

Contract Conditions for the Supply of Line Rental, Non Geographic Numbers and/or Indirect Access Telephone Services for Business Customers

1. Definitions

- a) 'we' or 'us' means Telecommunications Management Ltd trading as TML
- b) 'you' means the customer with whom we make this agreement (or any person or organisation that we reasonably believe is authorised to act on your behalf).
- c) 'BT' means British Telecom Plc whose network we use for our line rental services.
- d) 'services' means the products and services you have requested from us on your order form.
- e) 'equipment' means the Multi Line Dialer(s) ("MLD"), Smart Box(es), connectors, cables and/or other associated equipment supplied to you by us under this agreement.
- f) "TML Network" shall mean any network used by TML to carry calls on your behalf.
- g) 'The Telecommunications Act' means the Telecommunications Act 1984 (including any subsequent amendments).
- h) 'NGN' means any non-geographic number used by you for any of our NGN services.

2. About this agreement

2.1 What this agreement covers

This agreement covers all services and equipment supplied by us, including any services or equipment subsequently requested by you. It replaces any other oral or written agreements we have with you for the services or equipment. Any alterations to this agreement must be made in writing and signed by a director of TML.

2.2 The equipment

All equipment supplied under this agreement shall at all times remain our property. You may not remove or alter any identification mark on or interfere with any equipment nor may you hold yourself out as or infer that you have ownership interest or rights in any equipment. If you lose, damage or otherwise fail to return any equipment upon termination of this agreement, you will have to pay TML the cost of replacing any such equipment.

2.3 Duration

Each service is subject to a minimum contract term of 24 months (unless you specifically agreed to an alternative minimum term of 12 months or 36 months at the time you entered into a verbal contract with us or you wrote the words "12 month minimum contract" or "36 month minimum contract" in the special requirements section of the paper version of our contract) from the date on which it is made available to you, or the date of installation of the equipment, whichever is the earlier, unless you have notified us that you have not received the equipment or that the equipment has not been programmed. The minimum contract term applies independently to each line and/or telephone number in respect of which the service is being provided and/or items of equipment covered by this agreement. Once the minimum contract term has been completed, this agreement will automatically continue in respect of each service for further minimum periods of one year at a time until terminated in accordance with clause 2.4(a) below.

2.4 Ending this agreement

a) You may end this agreement for any line and/or telephone number at any time (subject only to you having completed the agreed minimum contract term for the line and/or telephone number you wish to terminate) by giving us not less than 60 days written notice (such notice to expire on any anniversary of the date on which the applicable service for that line or telephone number was first made available to you), and paying any outstanding line rental, standing charge(s) and call usage charges. Under such circumstances we will not make any charges for cancellation. For the avoidance of doubt the agreement will remain in place for any other line or telephone number which has not completed its minimum term or reached the next anniversary of the date the applicable service was first made available. However you will be responsible for any costs you incur in reprogramming your equipment, the cost of any calls made by you on the TML network after the end of this agreement howsoever arising and the cost of returning any equipment which we supplied to you under this agreement.

b) We may end this agreement if any licences you have to run your telecommunications equipment, or connect it to our services, are amended or cease to be valid.

c) Either party may end this agreement if:

- i) the other breaks the terms of this agreement and, after written notice, does not remedy the breach within 14 days; or
- ii) the other is unable to pay its debts as stated in section S123 of the Insolvency Act 1986 (or any subsequent amendments); or
- iii) a liquidator (or other professional relevant to bankruptcy) is appointed to manage all or some of the other's assets or operations (other than for the purpose of amalgamation or reconstruction); or
- iv) the other enters into an arrangement or composition with its creditors; or
- v) a court or creditor appoints a receiver, administrator, or makes a winding up or bankruptcy order against the other.

d) Upon termination of this agreement all services may be ceased without notice.

e) If any services forming part of this agreement are terminated by you for any reason other than validly in accordance with clauses 2.4(a) or 2.4(c) you will:

- i) reimburse TML for all costs incurred by us in transferring your services to us and/or subsequently incur as a result of the termination in transferring your services to another service provider; and
- ii) pay TML the agreed line rental and other fixed monthly charges (eg: inclusive call packages) from the date of termination up until the end of the minimum contract term, or the next anniversary date of the service(s) as applicable, whichever shall be the later; and
- iii) if no other services remain live on this agreement, pay a single lump sum amount in respect of the remaining period of this agreement until the end of the minimum contract term or the next anniversary of each service, whichever shall be the later, calculated by taking the average of the last full three months call spend or the minimum call spend of £25 per month per account whichever shall be the greater, multiplied by the number of months remaining.

