12.2.** The Customer will be given notice should any changes or amendments be made to their Charges.
- 12.3.** Discounts quoted are for comparative purposes and guidance only and do not constitute any contractual representation or warranty. Liability for errors, omissions or consequential loss is expressly disclaimed. Prices shown exclude VAT, discounts, special offers, promotions, charges etc.

13. SUSPENSION OF SERVICE

- 13.1.** Midpoint may restrict or suspend any Service:
- 13.1.1.** For any maintenance, modifications, or technical failure of the Network or Service.
- 13.1.2.** To safeguard the security and integrity of the Network.
- 13.1.3.** For any breach of the Customer's obligations under this Contract, or any failure to pay Midpoint pursuant to the terms of any other contract between the Customer and Midpoint.
- 13.1.4.** If the Customer becomes subject to any of the events listed in this section, or if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 13.1.5.** If Bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgment of a Court on time or arranges with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.
- 13.2.** Midpoint shall keep all suspensions to a minimum and shall give the Customer prior notice of suspensions where reasonably practicable.
- 13.3.** If Midpoint restricts or suspends the Service due to non-payment:
- 13.3.1.** The Customer will continue to be liable to pay the Charges for the Service until the Service ends.
- 13.3.2.** Midpoint may charge the Customer to start the Service again.

14. CHANGES TO THIS CONTRACT

- 14.1.** Midpoint may change the Conditions (including the charges in the price list) to remain competitive. Any charges will be notified in writing and do not affect your fixed rate agreement.
- 14.2.** Midpoint will inform the Customer of any changes to the Conditions with a minimum of 30 days' notice.
- 14.2.1.** This includes Service and call charges, process changes and any other changes related to the Contract.
- 14.2.2.** Midpoint shall send the Customer the latest copy of the Conditions upon request.
- 14.3.** Any changes to the line rental, broadband, account names or premise location will renew the contract terms for the original term.
- 14.4.** The Customer must give Midpoint the correct notice, as set out in section 16, for any requested changes to the Contract.

15. TERM & TERMINATION

- 15.1.** This contract shall commence on the Live Date and shall continue until:
- 15.1.1.** it is terminated in accordance with its terms; or
- 15.1.2.** Midpoint is no longer providing any Services to the Customer and there are no outstanding orders or invoices for Services provided, cancellation, termination or installation charges or hardware provided.
- 15.2.** Either party may terminate the contract at any time by giving:
- 15.2.1.** a minimum of 90 days' notice in respect of any Service based on ethernet, DIA, EFM, FTTC, FTTP or IP.
- 15.2.2.** a minimum of 30 days' notice for any other Service.
- 15.2.3.** If the correct notice is not given, Midpoint will charge for all Services that are or would have been performed during the Notice period set out in clause 18.2.
- 15.2.4.** Should the Customer's Service remaining with active with Midpoint after the notice period has past, the Services will remain chargeable until the transfer or cease order has completed.
- 15.2.5.** Midpoint are not responsible for setting the date of a transfer of Services to another provider, this lies with the Gaining Provider.
- 15.3.** If the Customer terminates all or part of their contract with Midpoint during their minimum contractual period, they must pay the Termination Charges.

- 15.3.1.** For an IP solution or analogue telephone Service (such as PSTN, ISDN, Multiline and LLU line), the termination fee is equal to the remaining line rental or licence and call packages plus the recovery of any costs to Midpoint, payable for the remaining time of the contract.
- 15.3.2.** For a broadband Service, the termination fee is the remainder of the full cost of the broadband package for the remainder of the contract term plus the recovery of any costs to Midpoint for the disconnection of the broadband on the account.
- 15.3.3.** The Customer will forfeit any Service charges or equipment paid in advance.
- 15.4.** All monthly paid hardware still within their minimum term must be paid up to date plus the recovery of any costs to Midpoint for the early disconnection.
- 15.5.** Any termination fees must be paid for the account to be closed fully.
- 15.6.** The Customer can cease their Services by giving the notice periods in clause 15.2. Any third-party termination or disconnection fees that are charged to Midpoint will be passed to the Customer.
- 15.6.1.** Midpoint reserves the right to charge the termination fee in full for a cease line while in the contractual term, should it be ceased due to non-payment as set out in section 13.
- 15.6.2.** The cease charge must be received by Midpoint in full and all outstanding invoices paid before this can be actioned.
- 15.6.3.** Services will continue until payment of the cease charge has been received.
- 15.6.4.** The cease can take up to 30 days to complete.
- 15.7.** Midpoint will make Customers aware of the end of their contractual term 90 days prior by their chosen contact method, (electronic or physical). This will include:
- 15.7.1.** the date on which the minimum term ends;
- 15.7.2.** how to terminate the contract and any notice required after the minimum term of the contract;
- 15.7.3.** itemised Services being provided by Midpoint;
- 15.7.4.** any changes coming into effect after the minimum term of the contract; and
- 15.7.5.** the options available to the Customer after the minimum term of the contract.
- 15.8.** Any new installations to an existing account are bound by the contract terms of the original agreement and will update the contract term.
- 15.8.1.** If the new install is set up as new account, then the new line will be in a term agreed as per the order.
- 15.9.** Mobile SIM only – if a Mobile SIM customer wishes to terminate their agreement, this may be done via phone or email.
- 15.9.1.** Terminating the agreement before the end of the minimum term will result in a fee of 75% of the remaining contract.
- 15.9.2.** The Customer must give a minimum of 30 days' notice to cancel the existing agreement.
- 15.10.** If LLU Transfers or new Installation engineer appointments are not cancelled within the 14 days cooling off period, they are chargeable from midnight on the live date.
- 15.10.1.** If the engineer appointment is missed or sent away, there will be a charge of £99.00 exc. VAT.
- 15.10.2.** The Customer must notify us if they wish to reschedule or cancel an appointment with as much notice as possible as they can go past the point of no return.
- 15.10.3.** Notification given less than 24 hours prior to appointment slot may not be able to be changed due to being past the point of no return.

