

Peach Communications

Terms and Conditions

The basis of the Agreement is between Peach Communications (the Company) and our Clients.

1. All monthly based fees are payable in advance of services to be provided. Any set up or deposit costs will form part of the initial payment.
2. All charges become payable within 14 days of the date of invoice.
3. Invoices will be issued at the beginning of each month and are payable within 14 days. Clients will receive one invoice per month. The invoice will include payment for the previous month's variable charges (patching, SMS and other additional services over and above the call package) and pre-payment for next months call package (does not apply to Pay As You Go (PAYG) customers). Direct Debits will be paid 1 month in advance; any further outstanding amounts from that month will be added and invoiced at the end of the said month.
4. Prices per call/ message taken are for calls 2 minutes and under. If calls consistently take longer than 2 minutes to complete clients will be charged 2 credits for the call (i.e. price per message x 2. Actual price dependent on package the client is on)
5. Our Guarantee to answer calls within 15 seconds is measured by the average time taken to answer calls for any day within the calendar month.
6. Our guarantee to send messages immediately is subject to there being no circumstances outside of our control, such as power failure, internet failure or other such faults.
7. The Company shall not be liable for any breach of contract if the failure or delay was due to any cause beyond the Company's control, including and without limitation any acts of God, explosion, flood, tempest, fire or accident, restriction, regulation, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, strikes, lock-outs or other industrial action or trade disputes, difficulty in obtaining materials, labour, fuel, part or machinery or power failures or breakdown in machinery.
8. The Company reserves the right to terminate services should payment not be received on the due date. A charge of £25 is applied for reinstatement of services.
9. Any outstanding fees could encounter an interest charge of 10% every 7 days until payment is complete. Calls and letters chasing outstanding invoices will carry a charge of £5 per item. The first chase up will be made the day after the invoice is due for payment. A returned unpaid Direct Debit will be charged at £20. The Company maintains the right to waiver these charges should it be necessary.
10. All services will be ceased if invoices are outstanding
11. Should the Client wish to discontinue use of the services provided, the Client agrees to give one months notice to the Company in writing.
12. The Company will use any confidential or protected information for the agreed purposes only and will not disclose any Client information to any third party under any circumstances.
13. Material or figures provided by the Client to the Company are deemed to have the correct permissions for use. The Client will be held responsible for any breaches however so caused. The Client shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any infringements of copyright or other rights.
14. The Client is responsible for compliance with the Data Protection Act 1998 and all other laws relating to any data held by the Client and or provided to the Company in connection with the provision of its services.
15. The Company reserves the right to review and or alter its fees accordingly and in doing so will give at least one months notice in writing of any changes in charges or services.
16. The Company reserves the right to cancel this agreement should it discover that the Client or their activities may have an adverse effect on the Company.
17. Only one introductory "free trial" offer per Client.
18. The Company's "free trial" allows new customers the ability to sample the benefits of our call handling services for 14 days, free of charge based on a level 1 call package (50 free messages). Customers shall be liable for any charges that exceed the spend limit set by the Company in relation to this offer. If for whatever reason the customer is not entirely satisfied with the service and wishes to cancel they must do so within the 14 day free trial period by giving written notice. Written notice shall only be deemed acceptable if it is emailed to clients@peach.uk.com or posted to Peach Communications, 14-16 Blossom Street, York, YO24 1AJ. We do not take bank or payment details to set up the trial but all other formal registration matters must be completed by the Client prior to initiating the trial period. If the service is not cancelled within this time then the Client shall be liable to pay all charges under the general Terms and Conditions.
19. If the Company fails to comply to its service guarantee (terms of which may be updated as the Company sees fit and notified to clients) the Client will receive one month's free service up to the value of the calls received for the previous month. This only includes call answering and email notification. SMS notification, patching through and other services will still be charged for.

20. We are dedicated to providing a first class service at all times. If a Client feels that we have failed to meet their expectations and is unhappy with the level of service the complaint should either be put in writing by email to customerservice@peach.uk.com or by phone call to the Managing Director.
21. The Company shall not be liable to the Client or deemed to be in breach of contract by reason of any delay in performing or any failure to perform, any of the Company's obligations in relation to the services to the Client, if the delay or failure was due to any cause beyond the Company's control.
22. The liability of the Company to the Client on account of failure, loss or damage suffered as a result of a failure or delay in the provision of services provided by the Company to the Client will be limited to £75.
23. Receipt by the Company of a signed, completed application form with the correct fee, will be deemed as agreement with these Terms & Conditions of business.
24. English Law shall apply to this contract, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.