2.5 Exclusive supply

For the duration of this agreement you are not entitled to use any other Service Provider or network to carry any of your outbound call traffic on any lines and/or telephone numbers to which this agreement relates. In the event we become aware that you are doing so, we shall be entitled at our discretion to apply a surcharge of £15 per month to the cost of each service we are supplying under this agreement.

3. The services

a) We will use reasonable efforts to make the services available but owing to the nature of telecommunications networks, it is impossible to provide a fault free service and the quality of the services depends on both the quality of the network to which you are connected and also on other telecommunications networks to which the person you are calling is connected. It is your responsibility (and not ours) to ensure that your equipment is in working order so as to enable the provision of our services.

b) In the event you request assistance from us to program or reprogram any telecommunications equipment in your possession, and we agree to provide such assistance, we shall not be liable for any loss or damage as a result of any problems arising thereafter howsoever caused.

c) We will use reasonable efforts to deliver and install any equipment (or provide any new services) on the agreed date. Any date specified shall not be a term of this agreement but an estimated date only and may be subject to a site survey. We accept no responsibility for failure to meet the agreed delivery and installation date. All prices quoted to provide a new service are subject to survey.

d) We undertake to exercise reasonable care in the installation, operation and maintenance of the equipment.

e) Upon notification of a fault by you, we will use reasonable efforts during normal working hours to rectify such faults provided that the fault has arisen from normal and proper use of the equipment and services. Where there is a network fault on any lines that we provide to you on the BT or any other network, we will use appropriate engineers to repair the fault within the timescales of your selected maintenance package. You agree to pay any charges we incur for the repair of any faults affecting your lines arising from your equipment or resulting from your negligence. In the event of a delay in repairing any network fault, our liability to you is limited

to any compensation we may receive from BT or any other Network Provider in respect of that delay.

f) In order to assist you in maximising your savings from using our services, your signature or verbal acceptance constitutes our authority to act as your agent in arranging for the transfer from BT to us of any line rental services requested with this agreement and the implementation of carrier pre-selection on your phone lines (as provided by you in writing or verbally or subsequently requested by you to us) using whichever carrier(s) we may choose at our sole discretion from time to time, and accordingly to notify BT of such carrier(s) on your behalf.

g) TML does not warrant, represent, undertake or guarantee that:

(a) A customer will not be charged by their Access Provider for the conveyance of any call; and

(b) The Access Provider of a customer will convey any call to the TML Network.

h) You may request additional services to be provided by us at any time by post, fax, email or telephone. Any services provided by us pursuant to such a request will be subject to our standard terms and conditions in exactly the same way as if you had signed a new application form requesting the service(s).

i) If you have applied for our line rental service and you have a residential BT line, you will be charged our business line rental (and not residential) rates on that line.

j) Upon receipt of a telephone call addressed to the NGN allocated to you, we will use all reasonable skill and care to deliver it to the telephone number requested by you on your original agreement (or as subsequently amended by you). We will use our reasonable endeavours to implement any change to the telephone number to which your calls are being delivered within three working days from receipt of a written request from you.

k) We may withdraw any NGN from you on thirty days notice if it has not been used during a period of ninety consecutive days.

l) You will give us not less than thirty days written notice prior to television or other mass market advertising of the NGN allocated to you, and provide us with a forecast of the expected number of calls. We shall use reasonable endeavours to route the forecast calls in full but we shall not be liable for any failure to route the telephone calls to your line provider, or their failure to route such calls to you.

m) We accept no responsibility for any costs or losses incurred due to any errors in issuing non-geographic number(s). You are therefore strongly advised to fully test all new non-geographic number(s) and until you have done so successfully if you use the number in advertising, on stationary or give the number to anybody, it is done entirely at your own risk.

n) In the event you request us to provide additional routing features or any other services in addition to our standard NGN service, we will use our reasonable endeavors to provide them. Any such additional features or services may be subject to both an initial charge and an additional monthly line rental, and it may be necessary to change the NGN allocated to you to provide the additional features or services you have requested.

o) It is unlikely, but we may need to change the NGN or any other number allocated to you from time to time, or to use a different network or carrier. We will let you know if this is going to affect the services.