16. NOTICE

- 16.1.** Both parties must give the correct notice period for any changes or modifications on the account. Notices are required for numerous reasons:
- 16.1.1.** Moving premises/internal relocation – a minimum of 10 working days.
- 16.1.2.** Service Cease/transfer – as stated in clause 15.2.
- 16.1.3.** New installations required – a minimum of 10 working days.
- 16.1.4.** Additional features to be added – same day (within office hours).
- 16.1.5.** Removal of features – 30 days' notice, unless agreed otherwise.
- 16.1.6.** Change of call packages – 30 days' notice.
- 16.1.7.** Change of ownership/account management – we must be made aware immediately.
- 16.2.** The Customer must make Midpoint aware of any changes to the business name or premises so that the account remains up to date.
- 16.3.** Should the parties need to write to each other, they must do so as follows:
- 16.3.1.** To Midpoint at the address shown on the bill or any address which Midpoint provides to the Customer.
- 16.3.2.** To the Customer at the address to which the Customer asks Midpoint to send invoices, the address of the Premises or, if the Customer is a limited company, its registered office, unless provided with an alternative.
- 16.4.** Save whether specified otherwise, any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be:
- 16.4.1.** delivered to the other party personally; or
- 16.4.2.** sent by prepaid post, recorded delivery or by commercial courier, at its registered office (where sent by the Customer) or the billing address set out in the Order Form (where sent by Midpoint); or
- 16.4.3.** sent by email to hello@midpointcommunications.co.uk (where sent by the Customer) or to the billing email address set out in the Order Form (where sent by Midpoint); or
- 16.4.4.** sent to such other address or email address as a party may have specified to the other party in writing in accordance with the clause 16.3.2.
- 16.5.** Any notice or other communication shall be deemed to have been duly received if delivered personally when left at such address or, if sent by prepaid post or recorded delivery at 9:00am on the second Business Day after posting or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. Notices sent by email will be deemed served one Business Day after transmission.
- 16.6.** The provisions of this section shall not apply to the Service of any proceedings or other documents in any legal action.

17. LIMITS OF LIABILITY

- 17.1.** Midpoint will not be liable if it fails to do something under the Contract, to the extent that its failure is due to:
- 17.1.1.** the Customer's failure to carry out, delay in carrying out, any of its obligations under the Contract, in which case the Customer will pay Midpoint for any costs and losses sustained or incurred as a result of such failure or delay;
- 17.1.2.** anyone other than Midpoint or one of its subcontractors or suppliers doing something, or not doing something, they need to do; or
- 17.1.3.** any restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

17.2. Subject to clause 17.3:

17.2.1. Neither party shall be liable under any circumstances to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connect with the Contract for:

- a. any loss of profits, sales, business, or revenue;
- b. loss or corruption of data, information, or software;
- c. loss of business opportunity;
- d. loss of anticipated savings;
- e. loss of or damage to goodwill; or
- f. any indirect or consequential loss.

17.2.2. Each party's total liability to the other arising in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of:

- a. the amount paid by the Customer to Midpoint under the Contract in the 12 months prior to the date the loss arose; or
- b. £10,000.

17.3. Nothing in these conditions shall limit or excluding Midpoint liability for:

17.3.1. death or personal injury resulting from negligence of its employees, agents, or subcontractors;

17.3.1. fraud or fraudulent misrepresentation; or

17.3.2. any other matter for which it would be unenforceable or invalid to seek to limit or exclude liability.

17.4. The Customer's obligations to make payments to Midpoint pursuant to the Contract are in addition to and will not be counted towards the limitations set out in clause 17.2.2.

17.5. Midpoint cannot guarantee that the Service will never be faulty. However, Midpoint accepts liability if it is late in providing the Service or repairing a Service Failure as set out in the terms of this Contract.

17.6. Each provision of this Contract that excludes or limits Midpoint liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.

17.7. Section 17 shall survive termination of the Contract.

18. MATTERS BEYOND MIDPOINT'S REASONABLE CONTROL

18.1. Sometimes Midpoint may be unable to do what it has agreed because of something beyond its reasonable control.

18.2. If this happens, Midpoint is not liable to the Customer. However, Midpoint will try to provide Call Diversion to the Customer. If Midpoint cannot do this then the Customer is entitled to a rental refund for any whole or part day, that there is a Service Failure.

18.3. The Customer must ensure they have reviewed their contractual obligations from their current supplier. We can in no way be held accountable for any early termination fees that may be issued from the old supplier because of a transfer to Midpoint.

19. AVAILABILITY

19.1. Standard Support Hours

19.1.1. Unless expressly stated otherwise in an Order or Schedule, Midpoint standard support hours for the provision of on-site support Services 9:00am to 5:30pm (less one hour for lunch) on Mondays – Thursday and 9:00am to 5:00pm on Fridays, excluding Bank Holidays.

19.1.2. Engineers will work on varying shift patterns within the hours stated above. This means that individual engineers do not necessarily work from 9:00am – 5:30pm daily.

19.2. Out of Hours – subject to agreement in advance (including as to additional charges), Midpoint can provide remote support outside of Standard Support Hours

19.3. The Customer is responsible for giving Midpoint authority to deal with its third-party suppliers on behalf of the Customer. When such authority has not been provided, the support that can be provided by Midpoint may be limited.

19.4. When remote support cannot resolve an incident and on-site support is required, the on-site visit will take place during Standard Support Hours within any agreed response times.

19.5. When a Customer has an incident that is being worked on but remains unresolved at close of Standard Support Hours, support will resume when Standard Support Hours re-open.

20. GOODS – ORDERING AND DELIVERY

20.1. The Customer is responsible for ensuring that the Goods are correct and appropriate for the Customer's intended use and requirements.

20.1.1. The Customer must inform Midpoint of any uses that they may have that may affect the usage of the Goods and/or Services.

20.2. Midpoint reserves the right to amend the specification or model of any of the Goods if required by any applicable statutory or regulatory requirements, if the manufacturer changes such specification or discontinues such model, or if stock of such model becomes otherwise unavailable, between the date of the Order and the time of despatch. Midpoint will endeavour to ensure that any such substituted Goods will be of equal or better quality.

