

E-commerce Terms and Conditions

We are :	Tripudio Limited – Registration number 5567444.
Our address is:	The Coliseum, Watchmoor Park, Camberley, Surrey, GU15 3YL UK.
We can be contacted at:	sales@tripudio.co.uk or +44 844 576 0535.
You are:	A user of our Website.

Please read the terms and conditions (“Terms and Conditions”) set out below carefully before ordering any Telephony Services from this Website. By ordering any Telephony Services from this Website you agree to be bound by these Terms and Conditions.

1. Definitions

“Agreement” is a reference to these Terms and Conditions, the Privacy Policy, any order form and payment instructions provided to you;

“Goods” is a reference to any goods which we may offer for sale from our Website from time to time;

“Privacy Policy” means the policy displayed on our Website which details how we collect and store your personal data;

“Service” or “Services” is a reference to any service which we may supply and which you may request via our Website;

“you”, “your” and “yours” are references to you the person accessing this Website and ordering any Telephony Services from the Website;

“we”, “us” and “our” are references to Tripudio Limited of The Coliseum, Watchmoor Park, Camberley, Surrey, GU15 3YL UK; and

“Website” is a reference to our Website www.tripudiotelecom.com on which we offer our Telephony Services.

“Customer” means the company, partnership, sole trader, person, body corporate or association placing the order through this website.

2. Ordering

2.1. Any contract for the supply of Telephony Services from this Website is between you and Tripudio Limited. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide is your own credit or debit card and that you have sufficient funds to make the payment.

2.2. Telephony Services purchased from this Website are intended for your use only and you warrant that any Goods purchased by you are not for resale and that you are acting as principal only and not as agent for another party when receiving the Services.

2.3. When ordering from this Website you may be required to provide a username and password. You must ensure that you keep these details secure and do not provide this information to a third party.

2.4. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

2.5. Any order that you place with us is subject to product availability and acceptance by us. When you place your order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Goods are available and the details of the order are correct, this email will be deemed an acceptance and will specify delivery details and confirm the price of the Goods purchased. If the Goods are not available we will also let you know by email.

- 2.6. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. We also reserve the right to alter the Telephony Services available for sale on the Website and to discontinue any product line or service.
- 2.7. The contract for the Telephony Services will be accepted at the time of installation of your order. We will confirm this to you in writing. You must inform us immediately if any details are incorrect. If your order has not been accepted you will be notified of this in writing together with the reasons.

3. Prices and Payment

- 3.1. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. Prices are exclusive of the relevant sales tax.
- 3.2. The total price for Telephony Services ordered, will be displayed on the Website when you place your order. Full payment must be made before Tripudio will bring into service the Telephony Services that have been ordered.
- 3.3. Payment for your order may be achieved by debit or credit card. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also do security checks to confirm it is you making the order.

4. Delivery

- 4.1. Delivery periods quoted at the time of ordering are approximate only and may vary.

5. Your Information

- 5.1. Where we have requested information from you to provide Telephony Services you agree to provide us with accurate and complete information.
- 5.2. You authorise us to use, store or otherwise process your personal information in order to provide the Telephony Services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the Goods or Service to you. More information can be found in our Privacy Policy.
- 5.3. You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.

6. Responsibilities of the customer

6.1 **Unlawful Use:**

Customer shall not use the Service and shall require Subscribers not to use the Service for any unlawful purpose whatsoever, including but not limited to the transmission of information or the offering of any service which is contrary to any applicable law or regulation, abusive, harmful, threatening, defamatory, pornographic or which could be considered offensive in any other way, nor for outbound traffic to the PSTN (the Public Switched Telephone Network) by falsifying the sending address of the transmission using a Tripudio number in the caller id (spoofing).

7. Cancellation and Returns

6.2 **Cancellations:**

- 6.2.1 You must notify us immediately if you decide to cancel your order preferably by email at sales@tripudio.co.uk and quote your order number.
- 6.2.2 **Services:** The time limit for notification of cancellation is 14 calendar days from the day you ordered and paid for the Services unless you have requested us to commence the Services before the expiry of this period in which case the cancellation period expires when we begin providing the Services to you.
- 6.2.3 Once we have heard from you that you wish to cancel your order within the stipulated time period we will refund or re-credit your debit or credit card with the full amount minus one month's monthly fee. This refund will be processed within 14 days from the time that you notify us of your intention to cancel.
- 6.2.4 A full statement of your legal rights under the Distance Selling Regulations may be obtained in the UK from your local Citizen's Advice Bureau or Trading Standards Office.

8. Linked Sites

There may be a number of links on our Website to third party Websites which we believe may be of interest to you. We do not represent the quality of the Telephony Services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the services or goods that they may provide to you.

9. Complaints

We take complaints very seriously and aim to respond to your complaints within 5 business days. All complaints should be addressed to customerservice@tripudio.co.uk.

10. Limitation of Liability

- 10.1. Great care has been taken to ensure that the information available on this Website is correct and error free. We apologise for any errors or omissions that may have occurred. We cannot warrant that use of the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.
- 10.2. We disclaim any and all liability to you for the supply of the Telephony Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Telephony Services. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.
- 10.3. We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Website.
- 10.4. We shall not be held liable for any failure or delay in performing Services or delivering Goods where such failure arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties.
- 10.5. The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Website or for any products or services purchased from us.
- 10.6. We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.

11. General

- 11.1. We may subcontract any part or parts of the Telephony Services that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.
- 11.2. We may alter or vary the Terms and Conditions at any time without notice to you.
- 11.3. Payment must be made at the time of ordering the Telephony Services from us. Failure to pay on time will result in either the cancellation of your order or a late payment charge which shall be calculated as interest on the amount due at a rate of 5% over our bank's lending rate. Interest will be charged on a daily basis from the date of invoice to the date of actual receipt of payment in cleared funds.
- 11.4. The Terms and Conditions together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.
- 11.5. If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.

- 11.6. These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
- 11.7. No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- 11.8. It is not intended that the undertakings and obligations of the parties set out in this Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.