

Registration form



Customer referral a/c number

If you need assistance in completing this form or would like to sign up to Gotalk Direct please call **0800 097 7777** (24hrs) or email **customerservice@gotalk.co.uk**. If you have been introduced to Gotalk by a friend please write their account number above.

I'd like to join Gotalk. Please open an account for me with the following details:

1

Title First name

Surname Date of birth

Password (for security reasons)

Address

Postcode

Home phone

Work phone

email

2nd Account Holder name

2

Please register these phone numbers on my account including mobiles (you can register as many as you like)

3

You must fill in this section. A £20 pre-payment is required on **all** accounts

I wish to open my Gotalk account for £ (£20 or more) Please do NOT send cash

I would like to pay by Credit/Debit card Postal Order Cheque (please make cheques payable to Gotalk)

Card issuer

Cardholder name

Signature

Address

If different from above Postcode

Card type Visa Amex Switch Delta MasterCard Solo JCB

Valid Expires Issue number (Switch)

Credit/Debit Card Number

4

Auto Top-Up - the easy way to to manage your Gotalk account

To ensure your Gotalk account is always in credit, you have the option of automatically topping up your account. When your balance falls to £5, we will automatically re-credit your account to your pre-determined amount using your credit or debit card details.

I authorise Gotalk to top up my prepaid account by £ (minimum £10) when it reaches £5.
I understand my credit/debit card will be used for this service.

Signature Date

5

All customers must sign and date here

I have read the terms and conditions and agree to them. I confirm the information here is true and accurate.
I am over 18 years of age.

Signature Date

If you would like to receive news of our latest rates and special offers by email please tick this box

Gotalk Standard Terms and Conditions

1 SERVICE

- 1.1 In this Agreement "Service" means such telecommunication service as Gotalk may make available to the person(s), firm or Company requesting the Service ("the Customer") enabling calls to be made by means of the Gotalk network and such additions or variations to it as Gotalk may stipulate.
- 1.2 The Service shall be paid for in full in advance by the Customer ("Prepaid Service").
- 1.3 If the Customer is two or more persons each of those persons shall be jointly and severally liable for the performance of the obligations of the Customer under this Agreement.
- 1.4 Gotalk is a registered trademark of Wavecrest (UK) Ltd, whose registered office is at 87 Cheapside London EC2V 6EB, UK.

2 DURATION

- 2.1 This Agreement shall come into full force and effect either from the date of acceptance by Gotalk of the Initial Payment referred to in Condition 3 below on signature of the application form or on first use of the Service by the Customer whichever shall be [applicable] earlier.
- 2.2 The Agreement may be terminated by either party on prior written notice in accordance with condition 10.1.3.

