



Greystone Telecom Limited - General Terms & Conditions Of Business ('Ts&Cs')

Relates to this Agreement between us, Greystone Telecom Limited ('Greystone, our, we') Company Registered Number: 4066365 Company Registered Address: Greystone House, Rudheath Way, Gadbrook Business Park, Northwich, Cheshire, CW9 7LL. Tel: 0845 365 0500 Fax: 0845 365 0501 (Local Call Rate from all landlines in the UK) Website: www.greystonetelecom.co.uk Ofcom RID - BHD 02.11.04 ISO 9001 Accreditation UKAS 5759 ISOQAR 026; and you, our Customer ('Customer, you, your') who agree to these Ts&Cs.

Statement

These Ts&Cs apply to all Orders accepted by us, whether or not supplemented with additional Orders and/or other Terms & Conditions. These Ts&Cs shall take preference over them, apart from any Written Waiver, provided always that you (the Customer) have either signed agreeing to these Ts&Cs, or where we have recorded your verbal acceptance relating to an Order, and we have undertaken a supply of Services to you (and where we are able to demonstrate that we have posted, faxed or emailed these Ts&Cs to you) you will be bound by them. If you notify us in writing within 14 days of the date we send them to you, that you do not wish to be bound by them in the future, you will, nevertheless be liable for any and all costs that we have incurred and our normal Charges for the provision of the Service you have received, from the date we commenced the Service for you, to the date we are reasonably able to cease it for you. The above Statement forms part of these Ts&Cs, within this contract and which applies to the above and any other services which we provide to you.

1. Recitals & Definitions

These wordings have the following meanings:

'Act(s)' - an Act of Parliament and any later amendments, which have statutory effect, relating to this agreement.

'ADSL' - an acronym for Asymmetric DSL (see DSL).

'Agreement' - an agreement between Greystone and you our Customer for the Initial Term, relating to Services that we have agreed to supply to you from Commencement.

'Authorised Alteration' - an alteration made by Authorised Personnel to one of our Tariffs, to which we have agreed. We reserve the right not to provision any Order where the alteration exceeds any pre-agreed limits imposed on Authorised Personnel; or where an Order has been provisioned and we subsequently discover an Unauthorised Alteration, we reserve the right to terminate this agreement with you in accordance with the termination provisions of this agreement. (See Clause 12.5). No alteration to any other terms or clauses of our Ts&Cs is permitted without the express and written consent of a Greystone Director.

'Authorised Personnel' - a representative of our company being an employee, or reseller, business partner or dealer, who we have authorized to obtain Orders from Customers for our Services.

'Automatic Renewal' - unless you exercise your rights of Termination, (the provisions of which are as set out in Clause 12), and you have exercised these rights in accordance with the provisions in Clause 22 'Services of Notices', this agreement shall be automatically renewed, for a further period, of the same duration, as the Initial Term, and on the same or similar commercial terms and to which you will be contractually bound.

'Bespoke Tariff' - a billing plan that we have specifically created for a high call volume Enterprise.

'Bundled Tariff' - one of our billing plans which incorporates a fixed monthly fee, within which a pre-defined number of inclusive items (such as call minutes and/or bandwidth) are provided without additional charge and; after the pre-defined threshold is reached, a rate plan for overage for Service(s) is applied.

'CDRs' - an acronym for Call Data Records.

'Charges' - the Charges we levy upon you for payment to us, for the provision of the Service to you, which shall include the Tariff and any and all taxes and interest covered within these Ts&Cs.

'CLI' - an acronym for Call Line Identification being the telephone number of the caller.

'Commencement' - the starting time and date that we commence the provision of Service to you.

'Connection Facilitator' - the telecommunications network that enables you to connect to Our Chosen Carrier/Network via a line or lines or other means of access.

'Contract' - these Ts&Cs which will attach to all Orders and/or Schedules whether written and signed, or verbally agreed whether recorded or not, and/or Written Waivers between us, provided always that in accordance with our 'Statement' we have posted, faxed or emailed these Ts&Cs to you.

'Credit Statement' - the statement of credit that our billing platform may generate in relation to your account where we have agreed a TDM negative rate, always subject to clauses 8.13, 8.14 and 8.15, relating to a Bespoke Tariff, Bundled Tariff, or Tariff in relation to your inbound NGN call traffic.

'Customer' - you to whom we provide Service.



'Customer Equipment' - any hardware, and/or software, owned, controlled or licensed by you that you use to access our Services.

'DD' - an acronym for Direct Debit.

'DDI' - an acronym for Direct Dial In (a private number to dial into usually to avoid the switchboard).

'DQ' - an acronym for Directory Enquiries.

'DSL' - an acronym for Digital Subscriber Line known as Broadband.

'DWDM' - an acronym for Dense Wave Division Multiplexing which maximises the bandwidth that can be carried across optical fibre.

'Greystone 24 Hour Support' - the additional level of support that we provide optionally to you, at additional cost, 365 days per annum and 24 hours a day when you call our out of hours Customer Service Number.

'Initial Term' - the initial period of this Agreement, as itemized on the Order Form.

'ISDN' - an acronym for Integrated Subscriber Digital Network (ISDN2 and ISDN30).

'ISP' - an acronym for Internet Service Provider.

'L4L' - an acronym for Line for Line (usually a transfer of all line services when changing line supplier).

'LCR' - an acronym for Least Cost Routing.

'LLU' - an acronym for Local Loop Unbundling; a process where BT permits its local network (the copper wires between customer premises and local BT exchange) to be disconnected and re-connected to the LLU operator, who upgrades the lines to DSL technology to provide 'always on' high speed access to the internet.