20.3. Any lead times or dates quoted for delivery of the Goods are approximate only, and time of delivery is not of the essence. The Goods may be delivered by Midpoint in advance of any dates quoted for delivery of the Goods.

20.4. Delivery of the Goods shall be completed on the arrival of the Goods at the relevant Site or other address agreed between the Customer and Midpoint.

20.5. The Customer is under a duty to inspect the Goods on delivery.

20.6. Delays in the delivery of Goods shall not entitle the Customer to:

20.6.1. Refuse to take delivery of the Goods.

20.6.2. Claim damages.

20.6.3. Terminate all or part of the Contracts.

20.7. Midpoint shall have no liability for any failure to deliver, or delay in delivering, the Goods to the extent that any failure is caused by a Force Majeure Event, the Customer's failure to provide Midpoint with adequate delivery instructions for the Goods or the Customer's failure to comply with any reasonable instruction related to the delivery of the Goods.

20.8. If the Customer fails to take delivery of the Goods within 3 Business Days of Midpoint notifying the Customer that the Goods are ready and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on the date quoted from delivery;

20.8.1. delivery of the Goods shall be deemed to have been completed at 9:00am on the fourth Business Day following the day on which Midpoint notified the Customer that the Goods were ready; and

20.8.2. Midpoint shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).

20.9. If 5 Business Days after Midpoint notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Midpoint may resell or otherwise dispose of part or all of the Goods.

21. GOODS – WARRANTIES, REPLACEMENTS AND RETURNS

21.1. The Goods, where new, are provided with the benefit of and subject to the manufacturer's warranty and guarantee (Manufacturer's Warranty). Details of the Manufacturer's Warranty are set out on the relevant manufacturer's website or in the user guide or license relating to the Goods (including the duration of any warranty period).

21.2. Except as provided in this section, Midpoint shall have no liability to the Customer in respect of the failure of Goods to comply with the applicable Manufacturer's Warranty.

21.3. Subject to clause 21.4 and any additional terms set out in a Schedule, Midpoint shall not be under any obligation to exchange, repair or replace Goods or provide any refunds.

21.4. Where Goods supplied to the Customer are or become faulty during the Manufacturer's Warranty period and for a reason covered by the Manufacturer's Warranty (which excludes the Customer's acts, omissions or misuse):

21.4.1. The Customer should report the fault to the Midpoint Support team on 01908 665200 or by email at support@midpointcommunications.co.uk.

21.4.2. The Customer must re-package the faulty Goods and ensure that such Goods and all original accessories are returned to Midpoint at the Customer's cost and risk by such post or courier Services as shall ensure proof of delivery and sufficient insurance to cover the value of the Goods to Midpoint, Challenge House, Sherwood, Bletchley, MK3 6DP (or as otherwise directed by Midpoint).

21.4.3. Midpoint shall inspect the returned Goods and may return them to the manufacturer.

21.4.4. Midpoint may, at its sole discretion and subject to inspection of the faulty Goods, elect to either:

- a. provide replacement Goods (subject to clause 21.5); or
- b. refund such sum as Midpoint reasonably considers to be the current market value of the faulty Goods.

21.5. The Customer acknowledges that, where it is determined (either by Midpoint acting reasonably, or by the manufacturer) that the fault is not covered by the Manufacturer's Warranty the Customer remains liable for any sums outstanding in respect of such Goods and:

21.5.1. where the faulty Goods can be repaired:

- a. the Customer shall return to Midpoint any replacement Goods supplied pursuant to clause 21.4.4 (at the Customer's cost and risk) or pay Midpoint the full cost of such replacement Goods; and;
- b. at the Customer's option, Midpoint shall either:
 - repair the faulty Goods and the Customer shall pay the costs of repair; or
 - return the faulty Goods to the Customer at the Customer's cost and risk

21.5.2. where the faulty Goods cannot be repaired, the Customer shall pay Midpoint the full cost of any replacement Goods supplied pursuant to clause 21.4.4.

21.6. The Customer acknowledges and accepts that it is solely responsible for ensuring the backup of any important or confidential data stored on the Goods prior to their return to Midpoint and the Customer agrees that Midpoint will not be liable if any such data is lost or corrupted during any process set out in clauses 21.4 and 21.5.

21.7. Notwithstanding the foregoing provisions of this section, no liability will be accepted under any Goods warranty or guarantee where any Customer invoice is overdue.

22. GOODS – RISK AND TITLE

22.1. The risk in the Goods shall pass to the Customer on completion of delivery.

22.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Contract, legal and beneficial title to the Goods shall not pass to the Customer until:

22.2.1. in respect of Goods for which Midpoint has invoiced the Customer, Midpoint has received payment in full (in cash or cleared funds) for those Goods or;

22.2.2 in respect of Goods which Midpoint has discounted (in full or in part), Midpoint has received payment in full (in cash or cleared funds) of all sums due from the Customer for the Minimum Term.

22.3. Until title to the Goods has passed to the Customer, the Customer shall:

22.3.1. Keep accurate records of the location or keeper of the Goods.

22.3.2. Maintain the Goods in satisfactory condition and in accordance with the relevant manufacturer's warranty, guarantee and user guide.

22.3.3. Keep them insured against all risks for their full replacement value from the date of delivery.

22.3.4. give Midpoint such information relating to the Goods as Midpoint may require from time to time.

22.4. If, before title to the Goods passes to the Customer, Midpoint reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy Midpoint may have, Midpoint may at any time:

22.4.1. require the Customer at the Customer's own cost and expense to deliver up the Goods in its possession; or

22.4.2. without future notice enter any premises of the Customer or of any third party where the Goods may be kept or stored to recover them.

22.5. The Customer shall always ensure that any and all parties that seek to assert any right or claim against the Customer are made fully aware that the Goods are subject to reservation of title by Midpoint and that the Goods are not the property of the Customer.

