

## Residence Telephone Services

**TERMS AND CONDITIONS****1. Definitions**

"University" means the University of St Andrews.

"ResTel" means University Residence Telephone Service.

"Academic Year" means the dates published by the University that the academic year begins and ends.

"Call rates" mean the charges payable by you for the Services published from time to time and available for inspection at the ResTel helpdesk or Website.

"Contract" means the agreement between you and the University incorporating these terms and conditions.

"Registration Document" means the registration form completed by you.

"Service" means the provision of a telecommunications service allowing you to make or receive signals, messages or communications which are spoken on each line that we provide you with to local, national and international destinations (except where otherwise stated in the Registration Document) but not to any services provided by other providers of telecommunication services, including premium rate services and charge card services .

"Security Code" means such Personal Account Code (PAC) identification number(s) as may be allocated to you in order to allow you to access the Services.

"ResTel Helpdesk" means our office, details of which appear on our Registration Document.

"The Telecommunications Network(s)" means telecommunication systems operated by a Public Telecommunications Operator licensed pursuant to Section 7 of the Telecommunications Act 1984 to which your Contractor Supplied Equipment is connected.

"User Equipment" means telephones or other equipment supplied by us permitting access to the Service.

"We", "us" and "our" means ResTel, acting on behalf of The University of St Andrews, St Andrews, Fife, KY16 9AJ, Scotland. "You", "your" and "customer" means the person with whom we make this Contract.

**2. Provision of the Service**

2.1 We are not obliged to provide you with the Service until you have completed, and We have authorized, the Registration Document, and confirmed your ability to pay any sums due hereunder to our satisfaction. At our discretion we may limit or bar the destinations to which you may make calls, including but not limited to premium rate calls and calls made via 0800 / 0500 charge cards and other network providers.

2.2 In providing the Service we will use the reasonable skill and care of a telecommunications service provider.

2.3 It is not technically possible to provide the Service free of faults and we do not undertake to do so. The availability and/or quality of the Service may be affected by factors including, but not limited to, our equipment, its installation, associated equipment, physical features and atmospheric conditions. We do not operate the Public Service Telecommunications Network and its performance is outside our control.

2.4 Any date specified by you for the provision of the Service, or any related request, must be confirmed by you in writing. Any date proposed by either you or us for the provision of the Service is to be treated as an estimate. We do not accept any liability for failure to meet such a proposed date.

2.5 No liability will be accepted by us for the loss of confidentiality caused by use of the Service, including any voice mail system mailboxes, that forms part of the Service.

2.6 We reserve the right to access your room for maintenance and inspection of the Service and User Equipment purposes. We appreciate the importance of having access to a telephone and will attempt to effect repairs ASAP. Prior to our seeking such access we will attempt to notify you at least 24 hours in advance. **In cases of extreme urgency this notice period may be not be possible.**

**3. Our General Powers**

3.1 We reserve the right at any time at our sole discretion to:

3.1.1 alter the telephone number or any other code or number, which has been allocated to you by us (all of which is our property) for the Service or Security code. We will only do so where necessary for technical or security reasons.

3.1.2 cancel, suspend, enhance or vary the Service if necessary for technical reasons, or if requested to do so by the University or if the Service is varied outside our control or where you misuse, or are alleged to have misused the Service as set out in Clause 4 or where you do not comply with your payment obligations as set out in Clause 6 or due to any law or regulations to which we are from time to time obliged to conform. Where we exercise our rights to cancel or suspend the Service for non or part payment of amounts owing, we will give you warning of our intention to cancel or suspend in order to give you the opportunity to comply, before exercising either of the rights.

3.1.3 give you instruction in an appropriate manner concerning the use of the Service, which we consider to be in the interest of safety,

quality of Service or other customers. Any such instructions will form part of this Contract.

3.2 If we suspend or cancel the Service, we will not agree to re-provide the Service until We are satisfied that you will comply with all the terms of this Contract and to do so in the future or that the service will not be used in a way that is forbidden under Clause 4 below.

#### 4. Use of the Service

4.1 You must make sure that you do not use, or allow any other person to use, the Service:

4.1.1 for making calls or sending any messages or communication which is unlawful, offensive, abusive, indecent, obscene, menacing or likely to cause annoyance, inconvenience or harassment (sexually, racially or otherwise) to anyone; or for making nuisance or hoax calls, or sending nuisance or hoax messages or communications.

4.1.2 fraudulently or in connection with a criminal offence;

4.1.3 to send, receive, upload, download, use or re-use information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright or any materials which could infringe the intellectual property rights of any person;

4.1.4 to cause annoyance, inconvenience, or needless anxiety;

4.1.5 to send or provide unsolicited advertising or promotional material or to receive responses to unsolicited advertising or promotional material sent or provided using the service or by any third party;

4.1.6 other than in accordance with the acceptable use policies of any connected networks and the Internet Standards (meaning the protocols and standards defined in Internet Document RFC 1009, 1122, 1123 and 1250) and any other applicable protocols and standards.

