

LINE RENTAL SERVICES GENERAL TERMS AND CONDITIONS

1. Orders

1.1 These Service Terms apply to all contracts for the provision of the Services entered into by us. By submitting an Order Form you agree to deal with us on these Service Terms to the exclusion of any other terms and conditions, including those contained within or referenced on any purchase order or other document which you submit from time to time.

1.2 Each Order Form which you submit constitutes an offer by you to purchase the Services from us in accordance with these Service Terms and shall not be binding on us until we have accepted the Order Form in writing by way of an order confirmation, or if earlier, we have taken positive steps to perform the Services. Upon such acceptance by us in accordance with this clause 1.2 a contract for the Services between you and us shall arise incorporating these Service Terms (each an **Order**). Our acceptance of your Order Form is subject to you passing a UK credit check and you consent to our submitting your details to a credit reference agency for this purpose by submitting the Order Form.

1.3 If there is any inconsistency between these Service Terms and an Order Form, then the Order Form will take precedence followed by these Service Terms.

1.4 The Services are provided by us on the basis that you enter into the Order in the course of your business and use the Services strictly for your own business purposes. The Services are not available to consumers.

1.5 You may request Ancillary Products from us at any time by placing an Order in accordance with these Service Terms.

1.6 You should not assume that if you purchase the Services from us on more than one occasion, these Service Terms will be the same for each purchase. You should periodically check these Service Terms for any changes.

1.7 You may request other or additional services from us at any time and we may agree to provide such additional services at our discretion. You should not assume, however, that the terms and conditions which apply to any such other or additional services will be identical to these Service Terms. You should always read the applicable terms and conditions carefully before placing an order for such other or additional services.

2. Length of each Order

2.1 Each Order for the Services shall start on the Order Commencement Date and continue for the Minimum Term unless it is terminated earlier by you or us in accordance with the rights of termination set out in clauses 20 and 21.

2.2 After the Minimum Term has expired the Order will automatically continue until either you or we terminate it in accordance with the rights of termination set out in clauses 20 and 21.

3. Our obligations

3.1 We shall:

- (a) provide the Services to you in accordance with the terms of the relevant Order, Good Industry Practice and all Applicable Law but you acknowledge that:
 - (i) it is not possible to provide Services that are free from defect, fault or interruption; and

- (ii) the process of connecting to the Network has been determined and is governed by the Supplier and our other third party suppliers and that we rely upon such third parties' co-operation in providing the Services;

and accordingly that we do not warrant or otherwise promise to provide the Services continuously or free from defects or faults, warrant as to the quality or validity of the Services or accept any liability for any failure of, or delay in connecting to the Network (unless caused directly by our action or negligent omission) and you accept that there may be technical limits relating to the Services as specified in these Service Terms;

- (b) obtain and maintain all regulatory licences, certifications, permissions, consents and approvals required to supply the Services to you or, to the extent applicable, procure that the relevant Supplier does so; and
- (c) make a copy of the Customer Services Guide available to you (which, unless explicitly stated in these Service Terms to impose binding obligations on you, is provided for information purposes only).

3.2 We may, in our discretion:

- (a) provide the Services to you through a Supplier. We may change our Supplier at any time provided that the alternative shall in all material respects provide substantially the same or improved services. Any such substitution shall be carried out in accordance with the migration plan we agree with you and with a view to minimising the impact of any disruption to the Services during the transition; and
- (b) provide you with access to a Portal from time to time. You will use any such Portal for the purposes (such as placing and managing Orders) we (or an applicable Supplier) specify and strictly in accordance with all instructions, terms and conditions and guidance issued by us (or an applicable Supplier) from time to time. You acknowledge that access to a Portal may not be fault free or uninterrupted and that we will have no liability to you in respect of the provision, availability, use or otherwise of a Portal. You acknowledge that we may change the Portal or withdraw access to it at any time at our discretion.

4. Service Management

4.1 We shall use reasonable endeavours to provide the Services which are ordered by any agreed delivery date, provided always that any such agreed date is an estimate and non-binding and we will not be responsible for any failure to meet such dates or timescales. Any lead or provisioning timescales provided in the Customer Services Guide are our best estimates but are for general guidance purposes only.

4.2 We shall agree with you a transition plan to transfer Lines from your existing service provider's platform(s) and associated contract to us. You acknowledge that once a Line has been transferred from your existing service provider's platform(s) to us the Line cannot be transferred back to the previous Line management platform(s).

