



## Videoconference Bureau Standard Terms and Conditions

### 1. BOOKING PROCESS

#### 1.1 Costs associated with a videoconference booking

There are three elements to a video conference booking with **The BizXchange**.

**Room fees:** Hourly rental of The BizXchange arranged rooms, where the rate is dependant upon both location and time of day. See 1.4 below.

**Connection fees:**

- Call charges ISDN or IP charges for audio and visual link up
- Bridging charges When required there may be additional port charges for linking multiple sites or transcoding between ISDN and IP sites, using an additional Multipoint Control Unit (conference bridge equipment)

**Booking fee:** Non-fully automated room locations attract a small administration fee as detailed in 1.6 below

#### 1.2 Booking via website

*Automated rooms* – The videoconference reservation system will provide an instant confirmation of the requested date, time and duration for fully automated rooms. Upon completion of the online booking by The Client, an email will be sent directly confirming the booking and the estimated rates for the selected room and time period. The confirmation email will contain all of the conference details entered by The Client, including time, date, address of room(s), site contact and ISDN numbers (or IP addresses where appropriate).

Some rooms are not fully automated in respect that out of hours, weekends and/or holiday periods require further confirmation from the specific site. The Client will receive an email directly from The BizXchange's online reservation system confirming the booking and the estimated rates for the selected room and time period, but this booking will be provisional. The BizXchange support centre will subsequently confirm the booking after consultation with the requested location.

*Non-automated rooms* – After the initial availability check of the preferred time, date and location, The BizXchange support centre will email The Client confirmation of the estimated costs and / or alternative locations if the one that has been requested is not available.

#### 1.3 Manual booking

The Client must download the booking form from The BizXchange website; this should be completed with the requested locations and conference details before returning via fax or email. The BizXchange will then confirm in writing all of the conference details, including time, date, address of the room(s), site contact and ISDN numbers (or IP addresses where appropriate).

#### 1.4 Room Fees

The minimum room hire period is 60 minutes. For the avoidance of doubt The Client will be charged for the actual duration booked, should the videoconference start early or if the meeting runs over the booked period then the hourly room rate will be charged in 15, 30 or 60 minute increments thereafter. The standard incremental period is 15 minutes, however, The Client should note that certain locations attract either a 30 or 60 minute increment.

#### 1.5 Connection Fees

Call charges are levied whenever there is a requirement for The BizXchange room to dial out (initiate a call), wherever possible The Client will be advised of the tariff (per minute) and estimated charges for the duration of the booked videoconference. Where The BizXchange provides additional functionality to bridge a conference, The Client will be advised of the tariff (per minute, port, transcoding) and estimated charges for the duration of the booked videoconference to connect all rooms in the call.

#### 1.6 Booking Fees

Region	Domestic (Within region)	Standard (International)	Multi-site
European Union	35 EUR / 30 GBP	55 EUR / 50 GBP	80 EUR / 70 GBP
United States / Canada	45 USD	75 USD	105 USD
Australia	50 AUD	85 AUD	120 AUD



## 2. ALTERATION

- 2.1 If The Client requires any amendment or additions to the services to be provided pursuant to a specific booking, then The Client shall provide written notice of such to The BizXchange. If such amendment or additions involve additional cost or alter the time booked, then The BizXchange will provide details and substantiate the extra costs and will not proceed until written authority is received from The Client to that effect.
- 2.2 After the confirmation paperwork has been issued, the conference details (date and time) may be changed once without charge, thereafter a fee per amendment will be charged. The rate used will be that shown under the Domestic column of the table in 1.6

## 3. TESTING POLICY

- 3.1 The BizXchange strongly urges the necessity for a test call before each conference. If the conference involves a private site (i.e. non BizXchange source room), the onus is on the private site to arrange a mutually convenient time.
- 3.2 Should a test call take place and the conference fails due to technical difficulties or inadequate support of the private site then full charges will apply. In most instances The BizXchange locations do not charge for the initial test call where this lasts no longer than 10 – 15 minutes.