'License' - any license owned, controlled or licensed by us for our use, which we are permitted to license or sub license to you.

'Network' - any telecommunications system and associated equipment, hardware and software, utilised to provide telecommunications data and voice services.

'MPLS' - an acronym for Multi-Protocol Label Switching which is a technology platform, and acts as a layer to a network protocol by adding its own label to each packet of data, enabling greater priority to mission critical data. [Example - voice given greater priority than email]

'NGN' - an acronym for Non Geographic Number, which we license or loan to you, or port on your behalf from another Network to a Network of our choice.

'Number Loan' - any telephone number licensed to us that we have been using and which routes to one of our own landline numbers, which we temporarily agree to lend to you to route to one of your chosen landline numbers. The Number Loan shall be for a maximum set period of time, but on which you agree to relinquish any and all borrowing rights at any time upon 30 days written notice from us and which we expressly forbid you, at any time to port away or attempt to port away from Our Chosen Carrier Network.

'Ofcom' - The Office of Communications, being the regulatory authority for the communications industry within the UK and which includes telecommunications.

'Order' - an Order or Schedule which defines the scope of the Service, relevant Tariff, Charges, and/or Credits and Special Terms, and if confirmed as a Written Waiver between us, may take precedence over specific clauses within these Ts&Cs.

'Our Chosen Carrier' - the telecommunications carrier, we have pre-selected responsible for switching our/your outbound calls (landline and airtime) to the chosen destination; and/or for switching our/your inbound calls (landline and airtime) where their switches handle our/your NGN traffic; and may also refer to our chosen ISP.

'Our Code of Conduct' - the Code to which we adhere in the provision of telecommunications voice and data services and which is detailed within our web site at www.greystonetelecom.co.uk.

'Our CPS' - an acronym for Carrier Pre Selection, being an outbound Service, where we choose on your behalf to pre select a carrier, to provide switched fixed-line/land-line telecoms Services on your behalf, which enable your calls, and their delivery to be our responsibility and for which we will bill you and for which you have agreed to pay us, in accordance with our Charges and Tariff structure.

'Our IDA' - an acronym as an alternative to Our CPS, by using alternative means of indirectly accessing Our Chosen Carrier, such as PBX programming, which routes calls through the Connection Facilitator or otherwise, to Our Chosen Carrier.

'Our Service Faults' - any defect, error, or fault within Our Chosen Carrier's Network, but excludes any of your acts or omissions, or those of third parties and/or other carrier's or other providers of telecoms voice and data services, computers, servers, internet services, or any failure, error or defect arising as a result of causes beyond Our Chosen Carrier's or our control.

'Our Web Site' - our main company Web Site www.greystonetelecom.co.uk or other sites attached or white branded related sites which carry our name.



'Payment' – payment you agree to make for the Service(s) in accordance with the Tariff. (Our destination schedule is available from us upon written request).

'PBX' – an acronym for private branch exchange (a conventional telephone system)

'PRS' – an acronym for premium rate service.

'PSTN' – an acronym for Public Switch Telephony Network, the conventional 20th Century means of delivering each call down an unshared channel.

'Renewal Period' – a period of time starting on the anniversary date of Commencement and of the same duration as the Initial Term, which has the effect of renewing the contract between us

'Replay' – a network call-recording facility.

'Service' – the Service agreed between us or that specified within any Order or Schedule or Written Waiver and may comprise one or more Services.

'Service Credits' – the credits that we may offer to you, in accordance with warranties within this or any other Service Level Agreement(s) if applicable.

'Service Loan' – we temporarily lend the Service, linked to a Number Loan to you and you therefore temporarily borrow from us, for a predefined maximum set period of time, the Service but on which you agree to relinquish any and all borrowing rights, at any time, upon 30 days written notice from us, and which we expressly forbid you, in the meantime or at any later time, to attempt to transfer or transfer the Service directly to Our Chosen Carrier directly or indirectly or via another telecoms carrier, reseller, business partner, dealer or entity involved in the telecoms industry.

'SDSL' – an acronym for Symmetric DSL (see DSL)

'Software' – software that we provide for you under license or under Service Loan which enables you to use certain Services.

'Standard Terms of Payment' – collection of our invoices to you by DD within 14 days.

'Supplier Equipment' – any hardware, and/or software owned, controlled or licensed by us that you use to access our Services.

'Tariff' – in relation to any Service we supply, our Standard Tariff and unless modified by Authorised Personnel, in the Order, or Schedules, or by Written Waiver, is calculated by the application of any appropriate pre-agreed fixed charge(s) and/or rate per unit of time, for voice and data calls and faxes to different destinations and category of call. In addition, we may charge you, for and/or connection fees, disconnection fees, and re-connection fees or other services to which you have agreed.

'TDM' – an acronym for Time Division Multiplexing used in the PSTN as a means for carrier CDR assembly.

'TLI' – an acronym for Terminating Line Identification being the telephone number of the recipient of the call i.e. the number you are calling.

'The Acts' – the 'The Telecommunications Act 1984' and 'The Communications Act 2003' and any amendments to both, thereof.

'Unacceptable Use' – any activity which includes but is not necessarily limited to terrorist, criminal, illegal, malicious, threatening, harassing, or defamatory behaviour or attempting to violate or compromise security, permit unauthorised access relating to any product or Service that we may provide utilising the internet, landline or airtime networks; the definition of which is more comprehensibly detailed within Our Web Site or is available from us on request by email, fax or by post. If you attempt to use our Service for the purposes of Unacceptable Use, we may terminate the Service without notice and you agree that you shall have no claim against us whatsoever.

