

# Contract conditions for the supply of line rental, non-geographic numbers and/or Indirect access telephone services for business customers

## 1. Definitions

- a) 'Agreement' means these conditions together with the Verbal Contract or Order Form, covering Services and Equipment supplied by us, including any such Services or Equipment subsequently requested by you.
- b) 'BT' means British Telecom Plc
- c) 'Call Bundle' means a fixed volume in minutes of calls to numbers of specific call types.
- d) 'Equipment' means the Multi Line Dialler(s) ("MLD"), Smart Box(es), connectors, cables and/or other associated equipment supplied to you by us under this Agreement.
- e) 'Eligible Business' means a business that has 11 or more employees, (a business that has taken a free installation of digital lines is deemed to be an Eligible Business).
- f) 'MCP' means Minimum Contract Period, the fixed contract period you entered into.
- g) 'Minimum Commitment' means the minimum monthly call spend as specified in the Tariff of your Agreement.
- h) 'NGN' means any non-geographic number used by you for any of our NGN services.
- i) 'Order Form' means the order form for TML goods and services.
- j) 'Services' means the products and services you have requested from us on your Order Form or by Verbal Contract.
- k) 'Standard Tariff' means our default non-discounted tariff.
- l) 'TML Network' shall mean any network or lines used by TML to carry calls on your behalf.
- m) 'The Telecommunications Act' means the Telecommunications Act 1984 (including any subsequent amendments).
- n) 'Verbal Agreement' means the recorded agreement over the telephone made between you and a TML distributor or representative.
- o) 'we' or 'us' means Telecommunications Management Ltd trading as TML
- p) '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).

## 2. About this Agreement

2.1 This Agreement 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 an initial MCP of 24 months (unless you specifically agreed to an alternative MCP of 12 months at the time you entered into the Verbal Agreement or you wrote the words "12 month minimum contractual period" in the special requirements section of the Order Form), or if you are an Eligible Business and you agreed (in either case) to an MCP of 36 months, 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 MCP 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 MCP has been completed;

a) if you are an Eligible Business this Agreement will automatically continue in respect of each Service for a subsequent MCP of one year at a time until terminated in accordance with clause 2.4(b) below, or b) if you are not an Eligible Business and have not entered into a subsequent MCP, this Agreement shall continue until terminated by you, by giving not less than 60 days' notice, or otherwise in accordance with clause 2.4(b) below.

### 2.4 Ending this Agreement

a) You may cancel any Service without penalty by notifying us at any time prior to such Service becoming available to you.

b) You may end this Agreement for any line and/or telephone number at any time (subject only to you having completed the agreed initial MCP, or if applicable, a subsequent MCP, for the line and/or telephone number you wish to terminate) by giving us not less than 60 days' notice, (provided that if you are an Eligible Business such notice must expire on the 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 in accordance with the provisions of clause 2.3 above. 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.

c) We may end this Agreement if any licenses you have to run your telecommunications equipment, or connect it to our Services, are amended or cease to be valid.

d) 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.

e) Upon termination of this Agreement all Services may be ceased without notice.

f) 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(b) you will:

- i) reimburse TML for all costs incurred by us in transferring your Services to us and/or subsequently incurred 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 (e.g.: inclusive call packages) from the date of termination up until the end of the MCP or expiry of 60 days' notice, whichever shall be the later, or if you are an Eligible Business up until the end of the MCP or the next anniversary date of the Service(s) as applicable, whichever shall be the later; and
- iii) if no other fixed line Services remain live on this Agreement, pay a single lump sum amount in respect of the remaining period of this Agreement up until the end of the MCP or expiry of 60 days' notice which ever shall be the later or if you are an Eligible Business up until the end of the MCP 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 Commitment per month per account whichever shall be the greater, multiplied by the number of full months remaining.
- iv) where you are on a tariff that does not have a Minimum Commitment, pay an administration fee equivalent to £15 for every month from the date of termination up until the end of the MCP or expiry of 60 days' notice, whichever shall be the later, or if you are an Eligible Business up until the end of the MCP or the next anniversary date of the Service(s) as applicable, whichever shall be the later.

### 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. We may use whichever network(s) we consider appropriate to supply these services to you, and may change the network(s) we are

using at any time and without notice provided this does not affect the price(s) which we are charging you.

