



Invo Solutions Ltd Business Agreement Terms and Conditions

I acknowledge that I have received a copy of the Invo Solutions Business Terms and Conditions:

Company Name: _____ Date: _____
Signed by: Name _____ Signature: _____

In this Agreement the following terms shall have the following meanings and by signing and dating an "Invo" Business Service Agreement and/or a request for the provision of services the customer is entering into a contractual and enforceable agreement; it is accepted by Invo that the signing party is authorised to sign the agreement and/or contract and has read and agreed to these terms and conditions and that they are legally binding and enforceable. All services and products supplied by Invo are subject upon these terms and conditions. These terms and conditions may be changed or varied from time to time and these changes will be notified to you directly or on our web site at www.invo.solutions

"Invo" shall mean either and/or Invo, and/or Invo Solutions Limited (ISL), and/or by ownership of (ISL) Integr8 Group Ltd (IGL).

"The Customer" means the firm, person, body, trading name, corporate, limited company or public company as may be described on the Business Application Form, separately or together, the "Party" or "Parties".

"The Telephone Number" means a telephone number by which the Customer utilises the Services.

"The Services" means the allocation, supply and connection of the services as may be agreed on the Business Application Form and/or as may be described verbally and/or in writing either by the Customer or Invo.

"The Supplier" means the supplier for the time being to Invo of any service of telecommunications and/or data network and/or Invo where Invo supplies the service of telecommunications and/or data network and/or any other service supplied to The Customer itself be it through a third party service provider or vendor or not.

"The Supplier Licence" means the licence granted to the Supplier under section 7 of the Telecommunications Act 1984 and includes any amendments or modifications made thereto from time to time.

1. AGREEMENT WITH CUSTOMER

Invo agrees to supply the Customer with the Services applied for subject to said application being signed by the Customer and the Customer passing a credit check to Invo's satisfaction and upon the terms and conditions contained herein and elsewhere as may be, in which case a letter of acceptance may or may not be sent to the Customer setting out the credit limit and other payment terms.

2. DURATION

2.1 CPS-The contract shall continue from the date of connection for a minimum of 12 months of the Services until terminated by either the Customer or Invo giving to the other at least thirty (30) days prior notice in writing. Invo can suspend or cease the CPS service if payments are not in accordance with the payment terms, as stipulated under Section 8.

2.2 BT and Wholesale Line Rental – The contract shall continue from the date of connection and/or migration from BT or a Wholesale supplier and/or the installation date of a new line/service provided for a period of 24 calendar months or as may be agreed in writing for a shorter or longer duration term. There after the Customer or Invo may terminate the contract by giving to the other party at least (30) days prior notice in writing. Invo can suspend or cease the line if payments are not in accordance with the payment terms, as stipulated under Section 8.

2.3 ADSL Rental - The contract shall continue from the date of connection and/or migration from BT or a Wholesale Supplier and/or the installation date of a new ADSL line/service provided for a period of 24 calendar months or as may be agreed in writing for a shorter or longer duration term. There after the Customer or Invo may terminate the contract by giving to the other party at least (30) days prior notice in writing. Invo can suspend or cease the line if payments are not in accordance with the payment terms, as stipulated under Section 8.

2.4 Leased Lines – The contract shall continue from the date of connection and/or migration from BT or any other Service provider and/or the installation date of a new leased line/service provided for a minimum period of 36 calendar months or as may be agreed in writing for a shorter or longer duration term. There after the Customer or Invo may terminate the contract by giving to the other party at least (90) days prior notice in writing. Invo can suspend or cease the service provision if payments are not in accordance with the payment terms, as stipulated under Section 8.

2.4 Secure Mobile / Hosted Platform Services / IT / Managed Services - The contract shall continue from the date of connection and/or the installation date of a new end user license for a period of 24 calendar months or as may be agreed in writing for a shorter or longer duration term. There after the Customer or Invo may terminate the contract by giving to the other party at least (30) days prior notice in writing. Invo can suspend or cease all or part of the services granted to an end user license ('s) either individually or collectively if payments are not in accordance with the payment terms, as stipulated under Section 8.

3. CREDIT ACCOUNT

3.1 Accounts will be opened in accordance with an approved credit limit which may or may not be notified in writing to the Customer and which limit should not be exceeded if notified to the Customer. This credit limit will include VAT and is strictly subject to payment by direct debit unless otherwise agreed and approved in writing by a Director of Invo Solutions Limited

3.2 Any increase in the credit limit must be requested in writing and will be subject to approval by Invo.

3.3 Credit limits are set as a guideline. Invo cannot accept responsibility for Customer overspend due to billing cycles or delay in the availability of any call charges or any other billing data.