'Unauthorised Alteration' – any alteration which is not an Authorised Alteration.

'Usage Threshold' – bandwidth, capacity, usage, volume restriction and/or any commitment in respect of such usage or period of use, as agreed between us that you shall not exceed without our express consent and for which consent to be permitted, may incur additional Charges.

'WLR' – an acronym for Wholesale Line Rental.

Written Waiver – a variation from these Ts&Cs included within any Order or Schedule and which shall take precedence in the event of conflict, over them, unless such variation is ultra vires or legally unenforceable or conflicts with Acts, or The Acts, Ofcom's directives or the directions of any relevant regulatory authority, and/or Court of competent jurisdiction. The Written Waiver shall set out 'that which' has been agreed between us, and shall be signed by authorised signatories of both parties, in our case this shall be a Greystone Director.

2. Services Provided

2.1 We undertake to provide, operate and maintain our Services in accordance with these Ts&Cs.

2.2 We undertake to use reasonable and appropriate care in the provision of these Services.

2.3 We provide the Services for your use only.

3. Service Level Agreements & Faults



3.1 We do not guarantee that the Service(s) will be continuously available to you or free from interruption or Service Faults

3.2 Where you believe you are experiencing a Service Fault and where your Line Rental is with another Connection Facilitator you should firstly attempt to make the call by pre dialing, in front of your chosen TLI, a 4 digit number, usually beginning with 1, followed by three further digits, that will permit you to make the call through the BT network or other Connection Facilitator. If you cannot get through it is unlikely to be Our Service Fault and more likely to be the Connection Facilitator's fault which you should report to them.

3.3 Where you believe you are experiencing Our Service Fault, or where your Line Rental is with us you should immediately report this to our Customer Services Team at our 'Greystone 24 Hour Support' desk. During Normal Business Hours 09:00 (am) to 17:30 (pm) Monday-Friday, excluding all Public and Bank Holidays you should call us Tel: 0845 365 0500; Outside of Normal Business Hours, Evenings and Week-ends and on Public Holidays you should call us on a number that shall be provided to you where you have agreed to take our optional 'Greystone 24 Hour Support'; and provide us with your First Name, Last Name/Surname, Customer Account Name or Number, Address from where you are calling with Post Code, Address where the fault has occurred if known, with Post Code, details of the fault, and a working fixed-line/land-line or mobile telephone number where we can call you back. Where possible you should also confirm your most up-to-date email address, so that we can update you in writing.

3.4 We will log the time of your call and where you have provided us with your email address confirm by email our ticket reference number for Our Service Fault. Additionally we undertake to investigate the problem and call you back within 60 minutes, or earlier if possible to advise that Our Service Fault has been escalated to Our Chosen Carrier's Help Desk.

3.5 Where having investigated the Fault, we find that you have not suffered Our Service Fault, we reserve the right to charge you for all reasonable costs incurred in investigating the report and you agree to pay such charges.

3.6 Where as a result of Our Service Fault and where a Service Level Agreement specified in the Order has not been achieved, subject to these Ts&Cs, we may issue you with Service Credits in accordance with this Contract and/or Service Level Agreement.

3.7 The duration of Our Service Fault will be measured from the time the Greystone 24 Hour Support desk receives notification from you, until we can demonstrate that the Service has been restored. This time period will not necessarily correspond absolutely with the time period notified to us by Our Chosen Carrier.

3.8 Service Credits will be the maximum extent of our liability and your exclusive remedy in respect of any failure to achieve Service Levels, and all other rights and remedies are excluded to the maximum extent permitted at law.

3.9 You must report the Our Service Fault to Greystone 24 Hour Support desk within 48 hours of its first occurrence, for us to provide fault handling and resolution Services.

4. Use of Services

4.1 You hereby agree that you will not use our Services for unlawful purposes or Unacceptable Use.

4.2 You agree not to cause degradation of our service to yourself or any of our Customers.

4.3 You agree not to send unsolicited emails, texts, marketing or advertising material.

4.4 You agree not to participate in the transmission or storage of material that is pornographic and/or obscene, defamatory or menacing and/or offensive or which would result in the breach of any third party's intellectual property rights, confidential information or privacy.

4.5 You agree not to breach the Data Protection Act 1998 or any amendments thereof.

4.6 You agree not to exceed any pre-agreed Usage Threshold, neither to cause congestion, nor disrupt nor overload Our Chosen Carrier's Network. You agree to provide us with 2 days written notice of any advertising, promotions or campaigns, in reasonable contemplation of Usage which, may cause abnormal demands on Our Chosen Carrier's Network.

4.7 You agree not to breach or cause Our Chosen Carrier to breach their licenses.

4.8 You agree to be responsible for maintaining and backing up any and all data relevant directly or indirectly that integrates with or complements our Service and additionally to be responsible for maintaining a robust Disaster Recovery Process in the event of failure.

4.9 You agree that you will obtain any requisite licenses, consents or permissions and permit or procure permission for us to have access to your premises, if required to fulfill any part of our Service. We reserve the right to charge you at our current rates for any work that we carry out other than in routinely maintaining your account.

4.10 You agree to indemnify us against any claims, proceedings or threatened proceedings from third parties and against any loss or damage suffered by us arising out of any breach of your obligations within the Ts&Cs of this agreement and for all costs incurred by us in investigating or defending ourselves against such claims or proceedings, threatened or otherwise.