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 on the Order Form or Verbal Agreement constitutes our authority to act as your agent in arranging for the transfer from BT or any other carrier(s) or network(s), to us of any line rental services requested with this Agreement and the implementation of carrier pre-selection on your phone lines (as requested by you in writing or verbally or subsequently requested by you to us) using whichever carrier(s) or network we may choose at our sole discretion from time to time, and accordingly to notify BT of such carrier(s) or network on your behalf if we deem necessary.

g) If you have transferred your line rental to us you will no longer receive any of BT's business discount schemes. It is your responsibility to ask BT to cancel any chargeable discount or minimum call commitment options which you no longer require.

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

- (i) you will not be charged by your access provider for the conveyance of any call; and
- (ii) your access provider will convey any call to the TML Network.

i) 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 Order Form requesting the Service(s).

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

k) 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 in 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.

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

m) 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.

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

o) 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 endeavours 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.

p) 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. TML will not be liable for any costs you incur as a result of such a change. We will let you know if this is going to affect the Services, and in such circumstances, 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.

q) If you choose to port your NGN number(s) away from TML we will charge you a porting out administration fee of £20 for each NGN.

r) If you have applied for our BroadCall Service, we will act as your agent in transferring or connecting your line(s) to our Local Loop Unbundled 'LLU' network. CPS is not available to BT Basic or Virgin Media customers, or on lines connected to most LLU networks.

s) If you require an additional phone line(s) installation and/or connection, charges may apply. If the new line(s) we provide is connected to an LLU exchange then you may be unable to use another company to supply you with a broadband service while retaining your line rental with us, you may also be unable to transfer the line to another supplier of landline telephony services.

t) We reserve the right to change the NGN or any other number allocated to you from time to time, or to use a different network or carrier. TML will not be liable for any costs you incur as a result of such a change. We will let you know if this is going to affect the Services, and in such circumstances, 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.

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new MCP or terminate your service with us.

#### 5. Access to premises

You will ensure that we (or our representatives) have access to the premises where any relevant Equipment is sited or where it is necessary to enable us to arrange for any new lines requested by you to be connected to the BT network or any other network of our choosing 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) if we, or our representatives are unable to gain access to your premises for a pre-arranged appointment, you will be liable for a missed appointment charge; and iv) you must ensure at your own cost that a suitable electricity supply, if required, is within three 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 2003 (as amended) (the 'Act') and any relevant licenses;  
ii) use the Services and Equipment only as a means of communications for which they are provided;  
iii) ensure your own equipment conforms with the standards required under the 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 Act; or  
ii) contravene the Act or any relevant licenses 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), the call charges (billed after the calls are made), the Minimum Commitment (see 7(k) and 7(p)) any other charges incurred in respect of the Services, with no right of set-off. 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(s) 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 the greater of £10 or 10% of the value of any bill not paid by direct debit, until such direct debit is put in place, unless we have agreed otherwise in writing.  
d) 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.  
e) 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, including legal fees, or expenses reasonably incurred by us in collecting or attempting to collect any amount owed by you.  
f) 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 a tariff with a call set up fee, this charge may vary depending on the type of call made and will be applied in addition to the cost of the call.  
g) If you have selected a saver or sharer Call Bundle, this will only include calls to UK local and national geographic numbers (beginning 01,02,03). If you have selected a flex Call Bundle, this will include calls to UK local and national geographic numbers (beginning 01,02,03) together with calls to UK mobiles on the main UK mobile networks. The duration of each of these calls is rounded up to the next whole minute and deducted from your allowance; any inclusive minutes remaining at the end of the month are lost. Qualifying minutes which form part of the Call Bundle(s) selected by you are specific to the Calling Line Identity (CLI) they are applied to and cannot be shared across other CLIs on the account with the exception of sharer bundles which will be shared across all the lines on a single account, but allocated sequentially to each line in the order they were entered on our systems until all qualifying minutes have been used up. You can only add a single Call Bundle per telephone number (CLI), but you can have multiple Call Bundles on your account, although we reserve the right to restrict the total number of bundles for technical reasons if necessary. All calls outside, or in excess of, an inclusive Call Bundle will be charged at the then specified tariff. Call Bundle charges will be pro-rated during the first and last month.  
h) You can ask us to change the inclusive Call Bundle relating to any telephone number at any time, subject to one change in any rolling three-month period, but once a Call Bundle has commenced a Call Bundle must always remain attached to that CLI. Such change(s) will take effect from the start of the following calendar month. You will be charged a £10 administration fee for each change.  
i) Where a Flex bundle is purchased, we reserve the right to cancel the selected bundle and charge all calls at the standard specified tariff if the percentage of minutes calling mobiles in any month is greater than 50% of the total volume of minutes in the selected bundle.  
j) If you have selected a tariff with an unlimited saver bundle this can only be allocated to a single analogue line and cannot be used on any form of multi-line.  
k) Where a Minimum Commitment applies in respect of each monthly bill we produce this will be £25 per month unless we have installed lines free of charge in which case a higher Minimum Commitment is required. 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. If you have selected a tariff which does not have a Minimum Commitment, you will be charged your total call spend only.  
l) 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.  
m) 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 or varied.  
n) If you wish to challenge an item on your bill, you must do so within three months of the date of the bill.  
o) 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.  
p) Where we have installed digital lines free of charge, you must meet the following Minimum Commitment call spend each month, or we will top up to this level:  
1 off ISDN2 = £50 pm, 2 off ISDN2 = £100 pm, 3 off ISDN2 = £130 pm, 4 off ISDN2 = £150 pm, 1 off ISDN3 = £150 pm