3 PAYMENT

- 3.1 The prices for the Service shall be as stated in Gotalk's tariff as current from time to time. Although Gotalk will endeavour to give not less than 30 days' prior written notice to the Customer of any changes in prices it reserves the right to alter rates without such prior notification. Rates displayed in advertisements promotional literature tariff sheets and elsewhere may be rounded to the nearest penny. A full rates list is available on request. Calls are charged in thirty second increments.
- 3.2 All sums due to Gotalk under this Agreement shall be paid in full by the Customer without any set-off or counterclaim whatsoever except as required by law.
- 3.3 The Customer shall pay an initial payment to Gotalk upon application for a Service (the "Initial Payment"). Gotalk will credit the Initial Payment against the Customer's account. If the Customer does not make use of the Service within six months of the Initial Payment Gotalk will be entitled to retain the Initial Payment.
- 3.4 The Customer shall pay an Initial Payment to Gotalk of an amount not less than £20 or as otherwise notified in writing or as specified in any literature as current from time to time. Gotalk may, at its own discretion, cancel any unexpired credit if the customer does not make use of the Service for a continuous period of 90 days or more.
- 3.5 The amount may be increased or topped-up at any time by making further contributions in multiples of not less than £5 or in such multiples may be specified in any literature as current from time to time.
- 3.6 Subject to the deduction of an amount to cover Gotalk's administrative expenses Gotalk will refund the Customer by re-crediting it via credit card or issuing a cheque within 30 days of a written request for the same from the Customer. Any such written request must be marked for the attention of the "Prepaid Credit Controller", to Gotalk, 87 Cheapside, London, EC2V 6EB.
- 3.7 The Customer may only make use of the Service so long as there is a prepaid credit balance in favour of the Customer in the Gotalk account.
- 3.8 If for any reason Gotalk fails to disconnect the call on exhaustion of the Customer's prepaid credit, any subsequent minutes will be charged at the rate applicable and will be invoiced accordingly.
- 3.9 Gotalk reserves the right to charge interest on all outstanding amounts owed to Gotalk and not paid in accordance with this Agreement. Until payment in full is received by Gotalk, interest shall be charged at the rate of 2% above National Westminster Bank PLC's base rate for the time being per month. Interest shall accrue notwithstanding termination of this Agreement. The Customer shall also pay all legal fees on a full indemnity basis and other costs of collection of overdue amounts, if any.
- 3.10 All charges payable under this Agreement shall be calculated by reference to data recorded or logged by Gotalk and not by reference to data recorded or logged by the Customer.

4 USE OF THE SERVICE

- 4.1 The Customer undertakes to use the Service in accordance with such conditions as may be notified in writing to the Customer by Gotalk from time to time and in accordance with the provisions of the Telecommunications Act 1984 ("the Act") License granted under Section 7 of the Act under which the Service is operated, any direction of the Director General of Telecommunications or other competent authority and any licence which governs the running of a telecommunications system by the Customer.
- 4.2 The Customer undertakes not to use the Service:
 - 4.2.1 as a means of communication for a purpose other than that for which the Service is provided or as may be set out from time to time in Gotalk's Service literature; or
 - 4.2.2 for the transmission of any material which is or is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character; or
 - 4.2.3 in a manner which constitutes a violation or infringement of the rights of any other party.
- 4.3 The Customer shall indemnify Gotalk against all liabilities, claims, damages, losses and expenses arising from or in any way connected with any use proscribed in this Condition 4.
- 4.4 The Customer undertakes that any Customer apparatus used in connection with the Service shall be in good working order and conform at all times to the relevant standard or approval for the time being designated under Section 22 of the Act and the Customer shall at all times comply with the conditions of such standard or approval. Gotalk shall not be under any obligation to connect or keep connected any such Customer apparatus not conforming, in Gotalk's reasonable opinion, to the provisions of the Act. If requested by Gotalk the Customer shall provide Gotalk with all reasonable information relating to any such Customer apparatus.
- 4.5 The Customer undertakes not to use the Service in contravention of the Act or any other relevant regulations or licenses and to use the Service solely in accordance with such written instructions as may be issued from time to time by Gotalk.
- 4.6 The Customer shall inform Gotalk of any change in his or her status and/or business entity (if applicable) and will remain liable to Gotalk for all obligations under this Agreement until this Agreement is terminated in respect of the old status and/or entity and the Customer shall be responsible for compliance with Condition 11.

5 PROMOTIONS

- 5.1 Gotalk may from time to time advise the Customer of details of promotions. Such promotions may make available to the Customer discounted rates and/or preferential terms and/or special offers applicable to the Service.
- 5.2 Any such promotion will be available subject to such terms and conditions as Gotalk notify to the Customer in writing.
- 5.3 Gotalk may offer any promotion selectively or at its complete discretion.
- 5.4 Gotalk may withdraw or alter any promotion if it wishes on giving reasonable notice if appropriate.