5. Our Equipment

5.1 In the event that we provide equipment to you, unless otherwise expressly mentioned, in writing within our Order, we offer you a non exclusive license to use the equipment, and strictly within the premises specified within the Order and only for the duration of the period when you are using our Services.

5.2 You agree to keep any of our equipment, required for us to provide Service, which shall include, but not be limited to hubs, dialers, routers, private bureau exchanges (PBXs), and handsets connected to Our Chosen Carrier and/or Network of our choice, for the duration of the Initial Term or its renewal(s).

5.3 The title of our equipment does not pass to you. By exception we may offer to install equipment, that we notify, but only in writing and within the Order, as being 'your equipment' in which event title of the equipment will pass to you on payment of any and all Charges set out within the Order.

5.4 You are responsible for the maintenance of our equipment, unless otherwise specified within the Order, whilst in your premises and for its return to us on termination of the use of Services. You hereby agree that in the event you fail to return it for any reason within 14 days of the termination of the use of our Services, you will not withhold access to your premises, but on the contrary, will permit us or our appointed representative to enter into your premises, disconnect it and remove it for us. In such event, you agree that within that 14 day period and prior to its disconnection you will ensure that such disconnection by us, or representative, will not affect nor cause to effect any damage, Network damage, or IT damage to any systems, software or hardware that have been linked and agree to indemnify us against any claim, if by failing to comply with this term, you suffer loss or damage.

5.5 Risk in respect of any equipment will pass to you on delivery and you agree to obtain and/or maintain all insurance risks sufficient to cover our interests in relation to such equipment.

5.6 When the equipment is returned to us, we require that it is in serviceable condition. Where equipment is not returned to us or where returned equipment is not in serviceable condition, we reserve the right to replace that equipment, on a 'new for old' basis, at current replacement prices and you agree to pay us in full for such cost.

5.7 You may not assign our equipment without our explicit and express prior consent in writing, such consent not to be unreasonably withheld by us.

5.8 You agree to indemnify us against claims, proceedings, or threatened proceedings from third parties and which may include those of the customers of Our Chosen Carrier, and our Customers, caused by the acts or omissions of yourself, your agents, representatives and sub-contractors, and for all costs and expenses reasonably incurred by us in investigating and defending ourselves in relation to any such claims, proceedings or threatened proceedings.

6. Your Equipment

6.1 You are responsible for the provision of all necessary hardware, software, network facilities, lines and telecommunications services, unless otherwise specified within the Order.

6.2 You agree to ensure that your equipment at all times conforms with the relevant standard designated by all relevant legislation, including the Acts.

6.3 You agree to keep any of your equipment, required for us to provide Service, properly maintained and in serviceable condition and which shall include, but not be limited to hubs, dialers, routers, private bureau exchanges (PBXs), handsets and where you or your telecoms equipment maintainer exercise control over the direction and connection criteria, agree to keep such equipment connected to Our Chosen Carrier and/or Network of our choice, for the duration of the Initial Term and any subsequent renewals..

6.4 Our Chosen Carrier may reserve the right not to keep connected any of your equipment where in their reasonable opinion it is liable to cause death, personal injury or property damage or to impair the quality of their Services or our Services, or which might cause them to breach their own licenses or obligations to any third party.

6.5 If you place your equipment in Our Chosen Carrier's site you will remain responsible for the risk of the equipment and agree that you will maintain cover for its replacement value; against fire, theft, accidental damage and all other risks; public liability insurance of not less than £10 million per annum; and on request provide us with certificates of cover and evidence of payment premiums.

6.6 Where placed in Our Chosen Carrier's site your equipment must meet minimum technical specifications as specified by Our Chosen Carrier to be compatible with the Service you have agreed to take from us; it must comply with all applicable legislation or regulations; you must obtain all required licenses or consents for them to have access to your equipment; and unless we have otherwise agreed with you in writing beforehand and within the Order, you will be responsible at your own cost for delivering your equipment to Our Chosen Carrier's site and for the prompt removal from their site, also for the installation and de-installation costs and those of removal.

6.7 You will not be entitled to remove your equipment from Our Chosen Carrier's site in the event that you owe us monies for Services that are unpaid and outstanding beyond our contracted terms with you, other than those that are 'current' and are not due for payment at the time and date of the planned removal.



6.8 You agree to indemnify us and Our Chosen Carrier against any claims, proceedings or threatened proceedings from third parties or from Our Chosen Carrier for any loss or damage suffered arising out of their possession or use of your equipment and all reasonable costs incurred by us investigating, and defending ourselves in relation to any such claims, proceedings or threatened proceedings.

7. Allocation and Use of Telephone Numbers

7.1 Where we allocate any telephone numbers which shall include but not be limited to NGNs or Codes, as part of our Service you acknowledge that we operate two entirely different systems, as described in clauses 7.3 and 7.4 respectively and that you do not acquire any legal, equitable or other rights in relation to any telephone numbers, NGNs or Codes. You are not entitled to sell, transfer, any telephone numbers, NGNs or Codes allocated by us; and neither are you permitted to register them as trademarks.

7.2 NGNs and PRS Numbers, according to the prefix and use are regulated in the UK by Ofcom and PhonePay Plus and ICSTIS. In the event that we allocate by license or loan or port such numbers for you and you expend monies promoting them in stationery, within literature or other media, you agree and understand that these regulatory bodies have the authority to alter their terms of use and or conditions relating to their use, the name or classification by which these numbers may be known as or may be referred to, and the charges or credits that may apply, and if such changes are made, you accept them and agree that we may make such necessary amendments to numbers and or introduce additional codes and alterations and terms and conditions of use that are required to comply.

7.3 We may license you to use a telephone number, NGN or Code which may reside within Our Chosen Carrier's Network. We reserve the right to impose a Connection Fee and/or Monthly Support Charge, provided always that this has been agreed verbally between us or specified within the Order. We reserve the right to charge you a nominal Transfer Fee on each NGN, where we have agreed to transfer a number or numbers for you to another reseller or carrier. You may port numbers to and from Our Chosen Carrier's Network providing always they have a porting agreement with the other network and your Payment of our Charges for our final account has been received by us.

7.4 We may temporarily provide you with a Number Loan at our discretion. We reserve the right to port this number at any time to an alternative network. You are not entitled to port this number at any time, as it is on loan to you. If notified by Our Chosen Carrier or any other reseller or carrier that you have requested to port such Number Loan, you will be in breach with these Ts&Cs. In such event, the Number we have loaned to you will be immediately and without notice or any recourse be disconnected and the number immediately re-connected to one of our chosen landline numbers. We do not charge Connection Fees or Monthly Support Charges for Number Loans, and Transfer Fees do not apply, but we reserve the right to credit or debit you according to use and any costs that we incur in maintaining a temporary Service for you.

7.5 Where we have agreed to provide your outbound call traffic with line rental, provided we have received a request in writing from you, we will endeavour to place a single entry into the next printed BT phonebook, subject to their terms and conditions and any appropriate charges. In the event that because of timing, or other reason they will not at that time accept our instructions; or if in error we fail to place an entry on your behalf having been requested to do so, or if in error if we place an incorrect entry on your behalf, you hereby irrevocably agree that we are not liable for any and all losses, and/or consequential losses that you suffer.

8. Charges and Payment

8.1 You agree to pay us the Charges set out in our Order or as subsequently notified to you.

8.2 Charges will be payable with effect from the time and date that the Service or any part thereof is first made available to you for use.

8.3 We will not alter our Tariff during the Initial Term or any Renewal Period, mid-term, without due cause (such as an increase in charges to us, relating to a Service we provide to you from a network or carrier).

8.4. Where we vary the Tariff for any Service provided, we shall give you at least 30 days written notice and the variation will apply immediately thereafter. If a variation imposed on us has been backdated, we reserve the right to backdate our variation to maintain our margin; and in such event that backdating means that we have undercharged or overpaid you, you agree to pay us back the amount of any such undercharge or overpayment, within 14 days of our notification to you.

8.5 On any renewal we may amend upwards our Tariff by any increase in the Retail Price Index or by 5%, (whichever is the lower), without notice to you. Where we increase the price by more than 5% or more than the Retail Price Index, (whichever is the lower), you may at any time provide notice of your wish to terminate this agreement, with us in accordance with clause 12.6.

8.6 The regulatory authorities (see Clause 7.2) may enforce alterations which may affect our Charges and you hereby agree to accept any such changes that are imposed upon us, that we apply to you to maintain our margin.



8.7 Our charges are subject to Value Added Tax (VAT), at the current prevailing rate. Our charges are always quoted Net of VAT unless otherwise specifically stated within the Order. Where we have specifically stated that our charges are inclusive of VAT, the Net Amount of our charges will be calculated by multiplying the inclusive charge by $100/(100 + (\text{VAT Percentage} \times 100))$. You will be responsible for the payment of VAT unless we agree otherwise with you in writing and within the Order.

8.8 We will endeavour to issue Invoices or Credit Statements to you within 14 days of the end of each monthly billing period, subject always to obtaining the requisite, correct and accurate CDRs from our suppliers.

8.9 Our Standard Terms of Payment are collected by Direct Debit and the mandate is incorporated within the Order or can be sent to you under separate cover.

8.10 In the event that your Payment to us has not been made by Direct Debit, you agree to pay our invoice or invoices within 14 days of the date of the invoice. We reserve the right and you agree herewith to pay us interest on a daily basis at a minimum rate of 4% above the base rate of The National Westminster Bank plc (NatWest); or we reserve the right, in the event of non-payment of any invoice which is not the subject of a bona fide dispute or in the event of non-payment of the proportion of any invoice which is not the subject of a bona fide dispute, to charge daily interest on any outstanding amounts to run from the due date of payment until receipt by us of the full amount including any accrued interest whether before or after judgment in respect of the overdue amount, at the full rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 or as subsequently amended.

8.11 Where we have agreed to provide you with a Bundled Tariff or a Bespoke Tariff and your payment history fails to meet our Standard Terms of Payment for 3 consecutive months, you agree that we may immediately and without notice transfer your account to our Tariff for the remainder of the Initial Term or Renewal Period, and this shall not be a penalty and clause 8.10 shall continue to have effect.

8.12 Where under this contract we receive an invoice from you, generated as a result of our Credit Statement(s) to you, provided it/these complies/comply with clauses 8.13, 8.14 and 8.15 or where an undisputed sum becomes payable by us to you, you shall be entitled to offset/deduct that sum from Charges due from you to us.

8.13 Where the Credit Statement for the monthly or part monthly period is less than £200 (+VAT) we will not accept any invoice from you. Where the combination of Credits from previous billing periods exceeds £200 (+VAT) we will accept your invoice on the condition that Time is of the Essence, as specified in clause 8.15.