#### 8. Maintenance of your equipment

You will allow us (or an agent authorised by us) or arrange for your own maintenance engineer both at your own cost 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 MCP or 60 days' notice or if you are an Eligible Business the later of the end of the MCP 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 the Service is being used in an unauthorised way or for criminal activities or is in contravention of the Act and any other relevant licenses or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or 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 the Service is taking place; or  
v) we have reason to believe that any amount due from you may not be paid; or  
vi) if we are unable to establish a direct debit authority using the bank details you have provided to us at any time or  
vii) your direct debit instruction is refused or cancelled; or  
viii) you do anything (or allow anything to be done) which we think may damage or affect the operation of the networks; or  
vix) 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 dialled. 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. Any stored voicemail greetings or messages may be lost.  
c) If you are unable to use all of the services for a continuous period of three 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 hours 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 Agreement 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 whom 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 you need to send notice to us, you may do so in writing by registered post, by e-mail to the [tlmsupport@tmleurope.com](mailto:tlmsupport@tmleurope.com) or by telephone to 0844 499 0414. Where notice is sent by email, acknowledgement or read receipt of such email will provide proof of service. We will always send important notices to you relating to our Services in writing, which may be printed 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) or network provider 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 share your information with credit reference agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors. 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 personal data will be securely held and will not be disclosed to third parties for their marketing purposes. Unless you have opted out on the Order Form or Verbal Agreement, 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 opted out as before.  
i) The Company or business named in this Agreement is the customer and legally responsible for all aspects of this Agreement, including payment of all liabilities and costs incurred. We will only take instructions from the named contact who has signed the Order Form (or is confirmed as the customer in the Verbal Contract) on behalf of the Customer or someone else who we have reasonable grounds to believe is acting with your permission or authority, and in such circumstances, we will not be liable for any resulting loss, damage or inconvenience. By supplying a password or details of an additional named contact on the account to us at a later date, you are authorising us to disclose any information we hold relating to your TML account to the additional named contact. You warrant that the person signing the Agreement is an authorised signatory on any bank accounts whose details are provided to us for direct debit purposes. You may request that we send your monthly invoices and correspondence addressed jointly to both yourself and the additional named contact if required.  
j) 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.  
k) If requested by you at the time you entered in the Verbal Agreement or on your Order Form, we will register your telephone numbers with the Telephone Preference Service so you do not receive telemarketing calls at your premises.  
l) In the event that you move premises without informing us, you will remain liable for all charges associated with any Services being provided to that address until we have been properly notified that you are no longer occupying those premises. In such a case our 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 each period. We also reserve the right to end any Service we have been providing to you, without notice, in such circumstances and we will not be liable for any resulting loss, damage or inconvenience. You will be liable for any associated charge if services are ended under this clause.

#### 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 TML 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.