4.3 We may:

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- (a) interrupt the Services for operational reasons (such as Maintenance or Services upgrades) or because of an Emergency. We will restore the interrupted Services as quickly as possible. Where a Services interruptions has a significant impact on your ability to make or receive Calls, we will advise you of restoration of the Services as soon as reasonably practical;
 - (b) suspend or disconnect the Services to any phone number advertised by a Supplier on a public telephone box without your consent but we will use reasonable efforts to notify you before taking such action; and
 - (c) if required by Applicable Law or any direction of an Authority, withdraw or change any CLI, code or Static IP Address which has been allocated to you as part of the Service upon giving you written notice.
- 4.4 You may place Calls with us under these Service Terms. If you do not make alternative arrangements for Calls, any Calls routed over the Network will be supplied under these Service Terms and charged in accordance with the Order.
- 4.5 You acknowledge that due to the nature of porting, certain services may not be available on CLIs which are ported to, or away from, us from time to time.
5. **Your obligations**
- 5.1 You shall use the Services in accordance with each Order and any reasonable instructions which we give to you from time to time.
- Supply of information and co-operation**
- 5.2 You shall:
- (a) provide your complete and accurate contact details (including names, telephone numbers and physical addresses) and tell us immediately if any of your contact details change;
 - (b) promptly supply all information we and/or a Supplier may reasonably request from time to time in respect of your use of the Services;
 - (c) promptly report any defects, faults or failures of or with the Services which come to your attention;
 - (d) give us reasonable notice of any significant increase in traffic across the Network which you reasonably anticipate is likely to arise from your proposed use of the Services; and
 - (e) supply to us such information and do such acts and things as we may reasonably require to ensure that we and/or a Supplier are able to perform, and observe the requirements of the Communications Act 2003 and any other Applicable Law, and in particular in relation to the provision of a directory information service relating to you which we and/or a Supplier cannot reasonably perform without the supply of such information and/or the doing of such acts and things by you.
- Your use of the Services**
- 5.3 Without prejudice to the generality of clause 5.1 you shall:
- (a) not make or permit any modifications to the Services without our prior written consent;
 - (b) not use or attempt to use the Services, any Service Equipment, the Network or any other network, software or systems of ours, a Supplier or any other third party connected with or used in the provision of the Services, or any Customer Premises Equipment connected to the same:
 - (i) in breach of the Acceptable Use Policy; or
 - (ii) to utilise presentation number functionality otherwise than in accordance with the "Guidelines for the provision of Calling Line Identification Facilities and other related services over Electronic Communications Networks" published by Ofcom from time to time;
 - (c) comply with:
 - (i) any requirements, guidelines, codes of practice and instructions which we issue or provide from time to time including for reasons of health, safety, the quality of the Services or the quality of any other telecommunications or network services provided to you; and
 - (ii) all Applicable Law (including that relating to number porting); and
 - (d) not connect to the Network via any apparatus other than Customer Premises Equipment, nor permit such other apparatus to be connected to the Network.

What happens if you do not comply

- 5.4 You acknowledge that the provision of the Services is dependent on the performance of your obligations in accordance with these Service Terms. Without limiting any other right or remedy we may have you acknowledge that if you do not comply with your obligations:

- (a) such non-compliance may result in a delay to the Order Commencement Date;
- (b) we may not be able to provide the Services to you in accordance with these Service Terms and we shall not have any responsibility for our failure to do so; and
- (c) we may be able to suspend or terminate the Services in accordance with these Services Terms.

6. Service Equipment

- 6.1 We and/or a Supplier shall deliver, install, test, maintain and/or replace any applicable Service Equipment at the relevant Premises in accordance with the applicable Order.

6.2 You shall:

- (a) provide all necessary consents, permissions, permits, licences and/or information together with such physical access to any Premises at all reasonable times we and/or a Supplier reasonably require from time to time in order to carry out our/its obligations and exercise our/its rights in relation to any Order, including:
 - (i) installation, inspection, maintenance, replacement, upgrade or removal of a Line and any equipment associated with it; and