8.14 We shall pay your invoice, in full, within 45 days of receipt, by cheque or BACS, provided always that the total specified in the Credit Statement or combination of previous Credit Statements, exceeds the threshold set out in clause 8.13,

8.15 Where from Commencement to the end of the Initial Term, or from the anniversary date of Commencement to the end of the period of Automatic Renewal (each period being separate for the purposes of this clause) and where the combined Credit Statements we have sent you for each period, have exceeded the threshold in 8.13 and you have failed to send to us an invoice, we shall not accept any invoice for any portion of each period unless we have received it within 60 days of the end of the Initial Term, after which all previous Credit Statements and any subsequent invoices relating to them that you may later send to us shall cease to have effect. No Credits may be carried forward by way of Automatic Renewal and likewise where the combined Credit Statements we have sent you for such Renewal Period, have exceeded the threshold in 8.13 and you have failed to send to us an invoice for those in the Renewal Period, we shall not accept any invoice for any portion of the Renewal Period unless we have received it within 60 days of the end of the Renewal Period, after which all previous Credit Statements and any subsequent invoices relating to them that you may later send to us shall cease to have effect. No Credits may be carried forward by way of further Automatic Renewal and likewise going forward and you agree to be irrevocably bound by this condition and hereby waive any right to contest it, and this shall apply if you continue to undertake a renewal of the contract with us, by way of Automatic Renewal or otherwise, or continue under a longer contractual period and Time shall continue to be of the Essence.

8.16 Where you cancel, terminate or in any way 'cut short' the period of your contractual term with us, or where you have not Served Notice on us, in accordance with the provisions of clauses 12.7 and 22, and the contract becomes the subject of Automatic Renewal, you will be liable to compensate us, should you move your business to another supplier, for our loss of gross profit, and/or margin, and/or commission, for the (or any) outstanding term that has been 'cut short.' If there is any dispute over our charges, you agree that you will not retain any sums that are not the subject of the dispute.

8.17 You agree that we may suspend, and or disconnect any or all Services where your account with us has fallen outside and beyond our Terms of Payment and we have notified you in writing and/or verbally and you have failed to bring your account within terms, within 7 days thereafter.



8.18 You will remain liable for all charges if the Service has been suspended or disconnected for Non Payment or you have transferred your account or numbers or NGNs to an alternative provider.

8.19 If you change your address you must notify us within 14 days and agree to compensate us for all costs that we incur in tracking such change where you have not notified us. Additionally, if you permit another party to use your telecoms services you will remain liable to us in both in contract and tort for any use that follows.

9. Changes to Service and this Contract

9.1 On 30 days written notice to you we may vary any of these Ts&Cs and any other provisions or technical specifications of the Services, subject to our adherence to clauses 8.2 to 8.6 inclusive and 8.11 with regard to changes in our Charges.

10. Security and Back Up

10.1 You are responsible for the Security of your use of the Service, including but not limited to protecting all passwords, backing up all data, employing appropriate security devices, including virus checking software and having disaster recovery processes in place.

10.2 Where as part of our Service we provide our equipment or Services, which have the principal purpose of safeguarding the security of the Services, we will use reasonable efforts to ensure that, as at the date of installation, our equipment will comply with the agreed specifications for your equipment and/or Service. However, we provide no warranty as to the Security of the Services.

10.3 You agree to let us know immediately that you become aware of any matters that you believe or might reasonably believe may constitute a threat to the Security of the Services.

11. Commencement & Term of Agreement

11.1 This contract commences (Commencement) when both parties have executed the Order, and subject to completion of a satisfactory Credit Check (if required by us) except where any telephone number, NGN or Code is required and specified within the Order, it will not form a contractual and binding arrangement for us to supply, until we have confirmed in writing by letter, email, fax or invoice that we have made the allocation and we have been able to connect such telephone number, NGN or Code, to provide Service

11.2 This contract will continue for the Initial Term subject to Automatic Renewal, and shall continue until terminated by either party in accordance with the provisions in clause 12.

11.3 We will use reasonable endeavours to commence Service as soon as possible. All estimated start dates are estimates and we cannot guarantee them nor will we accept any liability for failing to meet them, as Time is not of the Essence in relation to any matter within these Ts&Cs other than those specifically set out in clauses 8, 12, 13 and 22.

12. Termination

12.1 If you fail to pay any Charges or fail to comply with your obligations under clause 8 these failures will be considered to be material breaches for the purposes of clause 12.2.

12.2 We may terminate this contract with you if you:

12.2.1 Fail to pay any sum outstanding and due to us within 7 days of receiving notice demanding payment.

12.2.2 Having been notified by us for being in material breach, fail to remedy that breach within 30 days of our notification.

12.2.3 Are in material breach and are unable to remedy that breach.

12.2.4 Commit persistent breaches.

12.2.5 Have any license (under which you have the right to run your own telecommunications business and connect it to Our Chosen Carrier's system), revoked or amended, or if such license ceases to be valid.

12.2.6 Make any arrangements with your creditors or become subject to an administrative order or go into liquidation, whether voluntary or compulsory (other than for the purposes of reconstruction or amalgamation), or an encumbrancer takes possession of, or a receiver is appointed in respect of any of your assets.

12.3 In the event of termination either before, the end of the Initial Term or the end of any Renewal Period, you will in addition to paying any unpaid Charges, be liable to pay us the cancellation charges as specified in any Charges Schedule or in the event they are not specified, an amount to compensate us for our loss for you being unable to complete the contract with us.