22.6. If, for whatever reason, any party seeks to assert any right or claim against the Customer or the Goods, the Customer shall at its own cost and expense defend any such right or claim such as the preserve the reservation of title of the Goods and/or at Midpoint request join any proceedings brought by Midpoint in relation to the Goods.

23. COMPLAINTS AND RESOLVING DISPUTES

23.1. If the customer wishes to make a complaint about the Service, the Customer must follow the Complaints Procedure which can be found on the Midpoint website at <https://www.midpointcommunications.co.uk/wp-content/uploads/2023/04/Terms-and-Conditions-03.23-2.pdf>.

24. DATA PROTECTION

24.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This section is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.

24.2. The parties acknowledge that for the purposes of the Data Protection Legislation, Midpoint is the Controller in limited circumstances, including:

24.2.1. processing traffic data for the purposes of calculating Charges and understanding communication flow through the Network; and

24.2.2. administering and managing the Services and the Contract, in which case Midpoint shall carry out processing in accordance with its Privacy Policy.

24.3. Subject to clause 24.2, the parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Midpoint is the Processor.

24.4. This clause sets out the scope, nature and purpose of processing by Midpoint, the types of Personal Data and categories of Data Subject being processed for the purposes of the Contract:

24.4.1. Subject Matter – The processing of the Data Subjects' Personal Data in order to provide the Customer (and the Data Subjects) with Goods and/or Services pursuant to the Contract.

24.4.2. Duration – Throughout the term of the Contract.

24.4.3. Categories of data – Any Personal Data transferred by the Customer to Midpoint under this Contract, including, but not limited to title, full name and job title.

24.4.4. Categories of Data Subjects – Employees of the Customer (or such other persons authorised by the Customer to make use of the Services).

24.4.5. Nature of processing – Storing and using the information to fulfil the Contract.

24.4.6. Purposes of processing – To provide the Customer (and the Data Subjects) with Goods and/or Services pursuant to the Contract.

24.5. Without prejudice to the generality of clause 24.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to Midpoint for the duration and purposes of the Contract, and will transfer to Midpoint only the Personal Data that Midpoint requires in order to perform its obligations under the Contract.

24.6. Without prejudice to the generality of clause 24.1, Midpoint shall, in relation to any Personal Data processed by Midpoint in connection with the Contract:

24.6.1. Process the Personal Data only in accordance with the Contract unless Midpoint is required by Applicable Law to otherwise process that Personal Data.

24.6.2. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and Services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

24.6.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.

24.6.4. Not transfer any Personal Data outside of the United Kingdom, unless the prior written consent of the Customer has been obtained (which shall include the consent obtained from the Customer pursuant to clause 24.7) and the following conditions are fulfilled:

- a. The Customer or Midpoint has provided appropriate safeguards in relation to the transfer.
- b. The Data Subject has enforceable rights and effective legal remedies.
- c. Midpoint complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
- d. Midpoint complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

24.6.5. Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

24.6.6. Notify the Customer without undue delay on becoming aware of a Personal Data breach.

24.6.7. At the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of Contract unless required by Applicable Law to store the Personal Data.

24.7. Data Protection Liability and Indemnity

24.7.1. The Customer shall indemnify and keep indemnified Midpoint in respect of all Data Protection Losses suffered or incurred by, awarded against, or agreed to be paid by Midpoint and any Sub-Processor arising from or in connection with any:

- a. non-compliance by the Customer with the Data Protection Legislation; or
- b. breach by the Customer of any of its obligations under section 24, except to the extent Midpoint is liable under clause 24.7.2.

24.7.2. Midpoint shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Contract:

- a. only to the extent caused by the processing of Personal Data under the Contract and directly resulting from Midpoint's breach of section 24; and
- b. in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of the Contract by the Customer.

24.7.3. If a party receives a compensation claim from a person relating to processing of Personal Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:

- a. make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
- b. consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under the Contract for paying the compensation.

24.7.4. The parties agree that the Customer shall not be entitled to claim back from Midpoint any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify Midpoint in accordance with clause 24.7.1.

24.7.5. The clause 24.7 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Legislation to the contrary, except:

- a. to the extent not permitted by Applicable Law (including Data Protection Legislation); and
- b. that it does not affect the liability of either party to any Data Subject.

25. ANTI-BRIBERY

25.1. Each party will comply in all respects with the Bribery Act 2010 and other relevant Applicable Law, regulations and sanctions relating to anti-bribery and anti-corruption. Each party will maintain adequate procedures designed to prevent bribery and appropriate anti-bribery and corruption policies and procedures.

26. GENERAL

26.1. Force Majeure –

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the Contract immediately by giving Notice to the affected party.

26.2. Assignment and other dealings –

26.2.1. Midpoint may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

26.2.2. The Customer shall not, without the prior written consent of Midpoint, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

26.3. Confidentiality –

26.3.1. Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by clause 26.3.2.

26.3.2. Each party may disclose the other party's confidential information:

- a. to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purpose of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 26.3; and
- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

26.3.3. The provisions of this clause 26.3. shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

26.4. Entire Agreement –

26.4.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

26.4.2. The Customer acknowledges that it has not relied on, and shall have no remedies in respect of, any statement, promise, representation, assurance, or warranty made or given (whether innocently or negligently) by or on behalf of Midpoint that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

26.4.3. Any samples, drawings, descriptive matter, or advertising issued by Midpoint and any illustrations or descriptions of the Service on Midpoint' website are issued or published for the sole purpose of giving an approximate idea of the Service described in them. They shall not form part of the Contract or have any contractual force.

26.4.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

26.4.5. Midpoint' employees or agents are not authorised to make any representations concerning the Service unless confirmed by Midpoint in writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

26.4.6. Any typographical, clerical, or other accidental errors or omissions in Order and/or any sales literature, quotation, price list, invoice or other document or information issued by Midpoint shall be subject to correction without any liability on the part of Midpoint.

26.5. Waiver –

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not.

26.5.1. waive that or any other right or remedy; or

26.5.2. prevent or restrict the further exercise of that or any other right or remedy.