3.4 Credit limits are subject to periodic review by Invo and the Customer agrees that audited financial accounts will be provided to Invo if so required.

4. RENTAL AND LICENSE

4.1 All rental and license repayments and/or payments and other monies expressed to be payable hereunder shall be exclusive of Value Added Tax and other taxes from time to time in force.

4.2 The Customer shall pay all rentals, license, call and other charges in accordance with the terms hereof at the rates set out.

4.3 All charges referred to may be varied by Invo by notice in writing given to the Customer.

4.4 Full details of the Invo tariffs are available by request from Invo.

4.5 All calls have a minimum charge of one penny and call costs are rounded up to the nearest whole penny. Certain other Network calls including Premium Rate, Special Services and Personal Numbers may carry a Network connection charge which can vary from time to time

4.6 If the Customer wishes to dispute an item on their bill, this must be done within thirty (30) days of the date of the bill and by writing to Invo detailing the precise points of dispute. Such notification does not relieve the Customer of the obligation to pay all invoices when due.

5. USE OF THE SERVICES

The Customer undertakes to use the Services in the course of the Customer's business and in accordance with such reasonable terms as may from time to time be notified in writing to the Customer by Invo and in accordance with the relevant provisions of the Telecommunication Act 1984 and the Communications Act 2003 (or any modification or re-enactment thereof), the Supplier Licence, any direction of the Regulator or other competent authority and any licence granted there under which governs the running of a telecommunications system by Invo or its suppliers or its sub-contractors. Without prejudice to the generality of the foregoing the Customer undertakes not to use the Services:

5.1.1 as a means of communication for a purpose other than that for which the Services are provided; or

5.1.2 for the transmission of any material which is or is intended to be a hoax call to emergency services or is of a defamatory, offensive, immoral, abusive or of an obscene or menacing character; or

5.1.3 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to the rights of copyright

confidentiality) or a violation or infringement of any statutory duty or obligation or duty in contract, tort or otherwise to any third Party.

5.2 The Customer shall indemnify and hold harmless Invo against all liabilities, claims, damages, losses, and proceedings however arising from or in any way connected with any breach of this clause.

6. INVO OBLIGATIONS

6.1 Invo agrees to provide the Services to the Customer upon the terms contained in this Agreement provided, and where applicable, all agreed minimum technical criteria as may be required by Invo are met by the Customer.

6.2 Invo will use its reasonable endeavours to provide the Services in accordance with this Agreement.

6.3 Invo agrees to execute without charge during normal working hours all repairs, which become reasonably and properly necessary to maintain the Services provided that the Customer shall notify Invo in writing of the need for rectification. If notification of a fault is made by telephone or by any other non-permanent means the same shall be confirmed forthwith in writing by the Customer to Invo.

7. LIMITATION OF LIABILITY

7.1 It is specifically agreed and acknowledged that Invo shall not be liable to the Customer for any losses or damages either sustained or claimed by the Customer as a result of:

7.1.1 the failure or any fault of the Supplier's main line equipment including signalling, network equipment devices, servers, software or any services whatsoever supplied either by Invo or any third party supplier

7.1.2 the negligence or default of the Customer

7.1.3 fluctuating mains voltage

7.1.4 faults in any public telecommunications operator line or equipment

7.1.5 electrical interference generated in or radiated by electronic or other similar equipment or materials not supplied by Invo

7.1.6 any force majeure that is to say due to any cause beyond Invo's reasonable control including without prejudice to the generality of the foregoing the disruption and/or withdrawal by the Supplier of their services to Invo, any Act of God, Terrorist alert and/or attack, failure, interruption or shortage of power supplies, floods, drought, lightning or fire, strikes, lock outs, trade disputes or labour disturbances, acts or omissions of government, highway authorities or other competent authority by interference from other telecommunications operators' equipment or war, military operations or riot.

7.2 Invo shall not be liable to the Customer in contract tort or otherwise or for any loss of revenue, business, anticipated savings or profits, or any loss of use or value of any equipment including software or for any indirect or consequential loss however arising. In the event of a claim by the Customer against Invo such claim will be limited to the amount of rental paid hereunder by the Customer in the year immediately preceding such loss.

7.3 Invo excludes all liability for the accuracy (or inaccuracy) of any material or other information provided by Invo or made available by any third party, for any third party goods or services purchased or obtained or any transactions entered into using the Internet, or the transmission or reception of (or failure to transfer or receive) any information or software.