4. Charging and billing

a) We will calculate your monthly invoice using the prices shown in our current price list for the tariff applicable to the services you have requested.

b) We reserve the right to increase or decrease our charges and/or introduce new charges from time to time. If we increase any of our charges (except in so far as may be necessary to reflect any increase(s) in the cost to us of providing line rental services and related services or pursuant to clause 2.3 above), and we believe that increase is likely to be to your significant disadvantage (i.e. an overall increase of more than 10% to the amount we are charging you) we will give you at least 14 days prior notice, and in such circumstances you may cancel the service to which the increase relates with immediate effect by notifying us before any increase takes effect. In all other circumstances, you will be notified of any price changes on your next monthly bill.

c) We reserve the right to make changes to these terms from time to time and/or to introduce new terms from time to time if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from the networks or carriers we are using or otherwise if we consider it necessary.

d) Please note that the charges for the services contained in your monthly statement will be calculated using data recorded by the carriers and networks which we use, and not from any data recorded by you. In the event of any dispute, the call data record from the carrier or network shall be deemed to be conclusive evidence of that call.

e) We reserve the right to charge you for all costs incurred as a result of carrying out maintenance or repair work which in our reasonable opinion is a result of you not using the equipment in accordance with the manufacturers or our instructions or is as a result of damage or abuse by you, or where your equipment requires reprogramming as a result of abuse or negligence by you.

f) TML may set a credit limit on your account at anytime and require a deposit if you wish the credit limit to be increased. If we have reason to believe any amount due from you may not be paid, or if your call usage in any month is materially greater than any bill previously paid to us by you, we may ask for a reasonable deposit to be used as security. Should you refuse to pay a reasonable deposit within the timeframe requested we may withdraw access to the services. We will be able, at any time, to use this deposit to pay off any charges you owe us unless you have informed us of reasonable grounds for disputing such charges, in which case we shall provide reasonable justification prior to making any such deductions.

g) Unless you have requested us to provide line rental services, you will still receive a regular bill from BT (or other existing carrier) for your line rental and any calls not routed on the TML Network.

5. Access to premises

You will ensure that we (or our representatives) have access to the premises where any relevant equipment is sited or as necessary to enable us to arrange for any new lines requested by you to be connected to the BT network, and provide any reasonable assistance we request. All work carried out at your premises is chargeable in accordance with our then current price list.

Please note that:

i) we normally carry out work by appointment and during normal working hours.

Occasionally we may ask to work at other times to ensure we provide the best possible service. You are not obliged to provide access outside normal working hours if you do not wish to do so;

ii) if you request that we work outside normal working hours we may charge you a reasonable rate for any work we agree to carry out following any such request.

iii) you must ensure at your own cost that a suitable electricity supply, if required, is within 3 metres of the proposed BT network termination point in your premises.

6. Using the services

a) You will be responsible for the safe keeping and safe and proper use of any equipment we have installed.

b) You shall notify us immediately of any loss or damage to the equipment and shall indemnify us for any such loss or damage.

c) You agree to:

i) use the services and equipment in accordance with the Telecommunications Act and any relevant licences; and

ii) use the services and equipment only as a means of communications for which they are provided; and

iii) ensure your own equipment conforms with the standards required under the Telecommunications Act, is in good working order, and safe to our reasonable satisfaction; and

iv) inform us of any change(s) or proposed change(s) to your address, telephone or fax

number(s).

d) You agree not to:

- i) connect any attachments other than those approved for use with the services or equipment under the Telecommunications Act; or
- ii) contravene the Telecommunications Act or any relevant licences or laws; or
- iii) use the services as means of transmitting any material that is defamatory, offensive, or of an abusive, obscene, or menacing nature.

e) Any telephone or other number(s) allocated by us in connection with the service shall remain our property at all times. You will not be able to transfer them to another Company at any time (either during the term of this agreement or after it has terminated) unless we have agreed in writing, and no such transfer shall take place until all payments due under this agreement have been received by us in full including any reasonable administration charges relating to the transfer of such number(s) as we may determine.