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- (ii) assistance with testing and other assistance which we reasonably require to perform the Services and any of our other obligations under these Service Terms;
 - (b) provide a suitable and safe working environment at any Premises and we shall (and shall procure that any Suppliers shall comply) with all health and safety policies applicable to the relevant Premises and reasonably notified to us in advance;
 - (c) provide a secure and uninterrupted electricity power supply (including, for the avoidance of doubt, an appropriate backup electricity power supply) as well as suitable accommodation and environmental conditions for the relevant Service Equipment where required;
 - (d) be responsible for keeping the Service Equipment safe and secure at the relevant Premises without interference and take all steps reasonably necessary to ensure nobody (other than someone authorised by us) adds to or modifies it in any way;
 - (e) use the Service Equipment in accordance with any written instructions we issue from time to time;
 - (f) be liable for any loss or damage to the Service Equipment caused by your acts or omissions; or
 - (g) ensure that no Service Equipment is removed from the relevant Premises without our prior written consent.
- 6.3 You acknowledge that any period of delay in providing us and/or a Supplier with access to any Premises or Service Equipment shall be excluded from any Service Level calculation.
- 7. Use of other Equipment**
- 7.1 You are responsible for providing, managing and maintaining the Customer Premises Equipment and shall pay any charges payable to, or incurred by us or a Supplier in relation to internal cabling needed to provide the Services to any Premises.
- 7.2 Any Customer Premises Equipment and/or other equipment connected (directly or indirectly) to or used with the Network or Services must:
- (a) be technically compatible with the Services and not harm the Services, any Service Equipment, the Network or any other network, software or systems of ours, a Supplier or any other third party used in the provision of the Services or another of our other customers' network or equipment; and
 - (b) be connected using an approved main telephone socket or connection point and used in accordance with any relevant instructions, standards, Applicable Law and safety and security procedures applicable to the use of such equipment. In particular you shall take all reasonable steps to configure such equipment in a way which prevents it from being used in the commission of criminal offences including the making of fraudulent or bad faith Calls.
- 7.3 Where Customer Premises Equipment and/or other equipment which is connected (directly or indirectly) to or used with the Network or Services other than in accordance with this clause 7, the Line will be cut off immediately.
- 8. Supply of Products**
- 8.1 You may order any Products from us from time to time. Purchase of those Products shall be subject to our Standard Terms of Sale or such other terms as notified to you by us at the time of purchase.
- 9. Service Levels**
- 9.1 We shall use reasonable endeavours to provide the Services in accordance with the Service Levels.
- 10. Provision of Support**
- 10.1 Where you have an enquiry regarding the Services or where there is an issue with the Services or a Service Fault, you may request, and we shall provide, Support, subject to these Service Terms.
- 10.2 We are not, save as otherwise provided in clause 10.4, obliged to provide Support in relation to Customer Premises Equipment, and in the event that we do so, we reserve the right to charge you at our rates as may apply from time to time in respect of such Support.
- 10.3 You shall promptly notify us of any Service Fault in accordance with the procedures as set out in the Customer Services Guide and provide such information as we may require to investigate the problem and any other assistance as set out in the Customer Services Guide.
- 10.4 We will investigate all Service Faults that are logged with us. If we discover that no fault can be found, such fault originates from Customer Premises Equipment, then save where we have supplied such Customer Premises Equipment (in which case the provisions of our Standard Terms of Sale shall apply), or such fault is otherwise not attributable to the Network, we reserve the right to charge you for the time, materials and expenses incurred in relation to the investigation (including for any Site Visits) at our rates as may apply from time to time in respect of such Support.
- 11. Security obligations**
- 11.1 You shall:
- (a) comply with any security policies issued or provided by us or a Supplier from time to time;
 - (b) ensure that any user names and passwords used in connection with the Services are kept confidential and are only used by authorised users;
 - (c) inform us immediately if you know or suspect that there has been a serious breach of your security policy or that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way; and
 - (d) take all reasonable steps necessary to remedy and/or minimise the impact of a security incident described in clause 11.1(c) and to minimise the risk of such future breaches.
- 11.2 We reserve the right, acting reasonably, to:
- (a) suspend user names and password access to the Portal if at any time we suspect that there has been or is likely to be a breach of security; and
 - (b) ask you to change any or all of the passwords you use in connection with the Services (and you shall promptly comply with such request).

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- 11.3 You acknowledge and agree that the Services, like other network-based services, may not be secure and that we do not guarantee the prevention or detection of any unauthorised attempts to access the Services and shall have no liability in respect of any technological attack (including denial of service attacks, viruses, worms and computer hacking) against the Services, the Service Equipment, any Customer Premises Equipment or otherwise. You are solely responsible for and should take such steps as you consider necessary to protect the Customer Premises Equipment and any of your software or systems against such risks.
- 11.4 We shall not be responsible for any Charges or costs resulting from any fraudulent use of the Services, Services Equipment or Customer Premises Equipment or for any Calls made in breach of clause 5.3 whether by you or any other person and you agree to pay all additional Charges and costs related to such fraudulent or unauthorised use of the Services.
- 11.5 You and we shall each fully co-operate with the police and any other Authority in connection with any misuse or suspected misuse of the Services. You also agree that we may co-operate with any other third party supplier in connection with any suspected fraudulent activity related to or connected with the Services. You shall provide such data in respect of your use of the Services as we may reasonably require in order to provide such co-operation and consent to our disclosure of any information you supply to such third parties for this purpose.
- 12. Making changes to the Services, Charges, Order and/or these Service Terms**
- 12.1 We may, by giving you no less than thirty (30) days' written notice (other than in an emergency in which case we will give you as much notice as reasonably possible):
- (a) change, modify, enhance, replace, make additions to any of the Services (or any part of them including, the way in which they are delivered);
 - (b) vary the Charges;
 - (c) make any change to the Order and/or these Service Terms at any time where necessary to comply with Applicable Law or with the direction or instructions of any Authority;
 - (d) make any change to the Order and/or these Service Terms at any time where necessary to address any changes in the terms imposed by, or the requirements of, a Supplier; or
 - (e) withdraw any Ancillary Products and terminate any associated Order or part of an Order which relates to such Ancillary Products.
- 12.2 Except as set out in this clause 12, any changes to these Service Terms must be agreed by you and us in writing.
- 13. Charges, invoicing and payment**
- 13.1 The Charges payable by you to us for the provision of the Services consist of:
- (a) the charges for the Services, including as a result of any Call Leakage, as set out in Schedule 3;
 - (b) all charges for any other services, goods or property (including Products and Ancillary Products) provided by us to you or costs we incur from time to time connected to an Order, which shall be calculated in accordance with our charges communicated to you from time to time and on request; and
 - (c) save for charges caused directly by our act or omission, other than in compliance with our obligations under these Service Terms, we reserve the right to pass on any charges levied against us (or our suppliers) by the Supplier for the provision of Services which are not set out in these Service Terms.
- 13.2 Each month we shall send to you an invoice for the aggregate Charges which are payable by you to us for that relevant month.
- 13.3 You shall pay all Charges by monthly Direct Debit to the account notified to you from time to time. Payment by Direct Debit will be taken within fourteen (14) days of the date of invoice or such other period as is agreed by us. A Direct Debit instruction form must be completed at the same time as submitting an Order Form. This will give you the protection of the Direct Debit Guarantee.
- 13.4 The Charges shall be exclusive of all taxes (direct or indirect), levy, duty, charge, contribution or impost of whatsoever nature imposed by an Authority in the United Kingdom or elsewhere. These shall be payable by you in addition to the Charges as applicable at the rate and in the manner prescribed by Applicable Law from time to time.
- 13.5 If any sum properly due under these Service Terms is not paid by the due date, we reserve the right to suspend the Services and/or charge interest on such sum on a daily basis (after as well as before any judgement) from the due date to the date of payment at the rate of four per cent (4%) above the base rate from time to time of Barclays Bank plc and to recover from you all reasonable costs and expenses we incur in securing payment of such outstanding amounts.
- 13.6 Save in the case of demonstrable and manifest error all Charges shall be calculated in accordance with data recorded or logged by, or on our behalf.
- 14. Bonds and Credit Limits**
- 14.1 If required by us in writing at any time, you shall pay a Bond in the amount and by the date we specify, or following the payment of a Bond, increase the Bond as we require in writing at any time. The Bond shall be held by us in a bank account designated to hold Bonds and shall not be used other than for the purposes set out in this clause 14.
- 14.2 Where you are late in paying any Charges, then without prejudice to our other rights and remedies we may deduct the overdue amount (including any interest due in accordance with these Service Terms) from the Bond. The use of the Bond in this way will release you from your obligation to pay the deducted amount provided that the Bond is sufficient to meet the liability in full.
- 14.3 If we deduct an amount from the Bond in accordance with clause 14.2, we can ask you to pay the amount necessary to replenish the Bond to the original amount and if you do so we shall not be entitled to exercise our right to terminate these Service Terms for late payment pursuant to clause 21.1(b).
- 14.4 Where the overdue amount deducted from the Bond in accordance with clause 14.2 is less than the amount of

