

1. SERVICE

This agreement covers the provision by UK Telecom Ltd. to you of our telecommunication services. We may vary how these services are provided if we wish to maintain or improve their quality or need to comply with any law or regulation.

You are responsible for the safe custody and safe usage of the services and any related equipment after the installation after installation.

2. CALLS AND ACCESS

You acknowledge that in order to avoid delays occurring in the ordering process, UK Telecom will need to be notified by your current suppliers of any products or services presently in use on your line that are incompatible with the Calls and Access service. Your suppliers are under a strict duty not to disclose information about a customer's telephone services to a third party unless the customer has consented to such disclosure. In signing this agreement you give consent to your supplier to disclose such information to UK Telecom. You also give UK Telecom authority to act as your agent to arrange connection onto UK Telecom services. **If you fail to provide us with information about pre-existing services and rentals being invoiced to you by your current suppliers, you may be liable to reimburse us for any abortive disbursements that we encounter through your omission(s).**

3. DURATION

This agreement shall be for a minimum of 30 days for non-rental services or longer if specified on the application form that you sign, and will be automatically renewed on an annual basis unless and until either of us gives the other written notice of termination at least 90 days before the relevant anniversary. All subscribed and rental services shall be for a minimum contract period of 12 months.

The agreement may be ended immediately by you if we break a term of this agreement, which after written notice has not been rectified within 14 days, or if the other stops trading or becomes insolvent or wound up. We may end this agreement without giving you notice if you break any of your obligations under clause 5.

On termination of this agreement for whatever reason, you will:

- a. immediately pay any outstanding amounts, whether invoiced or not, and pay the full remaining balance(s) outstanding for any services provided by fixed period rental or subscription.
- b. be responsible for any required engineering reprogramming costs for you to use an alternative supplier

In addition, if this agreement is terminated prior to the end of the period specified on the application form (except if you terminate, in accordance with the provisions of this agreement, as a result of our breach or insolvency or winding up), you will:

- c. reimburse UK Telecom for any costs incurred in transferring to the UK Telecom service.
- d. pay us (in addition to clauses 3a and 3b) a compensation charge. The compensation charge will be the equivalent of one month's call spend (the average monthly amount over the life of the agreement) or, if greater, the equivalent of one month's call spend with

your previous supplier, for each period of 12 months (or part thereof) from the date of

- e. termination until the earliest time this agreement could have been validly terminated under the first paragraph of this clause.

4. CHARGES

UK Telecom charges you for using the services covered by this agreement. Initially you are charged at the rates specified on the application form or published in our price lists. Please note:

- a. any connection charges are non-refundable.
- b. charges are calculated from data recorded by us and not from your own records.
- c. where a direct debit is unpaid due to insufficient funds or cancellation, a £10.00 administration charge will be included on your next monthly bill.

We may change our prices (upwards as well as downwards) but will endeavor to inform you at least 14 days in advance of any change(s) we are making. If, during the first 12 months of this agreement, we increase our prices to an extent greater than the increase in the UK Retail Prices Index for the relevant period, you may end this agreement without paying the compensation charge.

Unless we advise otherwise our charges are subject to VAT at the prevailing rate, which you must pay in addition.

5. COMPETITIVE PRICING CLAUSE

If, after the first 12 months of this agreement has been completed, you are offered cheaper local, national or international call prices by an alternative supplier, UK Telecom reserves the right to match these prices for the remainder (if any) of the duration specified on the application form. If we do not do so, you may end the agreement, subject to clauses 3a and 3b, but without payment of any compensation charge.

This clause relates only to alternative suppliers offering exactly comparable quality of products and services (including but not restricted to carrier quality and direct and indirect switching methods and procedures) to those offered by UK Telecom

6. RESPONSIBILITIES

We agree to provide you with the service as specified on the application form subject to the provisions of this agreement.

You agree to use the services in accordance with this agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the services.

You agree not to allow an alternative supplier to override or bypass our service either through the installation of equipment or CPS at the supplier's local exchange.

You agree to be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier.

You agree not to use the service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence.

7. ACCESS & REPAIR TO SERVICE

To enable us to exercise our obligations under the contract you will permit or procure permission for us or our agents to have reasonable access to the premises in which the services are installed

We will use our best endeavors to correct any defect or fault in the services provided to you as rapidly as possible.

8. SUSPENSION OF SERVICE

We may suspend the service (without being liable to compensate you):

- a. in the event of a local or national emergency
- b. to comply with a request from a government or other competent authority
- c. to protect or provide service to rescue or other essential services or otherwise
- d. to maintain the quality of our services
- e. if we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice)
- f. if an event occurs which is beyond our reasonable control
- g. if you break any part of this agreement.

9. LIABILITY

Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control.

In this agreement, 'beyond reasonable control' includes any act of God, reduction or failure of power supply, other telecommunication operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, military operation, riot or delay, employee dispute, or supply of equipment by third parties.

In any event, we will not have to compensate you for any harm to your business, lost revenues, loss of anticipated savings, lost profits or other indirect, consequential or special losses nor for any charges incurred by you with another call carrier.

Without prejudice to this our liability to you in contract or tort arising under or in connection with this agreement shall be limited to a maximum of Euro 3,000 for any event or series of connected events and Euro 6,000 in any 12-month period.

We do not limit our liability for death or personal injury resulting from our negligence.

10. GENERAL

You may not transfer any agreement or any rights under it without our prior written consent.

If any provision or condition of this agreement shall be invalid or unenforceable, the remaining terms shall continue to apply.

This agreement and the documents referred to in it represent the entire contract between us, to the exclusion of any terms subject to which you may accept, or purport to accept, the service. Any variations (other than charges made in accordance with this agreement) shall be accepted by both of us in writing. If there is any inconsistency between this agreement and the application form, the application form shall take precedence.

Any failure by either of us to enforce any right shall not be deemed a waiver of any such right. This agreement is governed by English law.



The Direct Debit Guarantee

- ◆ **This Guarantee is offered by all banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.**
- ◆ **If the amounts to be paid or the payment date change UK Telecom Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed.**
- ◆ **If an error is made by UK Telecom Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.**
- ◆ **You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.**