12.4 We may terminate this agreement if Our Chosen Carrier's license is revoked or modified in any way which has a material impact on our ability to provide the Service agreed with you, unless we are able to offer substantively the same Service anticipated by you, through one or more alternative carriers.

12.5 We may terminate this agreement with you, with immediate effect if we discover that an Unauthorised Alteration has been made to the Order or Schedule, or to these Ts&Cs, or to the Tariff, Bespoke Tariff or Bundled Tariff.



12.6 Where you are permitted to terminate this agreement in accordance with Clause 8.5, you may provide us with 30 days written notice, which we shall accept, without penalty provided that you settle your final account within 14 days of our final invoice to you.

12.7 This agreement shall end on the anniversary date of Commencement, provided that you have served us with requisite Notice in accordance with clause 22, not less than 3 calendar months and not more than 6 calendar months before the anniversary date. This period of Notice provides us with adequate time to ensure our systems, relating to cessation of your Service and any notices we are required to provide our suppliers are undertaken and also that our billing platform can make preparation for your final credit or debit invoice. Unless we are notified by you, we will therefore assume that you do not wish to lose Service and wish to continue Service with us beyond the Initial Term. If you do not notify us, in accordance with the terms of this clause, your agreement with us shall be automatically renewed for a Renewal Period of the same duration, as the Initial Term, and Time shall be of the Essence. The same process of Automatic Renewal shall continue for each Renewal Period thereafter.

12.8 On termination each party agrees to return to the other party any Confidential Information it has within its possession.

13. Cancellation and Suspension

13.1 You may cancel any individual Service or this Contract in accordance with the Termination provisions in Clause 12.

13.2 Subject to clause 13.3 where you cancel a Service where you have committed to a Usage Threshold which is then diminished as a result of the cancellation, you hereby agree to pay for the Charges applicable; for the unexpired period and/or compensate us for the value to which we would have been entitled, had any reduction in the Usage Threshold not occurred.

13.3 Where you cancel our Service due to changes made to this contract or to the Services, as a result of us serving you with notices under clauses 8.5 and or 9, you will not be liable to us for any of the Charges outlined in clause 13.2, but will remain liable for all other Charges.

13.4 We may suspend the Services if:

13.4.1 You fail to meet your obligations in relation to any agreed Usage Threshold and notice demands under clause 4.6.

13.4.2 Your account with us has fallen outside and beyond our Terms of Payment and we have notified you in writing and/or verbally, and you have failed to bring your account within terms, within 7 days thereafter. Our Suspension of Service will not entitle you to terminate this contract or its contingent liabilities.

13.4.3 We have reasonable grounds to believe that you or any third parties are using our Service for Unacceptable Use.

13.4.4 Technical limitations arise which materially affect functionality and performance of our Service.

13.4.5 If in our opinion your intentions or actions indicate that your conduct is likely to result in a breach of the law or is otherwise prejudicial to our interests.

13.4.6 Operational reasons, such as upgrades need to be undertaken or regular servicing or emergency maintenance is required.

13.4.7 Our Chosen Carrier is required to comply with any instruction or request of a competent governmental, regulatory or other authority.

13.5 We will provide you where practical of any notice of Our Chosen Carrier's intention to suspend the Service and in relation to clauses 13.4.3 to 13.4.6 inclusive.

14. Force Majeure

14.1 Neither party will be liable to the other for any delay in performing any of its obligations under this contract (other than its obligation to pay the Charges) which have occurred as a result of circumstances which are entirely outside the control of either party. These include but are not limited to energy and power failures, third party telecommunications non availability and breakdown of equipment, Acts of God, Terrorism, Explosions, States of War and/or other hostilities.

15. Intellectual Property

15.1 All intellectual property rights in our equipment remains with us or with our suppliers unless expressly specified within the Order.

15.2 Where any Software is provided to enable you to make use of the Services, we grant to you a non-exclusive non transferable license to use the Software solely for the purpose of receiving the Services. Where any additional terms and conditions apply to the use of the Software we will make these known to you and you will if requested, sign an agreement reasonably required to protect the owner's rights in the Software.



15.3 You will not copy, decompile, or modify the Software without either our or Our Chosen Carrier's consent (except as permitted by law) and will not distribute or disclose the Software to any third party.

15.4 We have no obligation to review or edit any of your information or third party information which you store or transmit through our equipment or that of Our Chosen Carrier. However, we reserve the right to access, retain and disclose copies of such information for the purpose of:

15.4.1 Correcting, maintaining or improving the Service.

15.4.2 Complying with applicable laws, regulations and statutory instruments or terms of licenses and contracts relating thereto.

15.4.3 Observing the performance of the Services including monitoring Service Level Agreements.

15.4.4 Retaining a record of activity on our equipment or that of Our Chosen Carrier.

15.4.5 Complying with a request for information from any Court of competent jurisdiction or appropriately authorised body.

15.4.6 Ensuring that you do not contravene our policy concerning Unacceptable Use.

16. Confidentiality

16.1 Neither party will disclose to any third party, without the prior written consent of the other party any confidential information which is received from the other party as a result of any confidential information which arises as a result of this contract; and any confidential information passing will only be used in connection with providing the Service. These restrictions will not apply where the information is made or becomes generally available to the public other than by way of breach of this clause; or where it is acquired by a third party who owes no duty of confidentiality to either party.

16.2 Notwithstanding clause 16.1 we shall be entitled to disclose confidential information required by any court of competent jurisdiction, by any governmental or regulatory authority or where there is a legal right, duty or requirement to disclose it.