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- the Bond held, we will hold the balance of the Bond until it is returned in accordance with clause 14.5.
- 14.5 We will return the Bond to you if all agreements between you and us for the provision of services are terminated or have expired and you have paid all amounts owing to us under such agreements. We may use the Bond to offset any outstanding Charges or other amounts owed to us, whether under the Order or otherwise, without prejudice to your liability to pay the balance of such amounts.
- 14.6 We may impose a credit limit on your account by giving you notice in writing. Where you exceed such credit limit:
- we may demand immediate payment of any Charges incurred;
 - we may immediately suspend the Services; and
 - you shall remain responsible for all Charges incurred, including those exceeding the credit limit.
15. **Warranties**
- 15.1 Each of you and us warrant to the other that:
- it has full power and authority to enter into each Order and perform its obligations under these Service Terms and the person who signs (or otherwise enters the Order) on behalf of you or us has been duly authorised to do so;
 - its entry into and performance of these Service Terms will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party or any Applicable Law; and
 - it shall procure, as necessary, the performance by its officers, employees, agents and sub-contractors of all such actions as are required to complete and satisfy its obligations under these Service Terms.
- 15.2 Except as expressly stated in these Services Terms, all warranties, conditions, terms and undertakings, whether express or implied by statute, common law, course of dealings, collaterally or otherwise (including those relating to quality or fitness for purpose of the Services) are excluded to the fullest extent permitted by Applicable Law).
16. **Indemnities**
- 16.1 You agree to indemnify us in full and hold us harmless against any costs (including reasonable legal fees), damages, liabilities, fines, penalties, losses or expenses we suffer or incur arising out of or in connection with:
- any legal actions, claims, proceedings, investigations or demands brought against us or any Supplier by any third party alleging that your use of the Services other than in compliance with these Service Terms or in combination with any products or services infringes any Intellectual Property Rights of a third party; or
 - your breach of clauses 5.1 to 5.3 (inclusive) or 15.1.
- 16.2 We shall give you written notice promptly upon becoming aware of any claim pursuant to clause 16.1(a), but our failure or delay in doing so shall not reduce your liability under this clause 16, except to the extent (if any) that you are prejudiced by our failure or delay.
17. **Limitations on liability**
- 17.1 The Charges reflect the following limitations and exclusions of liability which you and we acknowledge and agree are reasonable in the circumstances.
- 17.2 Subject to clause 17.5, our entire liability under or in connection with an Order whether in contract, tort (including negligence) or for breach of statutory duty or otherwise, in respect of all causes of action or claims or continuing causes of action or claim arising in any twelve (12) month period (the first of which commences on the Order Commencement Date), shall not exceed the total of the Charges paid or payable by you in respect of that Order in that twelve (12) month period.
- 17.3 Subject to clause 17.5, we shall not in any circumstances be liable for:
- any charges incurred by you should you seek substitute or alternative services from another operator;
 - any failure, non-provision or delay in the provision of the Services and/or failure to meet any applicable Service Levels which:
 - are attributable to your acts or omissions or those of your employees or agents or the interoperability or use of Customer Premises Equipment and/or software, applications or other products or services not supplied by us with the Services;
 - occurs during any period of Maintenance which is notified in accordance with the procedures set out in the Customer Services Guide; or
 - arises as a result of any Emergency Services or certain other local or governmental authorities being granted priority access to the Network due to an emergency or otherwise upon their request;
 - any unavailability of the Services that is due in whole or in part to the failure of the Network, any third party telecommunications services, network or software or any Customer Premises Equipment (save where we have supplied the affected Customer Premises Equipment in which case the provisions of our Standard Terms of Sale shall apply); or
 - any failure of the Services to provide any facility or function not described in these Service Terms.
- 17.4 Subject to clause 17.5 and except for any liability arising in relation to the payment of the Charges or any Early Termination Charges we shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or otherwise for:
- any loss or damage incurred by you as a result of any claims made or alleged by third parties howsoever arising including as a result of your failure to comply with your obligations under an Order or the fraudulent use of the Services;
 - any loss of profits, revenue, business opportunity, goodwill, contracts or anticipated savings;
 - any injury to reputation or wasted expenditure; or
 - any indirect, consequential or special losses.