6 PERSONAL DATA

- 6.1 Gotalk may use credit scoring or carry out a credit check when considering the Customer's application and also when operating account(s) or making credit decisions or otherwise making available the Service.
- 6.2 In the same circumstances, Gotalk may search the files of credit reference agencies, who may keep a record of the search and the Customer authorises Gotalk to do so.
- 6.3 Information about the Customer's debts owed to Gotalk may be disclosed to credit reference agencies if: the Customer has fallen behind with its payments; the amount owed is not in dispute; the Customer has not made proposals satisfactory to Gotalk for repayment of its debt following formal demand; and the Customer has been given at least 28 days' notice of its intention to disclose.
- 6.4 The Customer agrees that Gotalk may also share information about the Customer and the conduct of its account with credit reference agencies on a regular basis.
- 6.5 Information about people held by credit reference agencies is used by lenders and others to help make credit decisions about those people or members of their household, for occasional fraud prevention and for tracing debtors.
- 6.6 Gotalk may share information about the Customer and the conduct of the account with:
 - subsidiary and associated companies: to assist the Customer with the services applied for; to assist in servicing the Customer's other relationships with subsidiary and associated companies; in making credit decisions; for purposes of fraud prevention, audit or debt collection;
 - other third parties; to assist the Customer with the services applied for; to help resolve a complaint; or for purposes of fraud prevention, audit or debt collection; or so that services may be processed on Gotalk's behalf;
 - any joint account holder where the Customer is two or more persons;
 - any person to whom Gotalk transfers its rights or obligations under this Agreement.
- 6.7 Under the Data Protection Act the Customer can ask in writing for a copy of any personal records Gotalk holds on computer about the Customer. Gotalk may make a charge for this service.
- 6.8 To help improve Gotalk's service and in the interests of security it may monitor and/or record the Customer's telephone calls.

7 PROVISION OF INFORMATION

- 7.1 The Customer undertakes promptly to provide Gotalk free of charge with all information and co-operation that Gotalk may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

- 7.2 The customer understands that when he/she first uses the Gotalk service his/her telephone number and other details will be recorded to establish the account. Gotalk, one of its associated companies or carefully selected third parties may contact the customer with details of promotions. Customers not wishing to be contacted should write to the marketing dept. at the address below. Details of Gotalk's privacy policy can be found at www.gotalk.co.uk

8 LIABILITY

- 8.1 Nothing in this Agreement shall exclude or restrict Gotalk's liability for death or personal injury resulting from the negligence of Gotalk or its employees while acting in the course of their employment.
- 8.2 Subject to Condition, 8.3, Gotalk's liability for damage to the property of the Customer (caused by negligent acts or omissions of Gotalk arising out of, or in connection with the performance of Gotalk's obligations under this agreement), shall be limited to £20,000 for any one incident or £50,000 for any series of incidents arising from a common cause in any twelve month period.
- 8.3 Gotalk shall not be liable to the Customer in contract, tort or otherwise, including goodwill, negligence, for any corruption or destruction of data, loss of revenue, business, goodwill, anticipated savings, profit or for any financial loss whatsoever or for any indirect or consequential loss howsoever arising even if advised of the possibility of such loss or damage arising.
- 8.4 In the event that Gotalk fails, for any reason, to provide the Service (which for the avoidance of doubt, includes reasons beyond the control of and unconnected with Gotalk), Gotalk shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another carrier.
- 8.5 The provisions of this Condition 8 shall continue to apply notwithstanding termination of this Agreement.
- 8.6 The Customer shall be liable for all charges and fees arising from use of the Services whether authorised or unauthorised unless such unauthorised use is wholly attributable to an act or omission of Gotalk.

9 AVAILABILITY

- 9.1 Gotalk will use all reasonable endeavours to ensure that the Service is available for use by the Customer in accordance with the standards for the time being relating to the Service set out in Gotalk's Service literature.