26.6. Severance –

If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision of part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

26.7. Third Party Rights –

26.7.1. The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

26.7.2. No one other than a party to the Contract shall have any right to enforce any of its terms.

26.8. Transferring This Contract

26.8.1. The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

26.8.2. Contracts relating to a Limited Company will remain against the Company if ownership changes.

26.8.3. Contracts against a particular Service may be transferred to another person only with the authorisation from both the Customer and Midpoint.

26.9. Governing Law and Jurisdiction –

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

27. MIDPOINT TERMS AND CONDITIONS FOR BUSINESS LINE RENTAL & CALLS

27.1. These terms and conditions apply to new/upgraded customers immediately and existing customers are effective from the implementation date of 7th July 2023.



BILLING AND DEBT COLLECTION – FOR RESIDENTIAL CUSTOMERS ONLY

At Midpoint Communications, we understand that sometimes circumstances change and can affect your finances unexpectedly. This is why we ask, if you are unable to pay your invoice by the due date shown on your bill, you contact us as soon as possible on 01908 665200. This will allow us to see what options are available to you, we do not recommend leaving the balance unpaid without speaking to us as you may incur additional costs.

Options Available to You

If you regularly have problems making payments on time or paying in full, you owe a substantial amount or we have reason to believe that there is a high risk that you won't pay your bills, we may recommend that you use a more structured way to pay.

We may offer you one of the solutions below;

1. Repayment Plan

Having a payment plan in place will allow you to pay the amount that you owe over an agreed period by spreading the outstanding amount over an extended period. This will need to be paid along with the future invoices to ensure that further debt is not incurred. The payment plan will be added to your regular service charges. We may request that you make an upfront payment depending on what is affordable to you, we will take your previous payment history into account when agreeing any payment plan.

2. Rate Review

We may look at your package with you to see if there are any services not being used, or if there is anywhere we can reduce your regular service charges. This will help you by giving you a lower monthly outgoing and help you get back on top of your payments.

3. Restricting Premium Services

You may be advised to restrict premium-rate services by stopping any premium rate calls being made from the landline. You can also stop incoming and/or outgoing calls if you feel that the call charges are adding to your payment issues.

Paying Your Invoice Late

If you can't pay your invoice and you haven't contacted us about it, we will try to contact you by phone and email. We will also restrict your service and you won't have any use of it until you have paid your outstanding balance.

If we don't get your payment after sending the first reminder, there are some steps that we will take.

- Remind you that the payment is due. We will do this via telephone and email.
- Send you a reminder letter at least seven days before we restrict your services.
- Charge you a late-payment charge
- Restrict your services. This means you won't be able to use the broadband and/or telephone.

If this happens, we may also;

- Charge you any late fees that may have been incurred while the balance has been unpaid
- Add a termination fee to your account in line with your terms and conditions
- Pass on your details to a debt collection agency who may add their own charges and fees to recover the debt

Disconnecting Your Services

We will do everything possible to avoid disconnecting your services. If we do, we won't reconnect your service until we've received full payment of the amount you owe. We will also charge for reconnecting your line, this will be added to the outstanding balance. Payment can be taken by various methods.

We can disconnect your service in the following situations if the services have been restricted and;

- You still don't pay that amount
- We can't contact you to talk about it
- You won't agree to, or you fail to keep to a payment arrangement.

We will re-establish your full services, once the full payment has been made, including the reconnection fee.

If you don't pay the overdue amount after we've cut off your service, we'll end your agreement with us. We will also charge you for all your services for the full term of your agreement. We will pass the details of the overdue balance to a debt collection agency so they can collect the money for us, and we will charge you our costs for hiring the agency. This is explain on the 'termination notice' we send you.

Debt collection agencies are professional members of a recognised association responsible for regulating the debt collection industry. They're licensed to do this work by the Office of Fair Trading and Financial Conduct Authority.

Midpoint Savers Package

You may be eligible for our Midpoint Savers Package. This is a low-cost solution for basic line rental and a monthly call allowance included. This is available for customer who get.

- Income Support
- Income-based Jobseeker's Allowance
- Pension Credit (Guaranteed Credit)
- Employment and Support Allowance (income-related)
- Universal Credit (and are on zero earnings)

Helping Hand Scheme

If you have a disability, or are housebound and at risk without your phone or broadband services, this free scheme ensures that your services won't be cut off if you forget to or can't pay your bill due to exceptional circumstances such as;

- An illness that requires a stay in hospital
- Alzheimer's or another dementia
- Any other cognitive condition

If you'll be at risk without a phone service, we want to help ensure that you keep your service.

The helping hand scheme allows another person (such as a relative, friend, carer or adviser) to help solve problems and delay any disconnection. Once registered, we will inform you and the authorised person, if the invoice remains unpaid and we will work with you or your representative to agree payments terms (e.g. amounts and dates these need to be paid by.)

There is no charge for this scheme, and the person helping you isn't responsible for paying the bill. You will both be reminded of any outstanding balances and of your responsibilities under this scheme.

Contact Us

If you have any questions or would be interested in taking up any of the solutions available in this document, please contact us on;

Email us – hello@midpointcommunications.co.uk

Call us - 01908 665200

Write to us - Midpoint Communications, Challenge House, Sherwood Drive, Bletchley, MK3 6DP

Further Help

If you require further help, there are several organisations offering free, independent advice if you're struggling to pay your bills, for example.

- Citizens Advice Bureau www.citizensadvice.org.uk
- StepChange: www.stepchange.org/
- Money Advice Trust: www.moneyadvicetrust.org/



Sales and Switching Policy

We give our employees that right training to ensure that you are sold the right products for your requirements and that you know exactly what you are buying. All our salespeople follow the rules and regulations to make sure that you're protected.

Sometimes things can go wrong and when this happens, we want to know immediately so that we can put it right. Contact us on 01908 665200 and let us know.

Landline and Broadband Switching

At Midpoint Communications, we have processes in place to ensure customers can easily change their service, this includes customers moving home, changing the existing services that they are receiving from us and customers deciding to leave Midpoint Communications. This covers all services such as WLR landline, IP services, broadband, SIM's and hardware. We will always give our customers the relevant and accurate information they require regarding the services provided and ensure that we have the customer's consent to make the changes.

