



**River**  
 Unit F7, The Bloc, 38 Springfield Way,  
 Anlaby, Hull, HU10 6RJ  
 Tel: 01482 272728

**CALLS & LINES ORDER FORM**

Resign of Existing Customer: Yes:	No:	Existing Ac No/s:	
River Dealer Name:		Dealer Number:	

**CUSTOMER DETAILS:**

Business Company Name:			
Trading Name (in full):			
Type of Business:*	Incorporated:	Sole Trader:	Partnership:
Site Address:			
Postcode:	Co Reg No:		
Contact Name:	Email Add:		
Tel No:	Fax No:		

**BILLING INFORMATION: If different to the above**

Invoice Address:			
Postcode:	Payment Method:	Direct Debit	
Billing Email:	A charge of £3.50 per bill, will be charged for non DD payment.		
Additional Billing Info:			

**TARIFF SELECTED**

		PEAK	OFF PEAK	WEEKEND
MAIN DESTINATIONS	Local			
	National			
	0 <sub>2</sub>			
	Orange			
	T Mobile			
	Vodafone			
Minimum Contract Term:	1 Year	2 Years	3 Years	5 Years
Line Costs:	Analogue (per line)	Installation: £	Monthyl Rental: £	£
	ISDN2 (per 2 channels)	Installation: £	Monthyl Rental: £	£
	ISDN30 (per channel)	Installation: £	Monthyl Rental: £	£
	Other	Installation: £	Monthyl Rental: £	£
Special Instructions:				

\* Please note for non limited companies a personal credit check may be required.



**River**  
 Unit F7, The Bloc, 38 Springfield Way,  
 Anlaby, Hull, HU10 6RJ  
 Tel: 01482 272728

**CURRENT PBX EQUIPMENT DEATILS**

Manufacturer:			
Maintainer:			
Maintainer Contact Name:		Maintainer Email:	
Maintainer Tel No:		Maintainer Fax No:	

**CURRENT PBX EQUIPMENT DEATILS**

Site Postcode:	Telephone Number for Each Line:	No of Lines / Channels:	Type of Transfer:	Line Type		
				Analogue	ISDN2	ISDN30

IF YOU REQUIRE A NEW LINE INSTALLING, PLEASE PROVIDE EXACT LOCATION AND SITE CONTACT DETAILS.  
 INSTALLATION OF ANY NEW LINES IS SUBJECT TO SURVEY

**FURTHER INFORMATION: (if required) Please add any information that may be relevant when transferring your services**

Entry to White Pages (NB: If not selected details will not be entered into White Pages)		Yes:
Please ensure the Direct Debit authority is returned (failure to do so may result in delays)		Yes:
By completing and submitting this form, we agree to the Terms & Conditions received and confirm that the information given is correct:		Yes:
Print Name:		Position:
Customer Signature:		Date:

PLEASE NOTE THAT ACCEPTANCE OF NEW CONTRACTS IS SUBJECT TO A CREDIT CHECK  
 ALL NON LIMITED COMPANIES MAY BE SUBJECT TO A PERSONAL CREDIT CHECK



**River**  
Unit F7, The Bloc, 38 Springfield Way,  
Anlaby, Hull, HU10 6RJ

Tel: 01482 272728

## RIVER - TERMS & CONDITIONS

### SERVICE

This agreement covers the provision of services by River. We may vary how these services are provided if we need to maintain or improve their quality or to comply with any law or regulation.

### DURATION – AS STATED ON CONTRACT

Either of us may end this agreement:

By giving the other not less than 30 days written notice or such period set out in the order form (failure to give due notice will result in a termination charge equivalent to an average of the previous 3 months call charges); if you remain in your contract term, you will be charged the full line rental for each complete month plus 30 days call charges equivalent to an average of the previous 3 months call charges;

Immediately if the other has broken a term of this agreement and, after written notice, has not corrected the breach within 14 days;

Or immediately if the other stops trading or is likely to become insolvent or be wound up.

At the end of this agreement you must pay us all the sums owing to us and return any of our equipment you have.

Cancellation charges apply which are equal to 20% of the shortfall of the annual commitment agreed in the order form.

### CHARGES

River will bill you for calls made in accordance with the prices in our tariffs. Your bill will be calculated using data recorded by us and not from your own records. We may change our prices, by publishing changes to our tariff on our website at least 30 days in advance of any price change.

A charge of £3.50 per month will be made if payment is NOT made by Direct Debit. A charge of £2.50 per month will be made if invoices are sent hard copy.