7. Paying your bill

a) You must pay to us the installation fee or programming fee where applicable, any monthly (or other periodic) line rental or inclusive call package charges (billed in advance or in arrears as we shall advise), the call charges (billed after the calls are made), the Minimum Commitment (see 7(f)) and any other charges incurred in respect of the services. Installation and programming charges must be paid prior to any work being carried out by us. All other fees and charges must be paid by you within 14 days of the date of any invoice. By giving us your bank details you are agreeing to pay all charges in connection with the services by direct debit and authorising TML to deduct each month sufficient funds from your nominated bank account to pay for the services requested and/or used by you each month. In the event our request for payment is rejected due to insufficient funds or cancellation, you will be charged a £5 administration charge on your next monthly statement.

b) All charges for our services are set out in our current tariff which is available from us upon request. This may change from time to time and we shall write to you with details of any changes, or notify you of such changes on your monthly bill.

c) We strongly recommend that you pay your bill by direct debit. We will consider accepting payment by other methods but we will then charge you each month an administration fee of 3% of the value of any bill not paid by direct debit unless we have agreed otherwise in writing. We may also collect any overdue payment from any debit or credit card whose details you have provided to us at any time in connection with the payment of any goods or services from us or otherwise.

d) We may charge interest calculated daily at a rate of 3% above the then current base rate of Barclays Bank plc on any amount you fail to pay by the due date whether before judgement or after until we receive payment of that amount. You agree to pay any fees or expenses reasonably incurred by us in collecting or attempting to collect any amount owed by you.

e) All calls are charged in increments of 1 second and rounded up to the nearest whole 1p or to the minimum call charge if the cost of the call is below the minimum call charge. If you have selected an inclusive call package, the duration of each call will be rounded up to the next whole minute; only calls to UK numbers beginning 01, 02 or 03 will be included as part of the inclusive call package.

f) A minimum monthly call spend of £25 applies in respect of each monthly bill we produce unless you have selected a tariff for which a higher minimum monthly call spend is required or we have installed lines free of charge in respect of which a higher minimum monthly call spend is required ("The Minimum Commitment"). In the event your total call spend with us during any calendar month is less than the Minimum Commitment, you will be charged the amount of the Minimum Commitment instead of the lower actual cost of the calls you have made. Any Minimum Commitment will be calculated on a pro-rata basis in respect of the first and last month of this agreement.

g) If we have reasonable cause to believe any of your calls are not being routed on the TML network, and if we are providing line rental services, we reserve the right to increase the price we charge you for the line rental services and other standing charges by 25% with immediate effect.

h) VAT (where applicable) will be added to all our charges, together with any other applicable taxes, levies or charges which may from time to time be introduced.

i) If you wish to challenge an item on your bill, you must do so within three months of the date of the bill.

j) If any service is disconnected due to non-payment, you will be responsible for any disconnection charges. Reconnection will be at our discretion and you will be responsible for all applicable reconnection charges.

8. Maintenance of your equipment

You will allow us (or an agent authorised by us) or arrange for your own maintenance engineer to reprogram your equipment if requested by us at any time in order to enable us to provide the services in an efficient manner. In the event any necessary reprogramming is not carried out within 10 working days of your being advised by us of the need for such work to take place, we shall have the right to suspend the services at our sole discretion and in such circumstances we will continue to charge you the average of the last three months full call charges until this agreement is terminated by you on the later of the end of the initial period or the next anniversary date of each service. We will charge you for any maintenance or repairs you request.

