

DATED _____ DD/MONTH/YEAR

(1) MyRuby Limited

AND

(2) Company

RECEPTION AS A SERVICE

CONTRACT AND TERMS OF BUSINESS

INDEX

1.	DURATION OF AGREEMENT	4
2.	ENTIRE AGREEMENT	4
3.	NATURE OF SERVICE.....	4
4.	PAYMENT.....	4
5.	INVOICING	5
6.	VAT	5
7.	INTEREST	5
8.	SUSPENSION OF SERVICE	5
9.	COST OF CALL DIVERSION	5
10.	NOTIFICATION OF PRICE CHANGES	5
11.	DIVERSION OF CALLS.....	5
12.	CLIENT INFORMATION	6
13.	CONFIDENTIALITY AND DATA PROTECTION.....	6
14.	CONTINUITY OF SERVICE.....	6
15.	NON PERFORMANCE	6
16.	COMPENSATION FOR SOLICITATION	6
17.	LIMITATION OF LIABILITY.....	6
18.	IMPROPER OR UNLAWFUL USE	7
19.	TERMINATION	7
20.	LIMITATION ON CLAIMS.....	7
21.	ASSIGNMENT	8
22.	NOTICES	8
23.	VARIATIONS	8
24.	SEVERANCE.....	8
25.	GOVERNING LAW AND JURISDICTION	8

Definitions

In this Agreement:

"Agreement" shall mean the contract between MyRuby and the Client for the provision of Services.

"Client" shall mean the person, firm or company who purchases Services from MyRuby.

"Monthly Fee" shall mean the monthly fee which is payable by the Client to MyRuby as advised by MyRuby to the Client.

"MyRuby" shall mean MyRuby Limited incorporated and registered in England and Wales with company number 05460811 whose registered office is at 3-5 The Centre, The Crescent, Colchester Business Park, Colchester, Essex CO4 9QQ.

"Services" shall mean the provision of telephone reception and answering services, or any other services provided by MyRuby to the Client.

"Recruitment Fee" shall mean an amount equal to £5,000.

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1. DURATION OF AGREEMENT

1.1 This Agreement shall be for an initial period of three months and, after that, it shall continue in force until it is terminated by either the Client or MyRuby giving three months' notice to the other, such notice to begin:

- (a) on or after the date of expiry of the initial three month period; and
- (b) on the last day of a month;

unless the Agreement is terminated in accordance with clause 19.

2. ENTIRE AGREEMENT

2.1 MyRuby will provide the Services to the Client subject to this Agreement. Any changes or additions to this Agreement must be agreed in writing by an authorised representative of MyRuby.

2.2 The Services shall be provided in accordance with MyRuby's current brochure or other published literature relating to the Services from time to time, subject to this Agreement. MyRuby may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services without any liability.

3. NATURE OF SERVICE

3.1 MyRuby may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable statutory requirements, or which do not materially affect the nature or quality of the Services.

4. PAYMENT

4.1 Unless otherwise agreed in writing the Monthly fee is due and payable monthly by direct debit. The Client will be notified via e-mail of the exact amount and the date on

which funds will be debited from the Client's nominated account.

- 4.2 Details of the service to be provided and the associated costs are provided in appendix 1.

5. INVOICING

- 5.1 14 days before the Monthly fee is due for payment, an invoice will be delivered to the Client in respect of Services for the previous month. These charges are due and payable by direct debit.
- 5.2 All invoices delivered to the Client will be treated as agreed unless the Client notifies MyRuby of any discrepancies within 7 days of the date of the invoice.

6. VAT

- 6.1 All charges quoted to the Client for the provision of the Services shall be exclusive of VAT, for which the Client shall be additionally liable at the prevailing rate.

7. INTEREST

- 7.1 Without prejudice to any other right or remedy that it may have, MyRuby shall be entitled to charge the Client interest at the rate of 4% per annum above HSBC Bank plc base rate from time to time on accounts in excess of 30 days overdue.
- 7.2 Not with standing 7.1 above interest will not be charged on the disputed element of any invoice.

8. SUSPENSION OF SERVICE

- 8.1 If the Client fails to make payment by the due date then, without prejudice to any other right or remedy that it may have, MyRuby shall be entitled to suspend all or part of the provision of Services to the Client.

9. COST OF CALL DIVERSION

- 9.1 Charges relating to call diversion facilities from the clients own numbers to MyRuby are payable by the Client directly to their telephone services provider.

10. NOTIFICATION OF PRICE CHANGES

- 10.1 MyRuby reserves the right to amend the price of the provision of Services at any time by giving the client three month's written notice. The Client can elect not to accept the proposed price increase and as such will have been deemed to tender their notice as per point 1 of this agreement. For the avoidance of doubt the services will continue to be charged at the existing price during the notice period.

11. DIVERSION OF CALLS

- 11.1 The Client shall be responsible (at its own cost) for ensuring that:

- (a) the divert facility is set up properly by their network provider;
- (b) all hardware and software used to receive messages is set up properly by their network provider.

12. CLIENT INFORMATION

- 12.1 The Client shall provide MyRuby with all the information and support reasonably required by MyRuby to provide the Services.

13. CONFIDENTIALITY AND DATA PROTECTION

- 13.1 MyRuby will treat all information received from the Client and all calls and messages for the Client as strictly confidential unless otherwise required by law. The Client acknowledges and agrees that personal data will be processed by and on behalf of MyRuby in connection with the provision of the Services and MyRuby confirms that it will comply with the provisions of the Data Protection Act 1998.

- 13.2 MyRuby is listed on the Data Protection Register number Z9853625.