Any special charges are set out in the order form. Unless we indicated otherwise, our charges are quoted without VAT, which shall be charged and payable by you at the prevailing rate. We will send you bills for calls made after the end of each month. We bill any rental charges in advance (if applicable). You agree to pay our bills within 14 days of the invoice date. If you are late paying us, we may charge you interest at the rate of 3% over the base rate of the Bank of Scotland on the outstanding amount from the date the amount was due until we receive full payment whether or not this agreement has ended. If any payments are not received we reserve the right to instruct an external debt recovery agent or issue proceedings in County Court to recover any outstanding amounts, and any charges incurred will be applied to your outstanding balance.

We may at any time ask you for a deposit as security for our charges. Payment of your account will be made by direct debit unless specifically agreed; you must complete a direct debit mandate. If this is not the case, we are under no obligation to provide services until your bank has confirmed that the direct debit has been set up. We may suspend the services immediately if any payment due under the direct debit is not made or if we are informed that the direct debit is not valid.

When transferring lines away from KCOM or BT to River, network migration charges may apply.

Once advised of nature of a fault and instructing resolution, you are accepting liability for all charges.

### RESPONSIBILITIES

We agree to provide you with the services you have requested in the order form subject to the provisions of this agreement. You agree to use the services in accordance with this agreement, any instructions given by us from time to time and any laws, regulations and licences which apply to the use by you of the services and you agree to ensure that the equipment used by you to obtain access to the services conforms to these laws, regulations and licences.

You agree not to use the services to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence.

We may end this agreement without giving you notice if you do not comply with your responsibilities set out in these paragraphs.

### EQUIPMENT

River will be allowed to reprogramme the customers' equipment even if the equipment is covered by an exclusive maintenance agreement with a third party. River will not accept any liability for any loss or damage incurred as a result of reprogramming the equipment.

As set out in the order form, so that you can obtain access to the services, we will either supply you with the necessary equipment or we will reprogramme or arrange reprogramming of your equipment.

If we supply you with equipment we may charge you in accordance with our price list from time to time.

We may charge you for any repair or replacement of the equipment unless the repair or replacement is required because of wear and tear or if the equipment is faulty as a result of our actions.

### REPAIRS

We will aim to give you at least 5 days notice before carrying out any maintenance of the services that may affect you. We will use our reasonable endeavours to correct any defect or fault in the services that you notify us of as soon as possible.

### SUSPENSION OF SERVICE

We may suspend the service:

To provide or safeguard any service to any emergency, rescue or other essential service or otherwise in a local or national emergency To comply with a request or instruction from the government or other competent authority.

To maintain the quality of the services.

If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you with a bill) If an event beyond our reasonable control occurs.

Or if you break the terms of this agreement.

### LIABILITY

In the event that there is a 'leakage' of traffic to another carrier, River will in no way be liable for the extra costs incurred.

Neither of us shall have to compensate the other for any event beyond the others reasonable control. In this agreement 'beyond reasonable control' includes any act of God, power failure or shortage, employee dispute, act or omission of government highway authorities, other telecommunication operators or their equipment including access lines, war, military operation, riot or delay or failure in manufacture, production or supply of equipment by third parties.

We will not have to compensate you for any harm to your business, lost revenues, loss of anticipated savings, lost profits or other indirect, consequential or special losses nor for any charges incurred by you with another carrier.

Without prejudice to our liability to you in contract or tort arising under or in connection with this agreement shall be limited to a maximum of £10,000 for any event or series of connected events and £20,000 in any 12 month period.

We do not limit our liability for death or personal injury resulting from our negligence.

### GENERAL

You may not transfer this agreement or any rights under it without our prior consent in writing.

If any provision of this agreement shall be invalid or unenforceable the remaining conditions shall continue to apply.

This agreement, and the documents referred to in it, contain the entire agreement between us. Any variation to this agreement (other than changes made in accordance with this agreement) shall be signed by both of us in writing. If there is any inconsistency between this agreement and an order form, the order form shall take precedence. Any failure by either of us to enforce right shall not be deemed waiver of any such right.

The agreement is governed by English law.

### BONDS

If a bond is required, we will advise the amount of the bond required, and how this can be paid. We will advise of the term the bond will be held and our reasons for this. If information is required on your account you can request this information under the Freedom of Information Act in writing to the Credit Control Supervisor with a cheque for £10

Please visit our website [www.riveruk.co.uk](http://www.riveruk.co.uk) for our full Terms & Conditions