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- 17.5 Nothing in these Service Terms shall operate so as to exclude or limit the liability of either you or us:
- (a) for death or personal injury resulting from negligence;
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) for any other liability the exclusion or limitation of which is not permitted by the law of England and Wales.
- 17.6 You must bring any legal proceedings against us arising from or in connection with an Order within twelve (12) calendar months of the date on which you first became aware or ought reasonably to have become aware of the facts giving rise to the liability or alleged liability or within the relevant period in accordance with Applicable Law, whichever is earlier.
18. **Events we cannot control**
- 18.1 If a Force Majeure Event occurs which prevents us from, or delays or hinders us in, performing any of our obligations to you, we shall not be liable to you and shall be released from our responsibility to perform such obligations to the extent that our ability to perform the obligations has been affected by the Force Majeure Event, provided always that we:
- (a) notify you in writing as soon as reasonably practical of the occurrence of the Force Majeure Event and the nature and likely duration of its impact upon you;
 - (b) continue to perform all of our obligations which have not been affected by the Force Majeure Event;
 - (c) resume normal performance of all affected obligations as soon as reasonably possible after the Force Majeure Event ceases to have an impact, and notify you in writing promptly of such resumption; and
 - (d) use all reasonable endeavours to mitigate the effects of the Force Majeure Event.
19. **Our rights to suspend the Services**
- 19.1 We may, without prejudice to our other rights, suspend, interrupt or limit the provision of the Services in whole or in part at any time:
- (a) without prior notice:
 - (i) to comply with an order, instruction or request of any governmental body, the Emergency Services or any Authority;
 - (ii) if our ability (or that of any Supplier) to connect to any Customer Premises Equipment, Services Equipment or any third party services, network or software is withdrawn or compromised for any reason;
 - (iii) you are in breach of these Service Terms (and, in the case of any payment obligations you have not remedied such breach within seven (7) days of our written request) or, in the case of clause 5.3, we reasonably believe you are in breach;
 - (iv) we have a right to terminate an Order in accordance with clause 21;
 - (v) where a Supplier suspends, limits or interrupts the Services (in whole or in part) as a result of your acts or omissions; or
 - (vi) where we reasonably consider it necessary as a reasonable and prudent provider of the Services;
 - (b) following, where reasonably practicable, prior notice to make any change, modification, enhancement, replacement of or additions to any Services in accordance with clause 12.1; and
 - (c) following, where reasonably practicable, prior notice, to undertake planned Maintenance or testing.
- 19.2 You shall reimburse us in respect of all costs and expenses incurred in the suspension, interruption or limiting and re-commencing of the provision of the Services thereafter where the Services were suspended pursuant to clauses 19.1(a)(iii) to 19.1(a)(v) (inclusive).
- 19.3 Any period during which the Services are suspended, interrupted or limited in accordance with clause 19.1 shall not be taken into account in the calculation of any Service's compliance with any applicable Service Levels.
- 19.4 Any suspension, interruption or limiting of the Services shall not exclude our right subsequently to terminate an Order.
20. **Your rights to terminate an Order**
- 20.1 If you want to cancel an Order following acceptance by us but before a Line is ready to use or the provision of the relevant Services otherwise commences, you should follow the procedure set out in the Customer Services Guide. Cancellation of an Order following acceptance shall be at our discretion and may be subject to such conditions and charges as we require (including charges for any work done by us and/or work which we cannot stop from being undertaken at the point of cancellation).
- 20.2 You may terminate an Order at any time after the Order Commencement Date by giving us not less than the Minimum Notice in writing subject always to the provisions of clause 22.1.
- 20.3 Without prejudice to any right or remedy you may have against us for breach or non-performance of the Order, you may terminate an Order with immediate effect by notice in writing to us where:
- (a) we commit a material breach of any of the terms of the Order provided that where such breach is capable of remedy we have not rectified it within twenty (20) Working Days of receipt of a written notice from you detailing the breach and requesting that we remedy it;
 - (b) we suffer an Insolvency Event;
 - (c) we threaten to or cease to carry on any part of our business which has a material effect on our ability to perform our obligations under the Order; or
 - (d) we are affected by a Force Majeure Event for three (3) months or more.
- 20.4 Without prejudice to any right or remedy you may have against us for breach or non-performance of the Order, you may terminate an Order if we make a variation which is to your material detriment to:

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- (a) the Order (with the exception of any Charges or Ancillary Products) in accordance with clause 12.1, on twenty-one (21) days' written notice, provided such notice is not given after fourteen (14) days of us providing notice of any change to the Order; or
 - (b) the Charges (with the exception of any Charges which do not relate to your recurring subscription Charges or Ancillary Products), on sixty (60) days' written notice, provided that such notice is not given after any such change to the Charges takes effect.
21. **Our rights to terminate an Order**
- 21.1 Without prejudice to any right or remedy we may have against you for breach or non-performance of the Order, we may terminate an Order with immediate effect by notice in writing to you where:
- (a) you commit a material breach of any of the terms of the Order provided that where such breach is capable of remedy you have not rectified it within twenty (20) Working Days of receipt of a written notice from us detailing the breach and requesting that you remedy it (and, for these purposes, any breach of clauses 5.1 to 5.3 (inclusive), 14.1 or 14.3 shall be considered a material breach of these Service Terms);
 - (b) there is a failure by you to pay a sum which is due and payable under the Order:
 - (i) which you do not rectify within fifteen (15) Working Days of receipt of written notice requiring payment; or
 - (ii) on three (3) or more occasions in separate payment months in a twenty-four (24) month period providing notices are served on you upon the first two (2) occasions in accordance with clause 21.1(b)(i);
 - (c) you commit a persistent breach of these Service Terms and (if such breach or breaches can be remedied) fail to remedy it within thirty (30) days of notice of the breach;
 - (d) you suffer an Insolvency Event;
 - (e) you threaten to or cease to carry on any part of your business which has a material effect on your ability to perform your obligations under the Order;
 - (f) we are entitled to suspend, interrupt or limit the provision of the Services in accordance with clause 19;
 - (g) we or a Supplier are directed by an Authority to cease to provide any of the Services, if either our own or a Supplier's legal authorisation or capability to provide the Services is terminated or revoked, if it is determined that the provision of the Services, or any part of them is in violation of any Applicable Law, or if there is a decision that adversely affects the way we supply the Services, in which event we shall give you as much notice as is practicable under the circumstances;
 - (h) as a result of your acts or omissions a Supplier terminates a supply of the Services (in whole or in part);
 - (i) you have, in our reasonable opinion, committed fraud or engaged in any fraudulent or unauthorised use (whether actual or attempted) of the Services, any Service Equipment or any software or systems of us, a Supplier or any other third party connected with or used in the provision of the Services;
- (j) provision of any of the Services would give rise to or cause a breach of any code of practice and other regulatory instruments applicable to our or a Supplier's provision of the Services or any order or direction of an Authority; or
 - (k) the Services (or any part of them) are no longer provided to us by a Supplier for any reason. We shall give you as much notice of discontinuance as is practicable under the circumstances.
- 21.2 We may, without liability to you, terminate an Order or the part of an Order that relates to an Ancillary Product in accordance with clause 12.1(e).
22. **What are the consequences of termination**
- 22.1 Where you terminate an Order in accordance with clauses 20.1 or 20.2 during the Minimum Term or we terminate an Order in accordance with clause 21.1 during the Minimum Term, you shall pay to us on any and all Early Termination Charges.
- 22.2 On termination of an Order:
- (a) all outstanding Charges and other amounts under the Order and which are due at the date of termination shall be payable by you;
 - (b) we shall repay or credit you for the period from which your liability to pay ceases for any Charges, or deposits paid in advance, subject to you paying all amounts owed to us under all agreements between you and us for the provision of services (including but not limited to the Order);
 - (c) you shall cease to use the Services (to the extent of any License) and Service Equipment and permit or procure permission for us, a Supplier or our or their sub-contractors to gain access to any Premises at a time to be agreed with you (acting reasonably) for the purpose of removing the Service Equipment, and we, the Supplier or our or their sub-contractors shall promptly undertake such removal;
 - (d) all rights or licences granted to you pursuant to these Service Terms (including pursuant to clause 25.2) shall cease; and
 - (e) you and we shall each promptly return (or at the other's option, destroy) such documents as are in its possession and which are the property of or contain Confidential Information of the other save that we shall be entitled to retain: (i) a copy of your Confidential Information as required to comply with Applicable Law and/or our internal audit procedures; and (ii) copies of any computer records or electronic files containing your Confidential Information which have been created by our automatic back-up or archival procedures.
- 22.3 The termination of an Order shall be without prejudice to any other rights or remedies you or we may be entitled to (whether under these Service Terms or in accordance with Applicable Law).
- 22.4 Termination does not affect the accrued rights or liabilities of either you or us and clauses 13, 14, 17, 22,

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23, 23.2, 26, 27 and 28 will continue to be in force even if the Order has terminated.