Customers can switch by placing an order with a new provider; they are not obligated to contact the losing provider if they choose not to.

Where a customer is switching away from us, they will receive a letter or email depending on the customers chosen preference which will explain the details of the switch over, any termination costs that will be incurred, the services that will be impacted and date that the change will be taking place. The customer shall be informed of when the termination fee will be due and the method the payment needs to be received.

The customer will be required to pay any termination fees if the account is still in contract in line with the terms of the contract. The information will be sent to you promptly to ensure that you have ample time to review the switch over information and the costs (if any) incurred by this.

Should the customer change their minds and wish to remain as they are, they are able to either request the order to be cancelled with the other provider or inform Midpoint Communications so that they can cancel the order in time. If the order is past the point of no return, it is the gaining providers responsibility to cancel the order with Openreach.

Mis-selling and Slamming

Customers have informed us previously that they have been transferred to another provider without their knowledge or consent – this is a practice known as mis-selling or slamming. Ofcom have General Conditions that prohibits underhand sales and marketing activities which applies to domestic and small business landline and broadband customers.

Midpoint Communications adhere for conditions C7 and C8 to ensure that our customers are fully aware of any account changes and activities that take place to protect our domestic and small business customers when switching their services when moving to our services from another provider, staying with Midpoint Communications while moving location, changing services with us or switching to another provider. This also includes switching mobile provider whether or not the customer wishes to keep their existing number or not.

Midpoint Communications are permitted to use what is called the 'Cancel Other' process in an effort to prevent slamming. Before using this process, we will take reasonable steps to establish that Slamming and/or Failure to Cancel has actually taken place.

Terms of use

"Cancel Other" means the industry term for a functionality that enables the Losing Communications Provider to cancel wholesale orders (during the Transfer Period) placed by the Gaining Communications Provider which can only be used in the circumstances set out in Ofcom's General Condition 22.

“Slamming” means where a request for telephony services has been made without the Customer’s express knowledge and/or consent; that is in the following circumstances:

- (i) where the Customer has never been contacted by the Gaining Communications Provider;
- (ii) where the Customer has been contacted by the Gaining Communications Provider, but has not given the Gaining Communications Provider authorisation to transfer some or all of their telephone calls and/or line rental to the Gaining Communications Provider;
- (iii) where the Customer has agreed to purchase a product or service from the Gaining Communications Provider and the Gaining Communications Provider has submitted a request for a different product or service which the Customer has not agreed to purchase; or
- (iv) where the Customer has agreed to transfer some or all of their telephone calls and/or line rental to the Gaining Communications Provider having understood, as a result of a deliberate attempt by the Gaining Communications Provider to mislead, that they are making an agreement with a different Communications Provider;



BILLING AND DEBT MANAGEMENT POLICY – FOR BUSINESS CUSTOMERS ONLY

At Midpoint Communications, we strive to provide you with a high-end service for your communications needs, and this is a service that you must pay for. In this policy document, we describe how we ask for payments and the help that we can give you if you have problems paying your invoices. We also explain what action we'll take if you don't pay. We aim to help you by;

- Encouraging people to pay their invoice in full and on time.
- Ensuring you are aware of your account activity and actions taken when invoices are not paid on time.
- Keeping debt to a minimum and restricting service where necessary

Payments

You must pay your invoice by the 21st of each month, alternatively you can request a change of payment date between the 21st and last working day of the month. The payments must be cleared with us by the due date.

You will pay the full amount of each invoice to Midpoint Communications, without any set-off, counterclaim, deduction or withholding, unless you legally have to or have been authorised to do so by Midpoint Communications.

If you are unable to pay by the date shown on your bill (your agreed payment date), it is important that you contact us straight away. The earlier we know that you're having payment problems, the more help we can give you. You can call us on 01908 665200.

If you're going away for a long time, and you might miss a bill, please tell us. This is so we can avoid any interruption to your services and additional fees.

We prefer you to pay by direct debit and for certain tariffs this is required as part of your contract. This means you can pay for your services on a day of your choice, and we won't take the money from your bank (or building society) account any earlier than eight calendar days after the bill is produced.

The number of days to pay each invoice may be reduced to five days when there is a one off payment due in order to proceed with an account change, upgrade, cease or termination.

When making any payments which are covering more than one invoice, you will need to make Midpoint Communications aware which amounts apply to which invoice. If we are not notified, we will apply the payments to the oldest unpaid invoices.

If We Don't Receive Your Payment On Time

If we don't get your payment by the due date, we'll do the following.

- Attempt to contact you and tell you that the payment is due. We will do this via telephone, email and/or letter.
- Letters will be sent to the installation address, unless requested otherwise.

You will receive two reminders each month of the outstanding balance each month.

If we don't receive the payment, we will do the following;

- 7 days overdue – a late-payment fee will be applied to your account
- 15 days overdue – a further late-payment fee will be applied to your account and the broadband service will be restricted if applicable.
- 28 days overdue – the telephone services will be restricted
- You will receive regular reminders via telephone and email of the outstanding balance and the various payment methods.

We monitor customers who regularly delay payments and we may take further action.

If you pay an overdue amount by non-direct debit, such as cheque or bank transfer and the payment isn't received by us, we'll proceed as if you haven't made a payment and charge you an administration fee to cover our costs.

Disconnecting Your Services

We will do everything possible to avoid disconnecting your services. If we do, we won't reconnect your service until we've received full payment of the amount you owe. We will also charge for reconnecting your line, this will be added to the outstanding balance. Payment can be taken by various methods.

We can disconnect your service in the following situations;

- If you gave us incorrect or incomplete information when you applied for the service
- If we ask you to pay for a service in advance and payment isn't received
- If you break your agreement with us or we believe that your service is being used in a way that is forbidden by your agreement
- If you've had your service restricted so you can only use the telephone services and you still don't pay the outstanding balance
- You won't agree to, or you fail to keep to an arrange payment plan or agreement
- If we suspect fraud. (If we notice an usually high number of calls being made from your phone line, we may restrict your service immediately to avoid the build-up of further debt until we can contact you and find out the reasons for the high number of calls. If appropriate, we'll investigate further to find out if fraud is taking place. We can prosecute in all cases of fraud.)