4.1.7 in a way that does not comply with the terms of any legislation or any licence applicable to you; or

4.1.8 other than in accordance with Clause 4 and with the instructions given to you under Clause 3.1.3

4.2 If the Service provided to you is used for any of the purposes identified in Clause 4.1, we reserve the right to institute criminal proceedings against you or terminate the Contract with immediate effect. The University may initiate disciplinary proceedings against you as a result of your misuse of the Service. If a claim is made against you as a result of your misuse of the Service as set out in Clause 4.1 you agree to reimburse us in respect of any and all sums we are obliged to pay.

4.3 By accessing the telephone network you acknowledge that you have read, understand and agree to comply with the Computer and Information Technology Standards Policy of the University. If you do not comply with this Clause 4.3 ResTel reserves the right to terminate this Agreement immediately without notice to you.

4.4 You must make sure that the Service is not used by any person whom we have not authorised. You must ensure that no one else knows any code or number allocated to you in respect of the Service, User Equipment or Security Code. You will remain liable for all and any charges resulting from the use of such codes or numbers until you notify us in accordance with Clause 4.6.

4.5 You must not attempt to use the Service other than by means of the User Equipment and you must not modify or attempt to modify or attach any device to the User Equipment or any other Equipment, which is not approved for connection to the Telecommunications Network. You can request permission by writing to us at, or telephoning, the ResTel Helpdesk. In the event of damage to the User Equipment you must request us to repair or replace the User Equipment which we may do. We reserve the right to charge you for the full costs of any repair or replacement for telephone sockets or telephone handsets if it is deemed that malicious damage has taken place. Telephone handsets will be charged at their current market, replacement, value plus any added VAT, or such other amount as may be determined from time to time. Handsets considered unusable through fair wear and tear or with fault will be replaced free of charge.

4.6 If your Security Code, or any code for access to the Service is stolen or someone else discovers your Security Code or any code for access to the Service, you must notify us immediately by telephoning the ResTel Helpdesk (Extn 7221). You will remain liable for all and any costs incurred in the use of the Service until you have notified us.

4.7 You will not be granted permission under Clause 4.5 to attach a device such as a personal computer or laptop computer or fax machine to the University telephone network. Any person found doing so will have the Service suspended. Data access points are provided in each room for this purpose.

#### 5. Faults

In the event of a fault or damage to the Service User Equipment, notify us by telephoning the ResTel helpdesk number or by informing the University in house contact on the number informed to you from time to time or by such other method as we may inform you from time to time. We shall endeavor to repair any fault or damage as quickly as possible after receiving notice of such fault from you.

#### 6. Charges

6.1 The Service is available on a pre payment basis only as set out in clause 6.5, or at our specific authorisation. For the avoidance of doubt Direct Debit mandates are **not available** on either service options. Methods of payment are by VISA and MasterCard credit cards/debit cards or Switch, Delta, Solo and Electron debit cards as deemed acceptable by the University finance department.

6.2 The Service will be made available to you subject to your completed registration and receipt of payment. In consideration of this you will be able to use the Service in accordance with these terms and conditions for the Academic Year or until the last day of your residence period in the accommodation where the Service is being provided whichever is the later.

6.3 Unless stated otherwise, all charges are inclusive of VAT, which shall be paid by you at the prevailing rate.

6.4 **Transfer/reverse charge or collect calls are NOT permitted.** In the unlikely event that a transfer/reverse Charge call is accepted, you will be responsible for all associated costs and we will charge you for any transfer/reverse charge calls in accordance with the Call rates published at the time of the call, and these should be paid in accordance with clause 6. We reserve the right to add the costs for transfer/reverse charge calls to your monthly statement for the period regardless of when the transfer/reverse charge call was received. You shall also be responsible to satisfy any additional costs which we have incurred as a direct result of you accepting the reverse call charge.

## **6.5 Pre-Payment Method**

6.5.1 The method of payment requires the prior purchase of value for the Service before provision of the Service. As soon as the limit of any pre-payment is reached the Service will cease until further pre-payments are made and we shall bar your authorisation code until you make a further pre-payment.

6.5.2 Pre-payment will only be accepted by us, online using a debit or credit card.

6.5.3 Pre-payment is to be made online, details of which appear in Your Registration Document, or by other such method of which you will be informed by us from time to time.

6.5.4 Details of any calls will be provided on individual request to the ResTel office. We will provide you with an automated account status extension number (X5014) which when dialled by you will allow you to establish the current balance of your account. If you reach the limit of your pre-payment during a call you will be allowed to continue the call, but thereafter you must make a pre-payment for future Services. Any excess from the call exceeding your balance will be deducted from further prepayments. If you make no further prepayments, or in the event that the Contract is terminated, then you must pay us for any outstanding sum due, which will be indicated in your monthly statement, within 28 days of receipt of the statement.

6.5.5 You will be responsible for sending an email request to close your ResTel account and arrange for any refund of credit (minimum refund is £5). Refunds requested within 90 days of the last payment will be refunded direct to the credit/debit card used for that payment. Thereafter, refunds will be processed to the bank account held on file by the University's Finance Department.