## 4. CANCELLATION POLICY

- 4.1 Notification period charges  
Less than 24 hours; 100% room rental + booking fee  
48 – 24 hours; 50% room rental + booking fee  
48 + hours; booking fee only
- 4.2 The time scale of the notification period is based on receipt during the designated office hours for the public rooms that have been booked. The specific office hours for a given room are detailed on The BizXchange videoconference reservation website.

## 5. PAYMENT TERMS

### 5.1 Non-Corporate Account Clients

Payment must be transacted by Visa, MasterCard, Switch (UK only), Visa Debit or Maestro. Credit card details are to be supplied in advance, the designated card will be pre-authorized to the value of the booking. Any additional charges will be confirmed prior to payment being processed and only upon completion of the videoconference. The Client will receive an invoice and receipt of payment for each booking.

### 5.2 Corporate Account Clients

The Client may apply for a corporate credit account by contacting The BizXchange support centre; these applications will be set up as agreed with the finance department – credit terms will vary accordingly. Invoiced accounts may be specified in US Dollars, Pounds Sterling or Euros. Payments are to be the total cost of invoice - bank charges or currency exchange costs are the responsibility of The Client.

### 5.3 Currency

All monies due are billed and collected in the currency confirmed in the booking confirmation.

### 5.4 Value Added Tax

Prices quoted are exclusive of VAT. VAT will be added to EC invoices unless The Client's VAT number is supplied. Invoices to non-EC countries are subject to zero-rated VAT.

## 6. CONFIDENTIALITY

Unless The Client provides written instructions to the contrary, The BizXchange reserves the right to add The Client's name to a list of clients served by The BizXchange and to publish this list including The Client's name in The BizXchange's own marketing literature. The BizXchange warrants not to disclose details of the nature of the Client's products or services or both in any such literature published by The BizXchange.

## 7. LIABILITY AND INSURANCE

- 7.1 In the event that The BizXchange undertakes work at the premises of The Client or its appointed agents then The BizXchange will take out an appropriate insurance cover to protect The BizXchange employees during such engagement.
- 7.2 The BizXchange shall not be responsible for losses or damages, howsoever caused as a result of The Client using any information, products or services provided by The BizXchange.



## The BizXchange

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UK 08452 60 75 25  
US / Canada 1-877-VCBUREAU  
1-877-822-8732  
bookings@thebizxchange.net

- 7.3 The BizXchange shall not be liable in respect of any failure to perform their obligations under these terms of service nor for any delays, postponements or cancellations of any videoconference arising from circumstances beyond its control including but not limited to force majeure, act of God, government act, fire, explosion, accident, civil commotion, labour disputes of whatever nature and whatever cause, sabotage or breakdown of equipment.
- 7.4 The BizXchange shall not be liable for any problems caused by a lack of operator knowledge at the private site.
- 7.5 The BizXchange shall not be liable for audio or video faults caused by:  
Line faults in telecom carrier network or exchanges, or  
Interference that may be caused by external environmental factors.
- 7.6 Notwithstanding the generality of the above The BizXchange expressly excludes liability for consequential loss or damage which may arise in respect of other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings. Liability as a breach of conditions which The Client may sustain is limited to:  
Supply of services again, or  
Payment, at cost, for having the services supplied again.
8. ENTICEMENT
- 8.1. The Client undertakes that it shall not without The BizXchange's prior written consent, either during or within twelve (12) months after completion of providing service, engage, employ or otherwise solicit for employment any person who, during the relevant period, was an employee or associate of The BizXchange.
9. HEADINGS AND EXPRESSIONS
- The headings contained herein are for convenience of reference only and shall not affect the construction hereof. The expressions "The BizXchange" "him" "its" or such other expressions as appear herein shall be deemed to include the masculine, feminine or plural thereof where the context so admits.
10. SEVERABILITY
- In the event that any of the terms contained herein are determined to be invalid or unenforceable to any extent, such term shall be severed from the body of these terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by the Governing Law.
11. WHOLE AGREEMENT
- These terms and conditions of service supersede all prior agreements and understandings between The BizXchange and The Client and may not be terminated or changed orally and no change termination or attempted waiver of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
12. GOVERNING LAW
- These terms and conditions of service shall be deemed to have been made in England and its performance, construction and validity shall be governed in all respects by English Law and the parties hereby expressly submit to the jurisdiction of the English courts.

- End -