



PCS407 – Issue 1

Classification – Public

PCSG – Notice to Small

Business Customers

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Small Business Customers

This notice is intended for businesses and not for profit organisations comprising no more than ten individuals (including employees, volunteers (except in relation to not-for-profit entities) or otherwise). These organisations, as recipients of telecommunications services regulated by Ofcom, fall within the definition of (“**Eligible Customers**”)

Under UK telecommunications legislation, including the Communications Act 2003 and Ofcom’s General Conditions of Entitlement, certain statutory protections are afforded to Eligible Customers. In specific circumstances, these protections may be contractually waived. The purpose of this notice is to formally advise you, as an Eligible Customer, of the rights we are requesting you to waive. This is to ensure you are fully informed prior to entering into a contractual agreement with us.

Waived Rights

Contract Summary and Information

Prior to entering into a binding agreement for electronic communications services, Eligible Customers are entitled to receive the following:

1. A written statement outlining key contractual terms, including information about their rights and available remedies. This must be delivered in a durable medium, such as email, to enable future reference; and
2. A contract summary presented in a format prescribed by applicable regulations (see: <https://www.legislation.gov.uk/eur/2019/2243/annex>),

Both documents form part of the agreement between the Eligible Customer and the service provider.

Although you are choosing to waive the right to receive these documents in the statutory form, you will continue to have access to all relevant contractual information via your Contract, Service Schedule, our Standard Terms & Conditions, our website, or by contacting our service desk.

Term and Termination

Contracts for electronic communications services should not include a minimum commitment period exceeding 24 months and should not be subject to automatic extension due to the addition of further services, unless the customer has given their explicit consent.

Before entering into an agreement with us, you should carefully review and ensure you are satisfied with the duration of your minimum commitment period, as well as any conditions under which the contract term may be extended. Should you have any questions regarding the length of your agreement or the terms governing its renewal or termination, please contact your sales representative for further clarification.

Usage Notifications

Service providers are required to inform Eligible Customers when a time- or volume-based allowance included in their plan has been fully utilised. This notification must also outline any additional charges that will apply should the customer continue to use the relevant service beyond the included allowance.

Once your usage allowance has been exhausted, you are encouraged to contact the customer service team, who will be able to provide full details of any applicable charges for continued use of the service.

Bundles

Certain regulatory protections typically applicable to communications services – such as internet access and mobile connectivity – have been extended under the General Conditions to include additional offerings such as software, hardware, and content-based services (“**Bundled Services**”). These extended rights include, but are not limited to:

- The inclusion of Bundled Services in both the contract summary and full contract information;
- The ability to terminate all Bundled Services when a right of exit arises due to a contractual change;
- The right to terminate Bundled Services on 30 days’ notice following the expiry of the minimum commitment period;
- The obligation to provide information about transferring Bundled Services to an alternative provider; and
- The application of limits on early termination charges for Bundled Services.

While we remain committed to upholding your statutory rights in relation to communications services, your agreement to waive certain rights specific to Bundled Services allows us to align our terms with those of our upstream suppliers and to offer you greater flexibility in how you acquire and manage services from us.

If you prefer not to waive any of the rights outlined above, please contact your sales representative, who will be able to explain how this may affect the terms and structure of your contract with us.

Comprehensive information on the General Conditions, including the specific protections afforded to Small Business Customers, is available on Ofcom’s website at:

<https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement>