

ResTel

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.

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

"Service" means the provision of a telecommunications service allowing you receive signals, messages or communications which are spoken.

"ResTel Helpdesk" means our office.

"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 You may only make calls from residences by using a 0300/0500/0800 charge cards.

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 (PSTN) and its performance is outside our control.

2.4 The service is included in your room rental.

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 form 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. Prior to our seeking such access you will be notified by us at least 24 hours in advance. In cases of extreme emergency this notice period may be waived by you

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 which has been allocated to you by us (all of which is our property) for the Service. 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 any law or regulations to which we are from time to time obliged to confirm. Where we exercise our rights to cancel or suspend the Service 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, 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, 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 license 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 Service 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 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.

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 any damage that has taken place is not considered fair wear and tear. 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 You will **not be granted** permission under Clause 4.5 to attach a device such as a personal computer or laptop computer 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. ADSL splitters are **NOT** to be used on the University telephone system

5. Faults

In the event of a fault or damage to the Service User Equipment notify your Residence manager. We shall attempt to repair any fault or damage, at their request, as quickly as possible after receiving notice of such fault.

6. Transfer Charge or Collect Calls

6.1 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 and administrative costs in tracing and billing for such calls..

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.

8. Liability

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

8.2 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.

8.3 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.

8.4 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.

9. 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.