

CFone Communications Terms & Conditions

Parties

1. **Craven & Findlay Limited** incorporated and registered in England with company number 01131438 whose registered office is at High House, 33 Harlington Road, Uxbridge, Middlesex, UB8 3HX ("Us" or "We" or "Our")
2. The individual or organisation applying for the provision of the Goods or Services ("You" or "Your")

Background

- We provide Voice over Internet Protocol (VoIP) services, ADSL and VDSL (fibre) broadband.
 - These Terms & Conditions together with the Customer Order Form form the entire agreement between Us and You (the "Conditions").
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1. Interpretation

Definitions:

- **Acceptable Use Policy:** Our guidelines at <https://www.cfone.co.uk/acceptable-use-policy/>
- **Commencement Date:** Date the Customer Order Form is signed or emailed
- **Customer Order Form:** Order form completed for the supply of Goods and/or Services
- **Data:** Information in any form including text, software, audio, images, etc.
- **Goods:** Goods described on Our website and supplied under the Customer Order Form
- **Internet:** The global data network accessed via Our Services
- **Personal Data:** Data about an identified or identifiable person
- **Registry:** Domain registries used by Us (e.g., Nominet, CentralNIC, Tucows)
- **Regulations:** Consumer Protection (Distance Selling) Regulations 2000 (as amended)
- **Services:** Services described on the website and requested via Customer Order Form
- **Website:** <https://www.cfone.co.uk>

- **Specification Document:** Document detailing system functionality and service supplied

Notes:

- Headings are for guidance only.
 - These Conditions take precedence over Website content.
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2. Changes to the Conditions

- We may change these Conditions with at least 30 days notice on the Website.
 - Material adverse changes allow You to terminate with 30 days written notice.
 - Renewals are subject to the current Conditions.
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3. Terms for Consumers

- Applies to individuals acting outside trade or business.
 - Orders confirmed in writing via post or email.
 - Consumers may cancel:
 - **Goods:** within 7 working days of receipt
 - **Services:** within 7 working days of Commencement Date
 - Services may start earlier if requested, waiving cancellation rights.
 - Contact: CFone Communications, High House, 33 Harlington Road, Uxbridge, UB10 8RH, email accounts@cfone.co.uk, phone +44 (0)208 573 1177
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4. Security

- Keep usernames and passwords secure.
 - Notify Us of unauthorised access.
 - Maintain information security as per the Specification Document.
 - Maintain Cyber Essentials certification if required.
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5. Services

- Supplied with reasonable skill and care.
 - No guarantee of uninterrupted, secure, or error-free service.
 - VoIP quality depends on Your internet connection.
 - Data backups provided via Amazon AWS; We use reasonable endeavours to restore Data on request.
 - Services may be suspended for maintenance, legal compliance, broadband issues, suspected fraud, or non-payment.
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6. Your Obligations

- Comply with Our instructions and Acceptable Use Policy.
 - Provide up-to-date contact details for authorised representatives.
 - Be responsible for users of Your account.
 - Back-up Your Data regularly.
 - Provide and maintain internet connection.
 - Register service location for emergency services if applicable.
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7. Restrictions

- No illegal activities, offensive messages, viruses, spam, or infringement of third-party rights.
 - Disproportionate usage requires 7 days written notice; may result in dedicated service charges or service termination.
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8. Data Protection

- Both parties comply with Data Protection Legislation.
- Personal Data must be safeguarded and encrypted.
- Sub-contractors must comply with these obligations.
- Access to Data may be required by law or as permitted under Conditions.
- Cyber Essentials certification required as per Specification.

9. Personal Data

- Processed only per Our [Privacy Policy](#).
- You must obtain consent from third parties for sharing Personal Data.

10. Risk and Title to Goods

- Risk passes on delivery; title remains with Us until full payment.
- Goods must be identifiable and not encumbered until ownership passes.

11. Limitation of Liability

- Liability not excluded for death, personal injury, or fraud.
- Other liability limited to price of Goods or 125% of Service fees in previous 12 months.
- No liability for indirect, consequential, or Data loss.
- No liability for third-party goods or services.

12. Indemnity

- You indemnify Us for claims, damages, or costs from breach of Security or Restrictions clauses.

13. Payment

- Fees per Customer Order Form, payable in advance or per agreed credit terms.
 - Payment methods: Direct Debit, BACS, credit/debit card.
 - Fees are non-refundable unless stated.
 - Interest may apply on overdue fees at 3% above Bank of England base rate.
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14. Termination

- Initial contract periods: 12 months (annual) or 90 days (monthly).
 - Either party may terminate with 30 days written notice.
 - Immediate termination possible for breach, non-payment, regulatory reasons, or supplier termination.
 - On termination, Services stop, licenses end, fees remain payable, and Data may be lost.
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15. Confidentiality

- Do not disclose Confidential Data except for proper performance or as required by law.
 - Confidential Data may be shared with professional advisers or for lawful performance.
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16. Notices

- Send notices to the correspondence or email address provided.
 - Notices are valid via hand, recorded delivery, or email.
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17. General

- Entire agreement; supersedes prior agreements.
 - Invalid provisions deleted, remainder continues.
 - Assignment and subcontracting require consent.
 - No liability for delays caused by circumstances beyond Our control.
 - No third-party rights; failure to enforce rights is not a waiver.
 - No partnership or joint venture created.
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18. Choice of Law

- Governed by UK Law; courts of England.
 - Disputes may attempt mediation via the Ombudsman Service.
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19. Processing and Shipping

- Orders shipped within 48 hours, subject to stock.
 - Cards debited before shipment; prices exclude taxes unless stated.
 - International shipments may incur import duties.
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20. Refund and RMA Policy

- Goods may be returned within 7 working days if in original condition.
 - Cost of return carriage is the Customer's responsibility unless Goods are faulty.
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21. Dormant Accounts

- Assets on accounts dormant for 6+ months are deleted and non-refundable.
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22. Call Recording

- Calls may be recorded for training and dispute resolution.
 - Recordings stored for 3 months (up to 7 years on request).
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23. Force Majeure

- Neither party liable for obligations prevented by events beyond reasonable control (e.g., natural disasters, pandemics, power failure).
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24. Code of Practice

- Prices available electronically and in paper format.
 - Minimum contract terms: 12 months (annual) or 90 days (monthly).
 - Emergency calls: Access to 999/111; may be unavailable due to ISP or internet issues.
 - Services may not provide location to emergency services automatically; location registration required.
 - Number portability, directory enquiries, caller ID, and itemised calls included.
 - Special formats for disabled users available on request.
 - Complaints contact: CFone Communications, High House, 33 Harlington Road, Uxbridge, UB8 3HX; email accounts@cfone.co.uk; phone +44 (0)208 573 1177.
 - Ofcom regulates disputes not resolved internally.
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25. Freedom of Information and Transparency

- Assistance provided to enable compliance with FOIA, Codes of Practice, and Environmental Regulations.
 - Supplier consents to publication of this Contract subject to redaction of exempt information.
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26. Contract Managers

- Supplier: Mark Hodgkinson, Operations Manager, mark@cfone.co.uk, 0208 573 1177
- Customer: [Insert name and role]