23. Protecting Confidential Information

23.1 You and we each agree that during the term of an Order and following its expiry or termination, you and we shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other disclose to any third party, any Confidential Information which is disclosed to it by or on behalf of the other, unless the information is public knowledge or already known to it at the time of disclosure or subsequently becomes public knowledge other than by breach of the Order or subsequently comes lawfully into yours or our possession from a third party.

23.2 To the extent necessary to implement the provisions of the Order, you and we may each disclose Confidential Information to those of its employees (and, in our case, any Supplier) as may be reasonably necessary or desirable, provided that before any such disclosure you and we shall make our respective employees aware of the obligations under this clause 23.2 and shall at all times procure compliance by those employees with them.

24. Data Protection

24.1 Both you and we agree to comply with all Applicable Law in relation to data protection, including the Data Protection Act 1998.

24.2 You agree that in submitting data (including personal data) to us under or in connection with any Order, you give your consent (and you shall make sure each of your users of the Services gives his/her consent, as required):

- (a) for such data to be shared with our Suppliers;
- (b) to us transferring any data to any location outside the European Economic Area; and
- (c) to our passing your data to any Authority or as otherwise required to comply with Applicable Law, in each case solely as is required for or in connection with the provision of the Services.

24.3 Without prejudice to clause 24.2, we will process data about you (including personal data) in accordance with our Privacy Policy.

24.4 For the purposes of this clause 23.2 "data controller", "data processor", "personal data" and "process" shall have the same meanings as within the Data Protection Act 1998 or the equivalent in any successive legislation or regulation.

25. Intellectual Property Rights

25.1 You agree that all Intellectual Property Rights and other rights in the Services shall remain the property of us or our licensors.

25.2 You shall not use any trade mark, service mark, company name, company domain or domain name, any photograph, representation of any building, trading style and/or logo of us or a Supplier without our prior written consent.

25.3 You shall not obtain ownership over any CLI, code or Static IP Address provided by us and/or any Supplier under any Order.

26. Notices

26.1 Each notice or communication given under or in relation to an Order shall be in writing and shall be delivered by hand or sent by special delivery post or facsimile to the other party, for you, at its address or facsimile number set out in the Order, and for us, at its address or facsimile number set out below or in each case to such other address or facsimile number as the receiving party has previously notified to the sending party in writing. Notices shall not be deemed to be validly served if sent by email.

FAO: Company Secretary
Network Sales and Solutions Limited t/a Rocom Network Services
Agecroft Road, Pendlebury, Swinton, Manchester M27 8SB
Fax: 0161 979 0640

26.2 Each such notice shall be deemed to have been served:

- (a) in the case of by hand and special delivery post, when actually received; or
- (b) if sent by special delivery post and returned marked gone away or to the like effect, on return of such special delivery mail; or
- (c) if sent by facsimile, on the second Working Day after the day of transmission provided that the sending party shall have received an error free transmission report in respect of the notice and shall have sent a copy by first class post on the day of transmission.

27. General Provisions

27.1 We may sub-contract the provision of the Services to a Supplier provided that we will remain primarily liable for the performance of a Supplier to the same extent as if we were performing the obligations ourselves. You may not assign or transfer or purport to assign or transfer any of your rights under an Order without our prior written consent (such consent not to be unreasonably withheld or delayed).

27.2 If any provision of these Service Terms or an Order is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Order had been executed with the invalid, illegal or unenforceable provision eliminated.

27.3 A delay in enforcing any of the provision of an Order shall not affect or restrict your or our rights arising under the Order. Any waiver of any breach of an Order will not be a waiver of any prior, concurrent or subsequent breach of the same or any other provision of the Order.

27.4 The Order constitutes the entire agreement between you and us and supersedes any prior agreements understandings and arrangements between them, whether oral or in writing, relating to its subject matter.

27.5 Both you and we acknowledge that in entering into an Order you and we have not relied on (and shall not have any remedies in respect of) any representation, undertaking or promise, whether made innocently or negligently, that is not set out in the Order provided that neither you nor we exclude your or our liability for fraud or fraudulent misrepresentation.

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27.6 Nothing in an Order shall or is intended or shall be construed to create a relationship of agency or partnership between you and us.

27.7 Unless otherwise stated in an Order, nothing in these Service Terms shall confer any rights upon any person who is not a party to the Order whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

28. Governing Law and Jurisdiction

28.1 Each Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28.2 You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with an Order or its subject matter or formation (including non-contractual disputes or claims).

29. Definitions and Interpretation

29.1 For the purposes of these Service Terms the following terms shall have the following meanings:

Acceptable Use Policy: a policy notified to you by us that governs how you may use the applicable Services as such policy may be amended from time to time in writing;

Ancillary Product: products or services which may be available from time to time that are supplemental or enhancements to the Services as may be varied by us in accordance with these Service Terms some of which can be ordered with the Services but that are subject to a separate Order;

Anonymous Call Rejection: a facility which allows you to block Calls from diallers who have withheld their CLI;

Applicable Law: the laws of the UK and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which touch or concern the provision of the Services including the Communications Act 2003, the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000 and all regulations relating to the marketing and supply of the Services;

Authority: a regulatory or other competent authority including but not limited to the Emergency Services, HM Revenue and Customs, Trading Standards and/or Ofcom and their successors from time to time;

Bond: an amount of security to be paid by you in accordance with clause 14;