If you don't pay the overdue amount after we've cut off your service, we'll end your agreement with us. We will also charge you for all your services for the full term of your agreement. We will pass the details of the overdue balance to a debt collection agency so they can collect the money for us, and we will charge you the costs for hiring the agency. We'd explain this on the 'termination notice' we send you.

Debt collection agencies are professional members of a recognised association responsible for regulating the debt collection industry. They're licensed to do this work by the Office of Fair Trading and Financial Conduct Authority.

Further information regarding the reconnection charge is shown in the terms and conditions of your contract. If you are cut off by mistake, you won't have to pay a reconnection charge.

We will notify you before your services are restricted and why, we will also inform you of how to have your services reinstated.

Options Available to You

If you regularly have problems making payments on time or paying in full, you owe a substantial amount or we have reason to believe that there is a high risk that you won't pay your bills, we may recommend that you use a more structured way to pay.

We may offer you one of the solutions below;

1. Repayment Plan

In having a payment plan in place, this will allow you to pay the amount that you owe over an agreed period, spreading the outstanding amount over an extended period. This will need to be pay along with the future invoices to ensure that further debt is not incurred. The payment plan will be added your regular service charges. We may request that you make an upfront payment depending on what is affordable to you, we will take your past payments into account when agreeing the payment plan.

2. Rate Review

We may look at your package with you to see if there are any services not being used, or if there is anywhere we can reduce your regular service charges. This will help you by giving you a lower monthly outgoing and get back on top of your payments.

3. Restricting Premium Services

You may be advised to restrict premium-rate services by stopping any premium rate calls being made from the landline. You can also stop incoming and/or outgoing calls if you feel that the call charges are adding to your payment issues.

Remember to inform us straight away if you can't make your payment on time.

Your Responsibilities

As our customer, you have responsibilities to us and we expect the following;

- You should make sure we receive full payment of your bill by the due date
- If there is a reason why you can't pay your bill, or if you need more time to pay, you should let us know straight away.
- If you disagree with any item on your bill, you should let us know as soon as you receive the bill. If the invoice can not be regenerated or needs further review, you will need to pay the outstanding balance and then a credit can be applied to your account if there have been any errors.
- If you change your email address where we usually send your bill, please tell us so we can ensure that your account is updated to ensure you receive your monthly invoices, otherwise costs may be incurred.
- If you plan to be away from your address for an extended period and usually receive your invoices in the post, please tell us so we can update your account during this time.

Contact Us

If you have any questions, please contact us on;

Email us – hello@midpointcommunications.co.uk

Call us - 01908 665200

Write to us - Midpoint Communications, Challenge House, Sherwood Drive, Bletchley, MK3 6DP



COMPLAINTS POLICY

Policy Statement

At Midpoint Communications, we believe that if a customer wishes to file a complaint or express dissatisfaction, it should be easy for them to do so. It is Midpoint Communications policy to receive complaints and consider them as an opportunity to learn, adapt, improve, and provide a better service.

In addition, a quick resolution of complaints, in a way that respects and values the person's feedback, can be one of the most important factors in recovering the person's confidence about a product/service offered by the company. It can also help prevent further escalation of the complaint. A responsive, efficient, effective and fair complaint management system can assist an organization to achieve this.

The purpose of this policy is to ensure that complaints are handled properly and that all customers complaints or comments are taken seriously. This organisation expects staff at all levels to be committed to fair, effective and efficient complaint handling.

Our complaint management aims to;

- Allow us to respond to questions raised by people who file complaints in a timely and cost effective manner
- Increase customer confidence in our administrative process.
- Provide information that we can use to improve the quality of our products, services, personnel, and complaint handling.

Complaints Procedure

1. How You Can Complain

We aim to provide our customers with the best customer service, however, sometimes things can go wrong and when they do, we want to put them right for you as quickly as we can. If you are a Midpoint Communications customer, here are the ways you can contact us to raise your complaint.

By Letter: Midpoint Communications Limited
Challenge House
Sherwood Drive
Bletchley
MK3 6DP

Call us: 01908 665200

Email us: accounts@midpointcommunications.co.uk

It takes a bit longer to reply by letter, but if you prefer to write, please send your letter to the address above.

Please make sure that you include the account reference, account name, postcode and telephone number or service that the complaint is about.

2. What We'll Do and When

Our aim is to resolve any problem as quickly as possible, preferably during a phone call or email exchange with you. We'll respond within 10 working days of receiving your complaint, as we may need to review your account history and speak to multiple teams to find a resolution.

We'll try to resolve your complaint as soon as possible, but whatever happens, we'll keep you regularly updated.

If our team is unable to resolve your complaint, we'll escalate this to a manager for review.

If a resolution, credit, or action is offered to you and accepted, the complaint will be settled and closed.

3. What To Do If You're Still Not Happy

If you're still unhappy with the final response to your complaint you can ask Ombudsman Services: Communications, to review your complaint independently.

Please note CISAS will not review any complaint which is less than 8 weeks old unless we have given you a letter stating we cannot do anything further (a 'deadlock letter').

4. Ombudsman Services

Ombudsman Services provide a free, independent service for Midpoint Communications customers who are not satisfied with the final outcome of their complaint.

Please note: Ombudsman Services will not review complaints which are;

- Less than 8 weeks old unless we have given you a letter stating we cannot do anything further (a 'deadline letter')
- About commercial policy (e.g. our prices or broadband availability)
- From business users with more than 10 employees

Address: 3300 Daresbury Park
Daresbury
Warrington
WA4 4HA

Telephone: 0330 440 1614

Email: enquiries@os-communications.org

Website: www.ombudsman-services.org

We try to focus on ensuring that all complaints are resolved as soon as possible. For further information about our services, please feel free to contact us with any questions you may have.