8. CHARGES AND PAYMENT

8.1 All charges and payments will be taken from the current price list at the time of signing this agreement as may be amended from time to time
Invo may request payment of a deposit equivalent to three months projected spend, in which case this will be confirmed in the letter of acceptance where applicable. The amount may be reviewed by Invo subject to actual levels of spend.

8.2 Save in respect of the month during which connection of the Services is made rental and/or hosted or any other fixed charges shall be payable monthly in advance, call and usage charges shall be payable monthly in arrears and leased lines quarterly in advance. Service and support charges shall be payable annually in advance. Invo shall have the right at any time to amend the charges set out in the Price List, subject to giving 30 days' written notice prior to the effective date of such amendment. The revised charges shall apply to any Invo Services supplied and/or provisioned to the customer on or after the effective date of such amendment.

8.3.1 The first annual service charge shall be invoiced to the Customer in advance of connection of the Services.

8.3.2 Subsequent service charges will be invoiced annually in advance.

8.4.1 The first invoice following connection of the Services shall be issued to the Customer during the month following the month in which said connection is made, such invoice to include rental and/or hosted and other fixed charges covering the period from the date of connection of the Services to the last day of the month during which the invoice is issued and call charges covering the period from the date of connection of the Services to the last day of the month in which such connection is made.

8.4.2 Thereafter rental and/or hosted or other fixed charges shall be invoiced monthly in advance and call and usage charges shall be invoiced monthly in arrears.

8.5 Payment of all services, rental, hosted, and all other call and usage charges due under this Agreement shall be made by direct debit only to Invo's bank account in accordance with the direct debit instructions within 14 days of the date of Invo's invoice

8.6 A fee of £50.00 per incident may be levied for cancelled, dishonoured or failed Direct Debit mandate collections.

8.7 Payment is due as advised on the invoice. If in the opinion of Invo the creditworthiness of the customer has deteriorated Invo shall, (without prejudice to any other rights), have the right to reduce the Credit Limit and/or render interim invoices to the customer or to require the provision of security for payment by the customer in a form acceptable to Invo

8.8 The Customer authorises Invo to levy a Service Charge of up to seven per cent (7%) where Invo is debiting a Customer's Credit Card Account with any outstanding and overdue balance.

8.9 Invo retains the right to temporarily suspend or cease all or any of the Services in the event of non-payment or an un-notified higher than usual call and/or usage spend.
8.10 In the event that the approved credit limit is exceeded, Invo may accept an interim payment to cover the amount by which it is exceeded either by a same day electronic CHAPS or credit card payment, and Invo may then continue the Services at its sole discretion.

8.11 If payment for the Invo Services is not received within the agreed timescale, or if the approved credit limit is exceeded and a payment request is not met, Invo retains the right to cease and/or disconnect the Services. Should this result in re-connection, a minimum charge of £15 but not to exceed £450 will be incurred per line, number, service and/or user licence except wherein the disconnected service is a leased line in which case special re-connection charges may apply with a maximum limit being the value of the remaining contractual period plus 10%

8.12 Upon cancellation of the Services, no part credit will be issued.

9. PROPRIETARY RIGHTS

All proprietary rights in respect of the Services provided by Invo to the Customer shall remain vested at all times in Invo and/or the Supplier of Invo. No payment under this Agreement shall constitute any transfer of such proprietary rights to the Customer.

10. ENTIRE AGREEMENT

10.1 This Agreement represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either Party whether oral or written.

10.2 Invo employees or agents are not authorised to make any representation concerning telephone numbers or any of the Services and no representations shall bind Invo unless the same have been confirmed by a legally appointed Director of Invo in writing.

10.3 This Agreement shall prevail over any inconsistent terms referred to in correspondence or elsewhere in the Customer's terms or conditions of trading (if any) and any terms or stipulations to the contrary are hereby excluded and extinguished.

11. VARIATION OF AGREEMENT

11.1 Invo shall have the right by 30 days notice in writing to the Customer to vary or modify this Agreement at any time so as to comply with any regulations or other requirements (applicable to or imposed upon the Supplier or otherwise) under the Supplier Licence or by any competent authority.

11.2 This Agreement may only be varied or modified pursuant to clause 11.1 if such modification is in writing and signed by a legally appointed Director of Invo.

12. INVALIDITY

12.1 The Parties hereto consider that the terms of this Agreement are reasonable and enforceable in each and every respect.

12.2 If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court or tribunal of competent authority, that provision found to be invalid, illegal or unenforceable shall be amended to such an extent as is necessary to make that provision valid, legal and enforceable.

13. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the Laws of England and Wales and the Parties hereby submit to the jurisdiction of the English Courts.

14. ARBITRATION

If any dispute arises between the Parties with respect to the Services within the area of expertise of a technical expert then such dispute can be referred to a person agreed between the Parties or in default of agreement appointment by any appropriate person in the experts governing body. Such person shall be instructed to reach his/her decision as soon as is reasonably practicable. Such person shall be appointed as an expert. The cost of such expert will be borne by the Parties equally unless that expert shall decide any one Party acted unreasonably in which case he/she shall have discretion as to cost.

15. DATA PROTECTION

15.1 The information the Customer provides will be used by Invo to supply the Services and will not be disclosed without the Customer's permission unless required by law. The Customer agrees that Invo may share information with organisations who are their business partners for the purposes of analysis or to invite the Customer to take part in market research and to inform the Customer of goods and services which may be of interest. The Customer agrees to be contacted by mail, telephone, fax, e-mail or SMS. If the Customer prefers their details not to be used for this purpose, they should write to: Customer Care Department, Invo Solutions Ltd, Normandy House, 305-309 Cheltenham, GL50 3HW

15.2 The Customer has the right to ask for a copy of the data held about them.

15.3 The Customer is the only person authorised to discuss matters relating to their account. Invo will not disclose information unless authorised to do so by the Customer. If Invo feels that it has not received sufficient proof of identity it will not disclose account information. The Customer must keep confidential all passwords nominated to be connected with the Services. The Customer agrees that Invo may disclose any information in connection with the Customer's accounts to anyone who correctly quotes the Customer password.

16. TERMINATION

16.1 Invo can at its discretion terminate this Agreement immediately if any of the following happens:

16.1.1 Any of Invo's service suppliers are unable, for whatever reason, to provide the Services.

16.1.2 The Customer is in breach of this Agreement and the breach is incapable of remedy; or the Customer is in breach of this Agreement and, such breach being capable of remedy, the Customer does not remedy the breach within 21 days of Invo's written notice requiring the Customer to do so;

16.1.3 The Customer does not pay their bill on time in accordance with clause 8.5;

16.1.4 Invo is required to terminate this Agreement by a competent regulatory authority;

16.1.5 The Customer is declared bankrupt or enters into any arrangement with the Customer's creditors.

16.2 On termination or early termination of this Agreement, the Customer undertakes irrevocably to pay Invo all outstanding charges due under this Agreement up to and including the date of termination and/or contractual period as defined in clause 2 Duration, including any charges which may not yet have been billed, and in the event of early termination by the Customer to pay all charges that are due or will become due for the agreed term and duration as specified in clause 2 Duration.

16.3 On termination of this Agreement if the Customer made a deposit, Invo will only return any surplus to the Customer after deduction of unpaid charges. Any request for repayment must be made in writing.

16.4 The Customer undertakes not to make alternative arrangements for the routing of calls (CPS Clause 2.1 and WLR 2.2) before sending Invo 30 days written notice of intention to terminate the Agreement after the completion of the duration of the Agreement

17. ASSIGNMENT

This Agreement is assigned solely to the Customer and may not be transferred to any other person, body or corporation without Invo's consent. Invo may transfer any of its rights under the Agreement to any third party.

18. CONFIDENTIALITY

18.1 Neither Party will disclose to any third party without the prior written consent of the other Party any confidential information which is received from the other Party as a result of this Agreement. Both Parties agree that any confidential information received from the other Party will only be used for the purposes of providing or receiving the Services. These restrictions will not apply to any information which:

a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 18; or
b) is acquired from a third party who owes no obligation of confidence in respect of the information; or
c) is or has been independently developed by the recipient.

18.2 Notwithstanding Clause 18.1, Invo will be entitled to disclose the Customer's confidential information to a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such confidential information.

19. NOTICES

19.1 Notices must be in writing and delivered by pre-paid first class post, or registered post, or recorded delivery addressed to the other Party at the address shown in the Services Agreement or any other address as notified in accordance with this Clause.

19.2 Notices will be deemed to be served on the second day after sending.

20. Bribery Act 2010

20.1 Invo complies with all applicable laws, statutes, regulations and codes of practise relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements")

20.2 To view and download a full and detailed copy of the Invo Anti-Bribery Policy please see the separate document available to both view and download from the Invo website, [INVO ANTI BRIBERY POLICY](#)

For additional copies of the Invo Terms and Conditions please email info@invo.solutions or refer to the web site for additional information on Invo services and products.

Registered Office and Company Registered Number:

Normandy House, 305-309 High Street, Cheltenham, GL50 3HW