14. CONTINUITY OF SERVICE

- 14.1 MyRuby has in place all reasonable equipment and processes to minimise the risk of any disruption to service. However, the Client accepts and acknowledges that malfunctioning or defective equipment may cause interruption of the Services, that atmospheric conditions under special circumstances may cause interference to the provision of the Services and that calls and data may be routed over national and international public telecommunication systems and other networks beyond the control of MyRuby.

15. NON PERFORMANCE

- 15.1 MyRuby reserves the right to suspend all or part of the provision of Services to the Client and to recover damages or to pursue any other remedy available to it in respect of any breach by the Client of their obligations under this agreement.

16. COMPENSATION FOR SOLICITATION

- 16.1 If the Client, at any time from the date of this Agreement to the expiry of six months after the termination of this Agreement, seeks to solicit or entice away from MyRuby or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of MyRuby in the provision of the Services, then the 'recruitment fee' will become payable.

- 16.2 The Client unequivocally agrees to pay the 'recruitment fee' within 7 days of the invoice being issued by MyRuby.

17. LIMITATION OF LIABILITY

- 17.1 Except in respect of death or personal injury caused by MyRuby's negligence, MyRuby shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement or any indirect, special or consequential loss or damage (whether for loss of profits or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of MyRuby, its employees, agents or otherwise) which arise out of or in connection with the supply of Services or their use by the Client, and the entire liability of MyRuby under or in connection with this Agreement shall not exceed one month's Monthly fee. MyRuby shall not in any event accept any liability for any equipment or services which are provided by third parties including but not limited to telecom services providers, facsimile machines, internet services providers and mobile telephone network

providers.

- 17.2 MyRuby shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate or illegible, or arising from their late arrival or non-arrival or any other fault of the Client.

18. IMPROPER OR UNLAWFUL USE

- 18.1 The Client agrees not to use the Services for any unlawful immoral or improper purpose and acknowledges that such use constitutes grounds for immediate termination of the Services by MyRuby.

19. TERMINATION

- 19.1 MyRuby shall be entitled forthwith to terminate this Agreement if:-

- (a) the Client commits any continuing or material breach of any of the provisions of this Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Client;
- (c) an order is made or a resolution is passed for the winding-up of the Client; or
- (d) the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- (e) an order is made or a petition is presented for the bankruptcy of the Client;
- (f) the Client is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (g) the Client ceases, or threatens to cease, to carry on business; or
- (h) any event analogous to those described in clauses 19(b) to (g) occurs in relation to the Client in any jurisdiction in which the Client is incorporated or resident or carries on business.

20. LIMITATION ON CLAIMS

- 20.1 MyRuby shall not be liable to the Client or deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of MyRuby's obligations in relation to the Services, if the failure or delay was due to any cause beyond MyRuby's reasonable control including without limitation any acts of God, war, riot, civil commotion, malicious damage, explosion, flood, tempest, fire or accident, or acts, restrictions, regulations, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, strikes, lock-outs or other industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts or machinery, failures or interruptions in the supply of power including failures or interruptions suffered by network providers, breakdown in machinery or equipment or default of suppliers or sub-contractors.

21. ASSIGNMENT

21.1 MyRuby may assign this Agreement and its rights and obligations under this Agreement.

22. NOTICES

22.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing sent by post, email or facsimile addressed to that other party at its registered office or usual place of business.

23. VARIATIONS

23.1 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

24. SEVERANCE

24.1 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

25. GOVERNING LAW AND JURISDICTION

25.1 This Agreement shall be governed by the laws of England and the Client agrees to submit to the exclusive jurisdiction of the English Courts.

Appendix 1

Description	Price
<p>Minimum Monthly Invoice Value for Bespoke Contract.</p> <p>(Only applicable if the call volume and other charges do not result in a net invoice value greater than £xx.)</p>	N/A
Call Handling Fee Per Chargeable Call	£X.XX Per Call.
<p>Maintenance Fee</p> <p>To cover training and maintenance of client specific service or customised reporting requirements.</p>	XX% of monthly call handling fee value.
<p>Other Costs;</p> <ul style="list-style-type: none"> - Call costs for patching calls if required - SMS Delivery of message if required 	<p>BT Standard Per minute rates.</p> <p>XXp per SMS.</p>
Contract Term	Rolling three month notice period to begin at the end of the month in which notice is given.

Appendix 2

Provision of Telephone Reception services

Hours of Service	Remarks
<p>The Service will be provided at the following dates and times;</p> <p>Monday – 8:30am to 6:00pm</p> <p>Tuesday – 8:30am to 6:00pm</p> <p>Wednesday – 8:30am to 6:00pm</p> <p>Thursday – 8:30am to 6:00pm</p> <p>Friday – 8:30am to 6:00pm</p> <p>Excluding all Public Holidays.</p> <p>Christmas Eve hours are 8:30am to 4:00pm</p>	<p>A live reception service will be provided at these times. At all other times a bespoke voicemail system will be in place for the client with the ability to divert calls and messages to an emergency number or email address.</p>
Maintenance Windows	Remarks
<p>From time to time it will be necessary to carry out maintenance to the hardware and software systems within MyRuby. Our maintenance windows are designed to minimise service disruption to our live service.</p> <p>Monday to Friday 6:00pm to 7:30am</p> <p>Saturday and Sunday 24hrs.</p>	<p>Maintenance to live systems is never carried out during Live hours.</p> <p>Any planned service disruption that would have an impact on live service provision would be notified to the client a minimum of 7 days in advance.</p>
Contingency	Remarks
<p>Contract Term In the event that a critical event occurs, a back-up site would be employed.</p> <p>The maximum time for this back-up site to be operational would be 24hrs as per our business continuity plan.</p>	
Call Handling	
<p>95% of Calls answered within 15 secs</p> <p>Average call answer time across all calls</p>	