## **6.6 Monthly Invoicing Method**

**Not available**

## **7. Duration and Termination**

7.1 The term and the duration of this Contract shall be for the Academic Year in which it was made. Unless otherwise agreed, this Contract will terminate automatically on the last day of the Academic Year, unless otherwise agreed by us.

7.2 The termination date may only be varied as follows:

7.2.1 by us giving to you notice or

7.2.2 by you giving to us notice.

7.3 Wherever notice of service is given it is assumed to be immediate unless an alternative date is agreed.

7.4 After termination for whatever reason you will remain responsible for any outstanding charges and calls made except where you have notified us in accordance with Clause 4.6 and you will return to us promptly any of our property which you may hold. In the event that any overdue amounts are outstanding on your account following termination of the Contract, due to any reason whatsoever (including the reasons set out in clause 7.5 below) we will, having sent out reminder letters, notice of our intentions and given you reasonable opportunity to remedy the situation by making payment of the outstanding amounts, have the right to recover the amounts properly owed to us by taking the amounts from the authorised credit or debit card.

7.5 We may terminate this Contract or suspend Service or part of the Service forthwith if you breach any term of this Contract including:

7.5.1 misusing the Service as detailed in Clause 4;

7.5.2 not paying any sum due under the Contract within the time set out in Clause 6;

7.5.3 If an interim order is made or a voluntary arrangement is approved or a petition for bankruptcy order is presented or a bankruptcy order is made against you or a receiver or trustee is appointed of your estate or such other act occurs indicating to us that you are about to become bankrupt or insolvent, or if a company you go into liquidation or cease to carry on your business; or

7.5.4 If your course of study is discontinued either by you or the Educational Establishment other than in accordance with the normal Academic Year.

## **8. Assignment**

You must not assign or dispose of or part with this Contract or all or any of your rights to be provided with the Service without our prior written consent.

## **9. Liability**

9.1 Our maximum liability to you under this Contract shall be £500 for any event or series of connected events.

9.2 We do not accept any liability whatsoever for the acts or omissions of the provider or the operators of the Telecommunications Network which may affect the Service in any way.

9.3 UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN CONTRACT, IN TORT (WHICH FOR THE PURPOSES OF THIS CLAUSE WILL INCLUDE NEGLIGENCE AND BREACH OF ANY STATUTORY DUTY) OR OTHERWISE FOR ANY LOSS OF PROFITS OR BUSINESS OR ANY INDIRECT OR CONSEQUENTIAL LOSS OF WHATSOEVER NATURE, INCLUDING ANY CLAIMS MADE BY THIRD PARTIES AGAINST YOU.

9.4 Nothing in this Contract shall exclude or restrict our liability for death or personal injuries resulting from our negligence or that of our employees or agents.

9.5 You indemnify us against all claims that anyone (other than you) makes against us or threatens to make against us because of the way you use the Service or because we are unable to supply similar services to other subscribers because of your negligence or breach of this Contract.

## **10. Contract**

Any notice given under this Contract must be in writing and delivered by hand or ordinary first class post to:

10.1 us at the address given in the Registration Document or any other such address you have in writing; and / or

10.2 at the University address, or at the ResTel Office.

10.3 We may from time to time vary this Contract, including the Call rates and the Service Charge applicable to this Contract. If we do vary part of this agreement we will give you at least twenty-eight (28) days notice by post to your residence address before we implement any variation or charges.

## **11 .Variation**

We may from time to time vary this Contract including the Call Rates and the service Charge applicable to this Contract. If we do vary this Contract we will give you at least twenty-eight (28) days notice before we implement any variation or charges.

## **12. Force Majeure**

We will not be liable for any breach of this Contract caused by fire, lightning, explosion, flood, inclement weather, act of God, insurrection or civil disorder, terrorism, riot or military operations, national or local emergency, acts or omissions of central or local government or highways authority, strikes, lockouts or other industrial disputes, acts of third parties not under our control including in particular any acts or omissions of providers of the Telecommunications Network or other infrastructure in the UK and elsewhere, or any other cause (whether similar or dissimilar) outside our control.

**13. L a w** This Contract shall be governed and construed by English law and subject to the non-exclusive jurisdiction of the English Courts. We, ResTel acting on behalf of the University of St Andrews, may use the information we have about you and your use of the Service for marketing of the goods and services of ResTel that we think may be useful to you. If you do not wish ResTel to use your personal information for the above purposes, please contact the ResTel helpdesk and inform them of your wishes. We, ResTel acting on behalf of the University of St Andrews, may refer the information we have about you and your use of the Service to other University departments so that they are able to contact you with offers of their goods and services that may be useful to you. If you do not wish ResTel to use your personal information for the above purposes, please contact the ResTel helpdesk and inform them of your wishes. We, ResTel acting on behalf of the University of St Andrews, will NOT pass on the information we have about you and your use of the Service to outside institutions or agencies of any kind.