10 TERMINATION

- 10.1 Without prejudice to their rights under this Agreement Gotalk and the Customer shall have the right to terminate this Agreement forthwith in the event that:
 - 10.1.1 the other party is in default of its performance or observance of any obligations under this Agreement and in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non-defaulting party in its written notice to do so;
 - 10.1.2 an interim order is applied for or made or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed of any of the other party's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purpose of reconstruction or amalgamation) or if any circumstances arise which entitle the court of creditor to appoint a receiver administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or
 - 10.1.3 either party serves not less than 30 days' written notice of termination upon the other.
- 10.2 Without prejudice to its other rights, Gotalk shall have the right at once to terminate this Agreement by notice in writing to the Customer in the event that:
 - 10.2.1 the Customer fails to make any payment when it becomes due to Gotalk; or
 - 10.2.2 the licence granted under Section 7 of the Act under which the Service is provided expires or is | revoked; or
 - 10.2.3 a licence under which the Customer has the right to run its telecommunications system and connect it to the Gotalk system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.
- 10.3 In the event of termination by Gotalk under Conditions 10.1.1, 10.1.2, 10.1.3, 10.2.1 or 10.2.3, Gotalk shall be entitled to recover from the Customer all costs, losses and expenses incurred by Gotalk, including but not limited to the cost of removing provision of the Service from the Customer's premises.
- 10.4 On termination of this Agreement for whatever reason the Customer shall co-operate with Gotalk, at the request of Gotalk, in the removal of any equipment and the re-programming of the Customer's telephone system if necessary during normal working hours of Gotalk and shall at once deliver up to Gotalk any autodialler the property of Gotalk.
- 10.5 On termination of this Agreement any outstanding balance instalments due to Gotalk in respect of payments being made for any autodialler shall become due and payable on demand and may be added to the Customer's final account.
- 10.6 Gotalk shall have the right to automatically terminate a call at once if and when the Customer's prepaid credit is exhausted.
- 10.7 Gotalk reserves the right to interrupt a call at any time with a message indicating how much credit is left on the Customer's account.

11 SUSPENSION OF SERVICE

- 11.1 Gotalk may at its sole discretion elect to suspend at once the availability of the Service until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:
 - 11.1.1 the Customer is in breach of any term of this Agreement
 - 11.1.2 the Customer prevents or delays prearranged maintenance from being carried out
 - 11.1.3 Gotalk is obliged to comply with an order instruction or request of government, an emergency service organisation or other competent authority; or
 - 11.1.4 the Customer is suspected, in Gotalk's reasonable opinion, of involvement with fraud or attempted fraud or acts which are of a defamatory, offensive, blasphemous, abusive, obscene or menacing character in connection with use of the Service.
- 11.2 Notwithstanding the right of suspension under this Condition 11, Gotalk shall still have the right, under the terms herein, to terminate this Agreement.
- 11.3 The Customer shall pay to Gotalk all reasonable costs and expenses incurred by Gotalk as a result of suspension of the Service which is a consequence of any breach, fault or omission of the Customer hereunder and any costs and expenses incurred in connection with reconnection of the Service as may be applicable.

12 ASSIGNMENT

- 12.1 This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of Gotalk such consent not to be unreasonably withheld.
- 12.2 Gotalk may assign this Agreement to a direct or indirect subsidiary, parent or group company without consent.

13 OWNERSHIP

- 13.1 The ownership rights in any equipment supplied under this Agreement or relating to the Service(s) including all patents, trademarks, copyright and rights of like nature in any equipment supplied under this Agreement relating to the Service shall remain with Gotalk.

14 FORCE MAJEURE

- 14.1 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including but not limited to any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning, or fire, strike, lock-out, trade dispute or labour disturbance, act or omission of government, highway authorities, other telecommunications operators or administrators or competent authorities, war, military operation, or riot, difficulty, delay or failure in manufacture production or supply by third parties of equipment or services.

15 NO WAIVER

- 15.1 Failure or delay by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion.

16 NOTICES

- 16.1 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left at or sent by post or facsimile transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.
- 16.2 Gotalk's address for service of any notice hereunder shall be such address as appears below.

17 GOVERNING LAW

- 17.1 This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the jurisdiction of the English courts.