

FIRST CALL FIRST CONTACT CONDITIONS OF SERVICE

INTRODUCTION

The following Conditions of Service apply in respect of all aspects of the First Contact service provided by us to you. No alteration to these Conditions of Service is effective unless it has been expressly agreed in writing. "We" and similar references mean FIRST CALL BUSINESS COMMUNICATIONS a division of Nestor Primecare Services Limited. "You" means the legal person to whom we supply the Services as detailed.

CHARGES,

You can purchase First Contact in multiples of 50 Transactions ("Transactions"). Each Transaction has an active life of 60 days from the date it is purchased. If any Transaction has not been used up by its expiry date it will lapse and be of no further value or effect. No refund will be given.

If you wish to purchase more Transactions, you should contact us on [0870-238-5374] to arrange this and put the Transactions into operation. Please note there is an admin fee payable for each top-up of your account.

Additional services can be provided at extra cost, for example:

1. Notification to you of messages taken by us can be sent by SMS text message;
2. Daily alerts of by SMS text messages to update you on the number of Transactions still available;
3. 24 Hours coverage for varying periods of time can be put in place.

The price that we will charge for any of these additional services will be the amount set out in our then current price list. If you wish to take advantage of one or more of the additional services please ask us for an up-to-date price list.

CONFIDENTIALITY

You agree that all information supplied by us to you, which you know or should reasonably know to be of a confidential nature, including without limitation our pricing structures shall be treated as confidential information and you undertake to use this information only for the purpose for which it is supplied. We agree to treat information supplied by you to us which we know or should know to be confidential as confidential and agree not to disclose confidential information to any third party except as required by law or by any relevant national regulatory authority without first obtaining your written consent. These obligations shall survive the termination or use of all the First Contact Transactions you have bought. It shall continue unless and until any of the relevant confidential information enters the public domain through no fault of yours or ours. You also agree that it will be sufficient compliance with our duty of confidence for us to take such steps as we in good faith think fit to preserve confidential information both during and after the termination of our agreement with you. Data on the services we provide for you will be archived on our systems and held for a maximum period of 3 months. Any enquiries or requests for data must be made at least 5 days prior to this date.

OBLIGATIONS AND LIABILITY

1. We will exercise reasonable skill, care and diligence in performing each of the Transactions.
2. Our liability is limited to the amount of the charge you paid for each Transaction. We do not exclude or limit liability for death or personal injury, caused by our negligence.
3. We exclude all other terms, conditions, acts, warranties statutory, customary or implied which otherwise might exist in your favour to the fullest extent permitted by law.
4. We exclude any liability (whether for negligence, breach of contract, or otherwise) for any consequential loss you may suffer including without limitation loss of profits, loss of sales or turnover or loss or waste of management time and interruption to business.

FORCE MAJEURE

We will not be liable for any act, omission or failure to perform a Transaction where such act, omission or failure arises or continues from any cause beyond our control or avoidance, including without limitation, where a Transaction is interrupted due to a malfunctioning Pager or certain atmospheric conditions or the routing of calls over national and international telecommunications systems which are beyond our control.

OTHER CLIENTS

You agree that we may act for other clients whose interests are or may be adverse to yours during the term of our agreement with you.

TERMINATION

The First Contact Service ends automatically when the final Transaction has been used or expires.

INTELLECTUAL PROPERTY

For the period any Transaction remains valid, you grant us a licence at no cost to us to use any data supplied by you to us, for the purpose of carrying out the Transactions and agree to indemnify us in relation to any third party claims or liabilities for infringement of third party rights.

Any intellectual property rights created, developed or provided by us in the course of providing any of the Transactions shall be and remain our property. Any telephone number supplied by us to you as part of the provision of service remains ours at all times and can be withdrawn with 28 days notice.

VALUE ADDED TAX

All services are provided to you exclusive of any value added tax or other tax or levy which may be payable as a result of us providing the Services to you.

ASSIGNMENT

Unless we provide you with our written consent, you are not entitled to assign or transfer any Transaction to anyone else. We are entitled to assign or transfer our agreement with you and we may sub-contract the performance of any of our obligations.

GOVERNING LAW

These standard terms and conditions shall be governed by and construed in accordance with English Law and you agree that any claim, dispute, difference or issue arising out of or connected with any Transaction shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

DATA PROTECTION

We shall comply with our obligations under The Data Protection Act 1998 in respect of the data, which you provide to us.

OTHER TERMS

The following applies to each of the Transactions you have bought.

1. The coverage time is, unless agreed otherwise in advance of purchasing the Transactions, between the hours of 08:30 and 17:00 inclusive. If different times are agreed, a separate note will be produced.
2. Each Transaction includes basic data capture of a caller's name, telephone number and a brief message and the sending of an email to a recognised and agreed email address.

I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF FIRST CALL (AS SET OUT ABOVE)

SIGNED ON BEHALF OF CLIENT

POSITION

DATE

**AGREEMENT
NUMBER**

SIGNED ON BEHALF OF FIRST CALL