17. Limitation of Liability

17.1 Neither party shall be entitled to limit its liability for death or personal injury.

17.2 The limitation of our liability to you shall be to pay Service Credits as specified in clause 3.8 and it shall be your maximum remedy and maximum extent of our liability and your sole remedy for Service Failures.

17.3 Subject to clauses 17.1 and 17.2 we are not liable to you whether under this contract, tort (including negligence) or otherwise for any delay in billing, direct or indirect loss of profits, anticipated profits, loss of earnings or revenue, or costs incurred by you, business, goodwill, or anticipated savings or for any indirect or consequential loss or damage including but not limited to claims against you from third parties and loss of or damage to your data, even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the loss.

17.4 Subject to clause 17.1 our liability to you in contract, tort (including negligence) or otherwise in relation to, or arising out of this contract is limited to the lower of £100,000 (one hundred thousand pounds) or one quarter of the annual aggregate Charges arising under this contract for all events, claims, losses, however arising during the term of this contract. Service Credits paid or credited by us to you will be taken into account for the purposes of calculating the limitation amounts set out in clause 17.

17.5 Except as expressly set out in this contract and to the maximum extent permissible by law, all other warranties, terms and conditions whether express or implied are excluded.

17.6 We are not liable to you in contract or tort (negligence) for any acts or omissions by or of you or any third party, including other telecommunications providers, computer suppliers, software suppliers, network and router suppliers and/or internet suppliers.

17.7 Each provision of this contract excluding or limiting our liability operates separately. If any provision of this contract is held to be invalid, in whole or in part, it shall not affect the enforceability of the terms in the remainder of the contract.

17.8 You must bring any legal proceedings against us within 14 months of the date when you first become aware or ought reasonably to have become aware of the facts or alleged facts giving rise to such liability or alleged liability or within the relevant statutory limitation period, whichever is the earlier.

17.9 Any waiver of any provision within this contract will not be effective unless made in writing, and such waiver headed 'Written Waiver' and as specified in the Recitals & Definitions of this agreement.

18. Service Credits

18.1 Subject to the other provisions of this contract, for each minute of a Service Fault within a period when a Service Failure occurs, you may be entitled to claim a Service Credit, save where:

18.1.1 It is caused by circumstances beyond the control of ourselves and that of Our Chosen Carrier.



18.1.2 The Service Fault is for less than 15 minutes, as calculated by Our Chosen Carrier, using data from their network.

18.1.3 We receive any claim from you more than 30 days after the date and time of such event.

18.1.4 You or your representatives or agent, or a third party by any act, neglect, default, error or omission have contributed or caused you to suffer the Service Failure.

18.2 Service Credits means an amount equal to the amount of Charge or Credit for an estimated equivalent number of outbound or inbound minutes, or bandwidth during the period of the Service Fault of Our Chosen Carrier, within the period of Service Failure.

18.2.1 We shall estimate the equivalent number of inbound and outbound minutes or bandwidth by reference to the immediate preceding outbound and inbound month's minutes or bandwidth, of your relevant account(s) with us.

19. Assignment or Transfer

19.1 We may assign, sub-contract or otherwise transfer this contract to any third party, in our absolute discretion.

19.2 You may not assign, license or sub license, or transfer this contract to any third party, without our written consent. Where there is a change in control of your company or partnership or more than 50% of any equitable interest is transferred, you will require our written consent. We shall take into account the history, quality, standing, of any assignee, licensee or sublicense, or transferee and where we have no reason to believe our agreement or interests will be diminished by such consent, it will not be unreasonably withheld.

20. Whole Agreement

20.1 This agreement and any documents referred to therein contain the whole agreement between the parties and supersede all previous agreements. In the event of any conflict between this agreement, the Order and any Written Waiver under clause 17.9, the Written Waiver shall take first precedence; these Ts&Cs shall take second precedence; and the Order third precedence. In entering into this agreement no party may rely on any representation, warranty, collateral contract or other assurances (except those set out in this agreement) made by or on behalf of any other party and each of the parties waives all rights and remedies, which but for this sub-clause might otherwise be available; provided that nothing in this sub-clause shall limit or exclude any liability for fraud.

20.2 Any third party who is not a party to this contract shall have no redress under the Contracts (Rights of Third Parties) Act 1999.

21. Law

This agreement is governed by and shall be construed in accordance with English law and the parties hereby submit to the jurisdiction of the English courts. Nothing in this agreement shall prevent us from applying to any Court in any other jurisdiction for an injunction or other like remedy to restrain the Customer from committing any breach or anticipated breach of this agreement and for damages and other consequential relief.

22. Services of Notices

Any documents to be served under this agreement shall be delivered to the party to be served at the address set out in this agreement or such other address notified for this purpose. Any notice or document shall be deemed to have been served: if delivered at the time of delivery; or if posted at 10.00 a.m. on the second business day after it was put in the post; or if sent by fax at the expiration of 2 hours after the time of dispatch, if dispatched before 3.00 p.m. on any business day and in any other case at 10.00a.m. on the business day following the date of dispatch. In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery letter or that the faxed message was properly addressed and dispatched as the case may be.

23. General

If any provision of this agreement is invalid or unenforceable the remaining conditions shall continue to apply. This agreement shall be binding on the parties hereto, their respective successors and permitted assigns, heirs and/or legal representatives. Nothing in this Agreement shall create, or be deemed to create a partnership between the parties and neither of them shall have any authority to bind the other. Should either party to this agreement fail to exercise any conferred rights or benefits, it shall not be considered a waiver of such rights or benefits.