Nothing within this Complaints Procedure is intended to form any contract between you and Midpoint Communications. The products and services described within this document may not always be available and may change from time to time.

Nothing in this Complaints Procedure affects your statutory or common law rights.



Faults and Maintenance Policy

Midpoint Communications provides our customers a dedicated service response by qualified personnel. We aim to provide both business and domestic services with a prompt, positive and professional response to your call or email if you have a technical questions or should you develop a fault with your service.

Response Time

Midpoint Communications aims to respond within 4 working hours for any major faults or system failures and within 16 working hours for any minor faults. Our working hours are Monday to Friday, 09:00 – 17:30, excluding public holidays (in England).

We will also try to fix your fault remotely or visit your premises before the maximum response times listed in this policy. You will be informed of the status of the fault at regular intervals by our service team.

If you have a telephone outage, you will be offered a free of charge divert during this time to reduce any interruption to your services,

Please see below the list of the Care Level Maintenance Classes available to our customers for an engineer response.

Care Level 1 – This is our basic agreement that is free of charge with all lines. Fix within 3 working days, dependant on availability in your area, it may be sooner.

Care Level 2 – Fixed by 23:59 next day, Monday to Saturday, excluding public holidays (in England). For example, logged with Midpoint Communications on Tuesday, fixed by Wednesday, or if logged on a Friday, it will be fixed by Monday.

Care Level 3 – Fixed within the next AM / PM time slot, for example, logged with Midpoint Communications before 1pm, fixed by 23:59 same day, or report after 1pm, fixed by 12:59 next day. Monday – Sunday including public holidays.

Care Level 4 – Fixed within 6 hours, any time of day and any day of the year. When the issue is logged, if it can't be fixed remotely, an engineer will automatically be dispatched.

Should the fault be on a larger scale, such as an area outage due to flooding or a more experienced / specialist engineer is required, the response time maybe extended. We will always notify you of this and ensure that we advise you the best we can on what you can do in the meantime.

Unfortunately when this happens, it is not something that we are aware of beforehand but to aid our customers during this difficult times, we may offer a temporary 4G router to aid the broadband services on a small scale. Once the fault has been corrected, the customer will be obligated to return the device with all literature, components and undamaged within 5 working days via tracked delivery. Failure to do so, will result in a charge.

Hardware

Midpoint Communications will offer repair or replacement as appropriate on the main components of the system maintained to include;

- Central Control Unit
- Exchange or Extension Car
- System Handsets – supplied by Midpoint Communications

We do not cover analogue devices such as faxes, answering machines, ordinary analogue telephones etc, are not covered. Requests for service alterations and additional work which are not a result of a fault are not covered by the terms and conditions but can be provided separately at an appropriate charge.

Network Related Faults

If a problem relates to the network or carrier, our Faults and Support teams will liaise with the network provider and run internal test to resolve the problem.

Escalation Process

Issues that are of a technically complex nature can be escalated with the support team as well as the network provider. This can be done on numerous levels. In the meantime, our team will review your services to see if there are any alternatives that may be more suitable and stop the issue going forward.

We will also offer this at the closest price or service to what you have currently but it is the customers choice whether they decide to swap the services offered.

Also if we are able to offer a temporary service to minimise any disruption, this will be made available to the customer.

Contact Us

The response times will begin from when the fault is logged with the relevant team, for example if an email is sent to the accounts team, this will need to be forwarded on, therefore we recommend that you call us on 01908 665200, option 1 for the faults team, and by email, support@midpointcommunications.co.uk.

Standard Tariff

Update on 01/05/2023

Line Charges	Price
Line Rental	£21.40
New PSTN Line Installation	£70.00
WLR Transfer Charge	£15.00
Inbound Number	£8.00
Inbound Number set up / port	£40.00
Line Relocation - Internal	£35.00
Line Relocation – External	£75.00
Missed Appointment Fee	£99.00
Openreach Engineer Charge – Line	£127.50
Openreach Engineer Charge – Broadband	£175.00
Cease PSTN Line – <i>not including an ETF if applicable</i>	£125.00
Cease Broadband – <i>not including an ETF if applicable</i>	£75.00
Standard line features	£2.90
Premium line features	£5.00
Care Level 2	£3.50
Care Level 3	£5.00
Care Level 4	£6.50
Midpoint Communications Charges	
Itemised Billing	£2.00
Paper Billing	£2.50
Fraud Defence	£2.90
Payment Over The Phone	£2.50 + 2%
Router Assurance	£5.50
Fault Cover	£6.50
Exceptional Call Reporting	£1.20
Exceptional Call Protection	£1.00
Failed Direct Debit	£7.50
Late Payment	£30.00
UK Calls	
100 local and national minutes	£3.49
Unlimited local and national minutes	£5.99
100 UK mobile minutes	£4.49
200 UK mobile minutes	£5.99
300 UK mobile minutes	£7.50
500 UK mobile minutes	£10.50
Unlimited UK mobiles minutes	£18.99
Calls to UK landlines – per minute	1.1p
Calls to UK mobiles – per minute	9.9p
Discounted features bundle	£4.50
IP Services	
Everyday Licence	£8.00
Essential Licence	£12.50
Everywhere Licence	£13.50
Everything Licence	£18.50
Call Recording – 30 days	£1.50
Call Recording – 6 months	£5.00
Call Recording – 1 year	£8.50
Call Recording – 7 years	£20.00
Calling Menu (Auto Attendant per menu)	£4.50
Call Queue with 5 queueing slots	£15.00
Additional queue length (per extra 5 slots)	£5.00
Desktop App	£4.75
Mobile App	£3.50
Calling Menus	£4.00
Integration Standard per user	£2.00
Integration Plus per user	£5.00

Teams Bolt-On for Eve Hosted User	£1.50
Broadband – 80/20 (mbps)	
Unlimited FTTC	£29.99
Unlimited SOGEA	£37.50
Unlimited FTTP	£37.50
Upgrade to Digital Broadband	£30.00
FTTP Installation	£53.50

ALL PRICES ARE SUBJECT TO VAT