9. Suspending the services

a) Without prejudice to our other rights and remedies, we can suspend the provision of the services immediately without telling you and without notice if:

- i) we believe your equipment is being used in an unauthorised way or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or of menacing nature; or
- ii) you fail to pay any of our proper charges when due or commit a substantive breach of this agreement; or
- iii) your credit limit is exceeded; or
- iv) we are aware or have reason to believe that this agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of your equipment and / or service is taking place; or
- v) we have reason to believe that any amount due from you may not be paid; or
- vi) if your direct debit instruction is refused or cancelled; or
- vii) you do anything (or allow anything to be done) which we think may damage or affect the operation of the networks; or
- viii) there are reasons outside of our control.

b) In the above cases this agreement does not come to an end and you are still liable for all monthly (or other periodic) charges including line rental charges due during any period of suspension. In certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialed. If you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded.

c) If you are unable to use all of the services for a continuous period of 3 days because:

- i) there is a technical failure of the TML Network; or
- ii) they are being tested, modified or maintained; or
- iii) access is denied to us

then you will receive a credit against your monthly (or other periodic) charges, which will represent that part of the monthly (or other periodic) charges relating to the period of suspension. Any such line rental credit is only payable in respect of the period commencing 48 hours after any fault has been reported to us by you and provided you continue to notify us no less frequently than 48 hourly thereafter until such time as the reported fault has been repaired.

10. Responsibilities and jurisdiction

a) This agreement is governed by the laws of England where your principal address is located in England, Wales or Northern Ireland and by Scottish law where your principal address is located in Scotland.

b) We will be liable to you if our negligence causes death or personal injury.

In all other circumstances our maximum liability in respect of any incident or series of incidents under this contract is limited to £5000 in total and we will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have made.

c) There may be occasions when we are unable to provide the services because of something outside our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative carrier or network then we will not be responsible for that carrier's charges, and you will remain liable for any charges for services from us pursuant to this agreement.

d) We may take instructions from someone who we have reasonable grounds to believe is acting with your permission. In such circumstances we will not be liable for any resulting loss, damage or inconvenience.

11. Miscellaneous

a) You should use the address shown overleaf or on the last bill we sent to you (if different) as the address for any correspondence to us. If either of us needs to send notices to the other these must be in writing. We may print any notices on your monthly bill. Notices can also be delivered by hand or first class (or equivalent) post to the other's address as stated overleaf or subsequently notified to the other. If notices are sent by post, they shall be deemed to have arrived at their destination 48 hours after posting.

b) We reserve the right to transfer this agreement to any third party at any time whereas you may not transfer or assign this agreement to anyone else unless we have agreed in writing beforehand.

c) In the event that at any time a line provider (eg: BT) suspends or terminates telephony service to you, TML shall have no obligation to notify you nor to continue to provide the services in relation to that line. TML at their sole discretion may change the carrier(s) being used to route your call traffic at any time and without notice.

d) Failure by either of us to enforce our rights under this agreement shall not prevent you or us (as the case may be) from taking further action. If either party waives a breach of the agreement that waiver is limited to that particular breach. If any part, term or provision of this agreement is held to be unenforceable, the validity or enforceability of any remaining terms will not be affected.

e) We may use the information held by credit reference agencies to help make credit decisions or for fraud prevention. We may disclose information about you and your account to credit reference agencies. Such agencies can share this information with their customers. In addition, we can pass these details to other people in relation to enquiries concerning the prevention and detection of crime or the apprehension or prosecution of offenders or as may be required by law or legal proceedings, and finally, unless you tell us otherwise, we may disclose your name, address and mobile phone number to third parties in order for them to operate a directory service.

f) If you telephone us, or if we telephone you, your call may be monitored or recorded.

g) We cannot be held responsible for the failure of any directory service to hold or include any of your telephone numbers.

h) Your data will be securely held and will not be disclosed to third parties for their marketing purposes. We may however send you information about offers, products or other services we provide, or from other organisations which we believe may be of interest to you. We may contact you in future to give you information about any of our services, which we believe may save you money unless you have informed us that you prefer not to receive this information.

i) You may have the right to refer certain disputes to arbitration in accordance with arbitration procedures set up by the network operator under its license, details of which are available from us upon request.

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 dates change, we will advise you of this in advance by at least five working days.
- If an error is made by The Utility Warehouse 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.