Call: a signal, message or communication which can be silent, visual or spoken made by you utilising the Services, excluding text messages;

Call Leakage: where the Services are not utilised or if overrides are in place and Call traffic runs over another provider's network;

Charges: the charges (excluding VAT and other taxes or duties applicable thereto) payable by you to us from time to time, for the provision of the Services as set out in clause 13.1;

Choose to Refuse: a facility which enables you to bar

selected incoming calls;

CLI: the call line identity of the calling party;

Confidential Information: any and all information disclosed by you or us to the other in connection with the Order which is marked 'confidential' or which might reasonably be supposed to be confidential. Amongst other things, this shall include any and all know-how, Intellectual Property Rights, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, finances, affairs, products, services, personnel, customers, suppliers or methods of the disclosing party;

Customer Premises Equipment: telecommunications equipment, of a type approved under all Applicable Law and standards issued pursuant to that legislation and which may be used by you to access the Services (but excluding the Services Equipment);

Customer Services Guide: a non-binding manual which identifies the operational processes and interfaces between you and us in respect of the Services (including, by way of example, how Orders should be placed, how to report Service Faults and the provision of Support by us to you in respect of the Services) as updated and amended by us from time to time;

Early Termination Charges: the total of the Charges which are identified in the Order as being "fixed charges" or "fixed monthly" charges" which would, but for termination of the Order, be payable by you from the date of termination of the Order until the expiration of the Minimum Term;

Emergency: a serious situation or occurrence that happens unexpectedly and demands immediate action;

Emergency Services: the relevant local public police, fire, ambulance and coastguard services and other similar organisations providing assistance to the public in emergencies;

Failure of the Service: the continuous total loss of the ability to make or receive Calls or the continuous total loss of a related service due to a fault on the Network;

Force Majeure Event: any event beyond our reasonable control including strikes, lock outs, labour disputes (of ours or other employees), acts of God, riots, civil disorder, acts or omissions by you, malicious damage, compliance with any legislation or direction of any Authority, accident, power failure, fire, flood, storm, mandatory annual network freezes between Christmas and New Year by any Supplier or failure by any statutory undertaking, utility company, telecommunications provider (other than us), Authority, sub-contractor or supplier which directly or indirectly causes us to be unable to comply with any of its obligations under the Order;

Good Industry Practice: the exercise of that degree of skill and care as would be expected from a reasonably competent service provider engaged in the provision of similar services in the Territory under the same or similar circumstances;

Intellectual Property Rights: all patents, trade marks, design rights (whether registered, registrable or otherwise and including, applications for any of the foregoing), copyright (including rights in software), database rights, trade or business names and all rights

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of a similar nature anywhere in the world;

Insolvency Event: the concerned party is unable to pay its debts within the meaning of s.123 of the Insolvency Act 1986 or shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or a receiver, administrative receiver or similar officer is appointed over all or a substantial part of its undertaking or assets (and not discharged within five (5) Working Days) or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for its winding up (other than for the purposes of reconstruction or amalgamation whether by the presentation of a winding up petition or otherwise) or for the making of an administration order (and such action or step is not withdrawn or revoked within twenty (20) Working Days) or any analogous event in another jurisdiction occurs in respect of the concerned party;

IP: internet protocol;

Law Enforcement Agency: the police and any other law enforcement agencies;

Line: in the case of:

- a) PSTN, a single analogue line comprising of either:
 - i. a single analogue line; or
 - ii. a line within a multi-line group;
- b) ISDN30, a single channel within a 2Mb bearer; and
- c) ISDN2, a digital line consisting of 2 channels;

Maintenance: any work carried out by or on behalf of us in order to upgrade repair or maintain the Services;

Minimum Notice: thirty (30) days;

Minimum Term: twelve (12) months or such other period as is agreed in relation to the Order;

Network: the telecommunications system or network that we or a Supplier use to provide the Services from time to time at our/its sole discretion;

Non-served Premises: premises that have not previously had fixed line telephone service. They would normally be uninhabited / unmanned, not governed by the conditions of the Health & Safety at Work Act 1974, or not comply with conditions as defined by local councils as habitable, including having toilet and welfare facilities;

Order: an order for Services placed by you under and in accordance with these Service Terms and as more particularly defined in clause 1.2;

Order Commencement Date: the relevant date that we notify you that the Services which are the subject of an Order are ready for use;

Order Form: our paper or web-based application form containing the details of the relevant Services;

Portal: an online portal or tool which may be made available by us or a Supplier by which: (i) you may, amongst other things, place Orders, view your information, obtain Order status reports and to provision support services; and (ii) we may, amongst other things, notify you of changes to terms and conditions or policies (including acceptable use policies or fair usage policies)

or issue other instructions or guidance relating to the services or products we supply; as such online portal or tool may be amended from time to time in accordance with these Service Terms;

Premises: any location either owned, managed or controlled by you to which the Services are to be supplied (excluding, unless otherwise expressly agreed by us in writing, Non-served Premises);

Privacy Policy: our privacy policy located on [\[insert website address\]](#) and/or the Portal which governs how we may collect, process and use your personal data, as such policy may be amended from time to time in writing;

Products: equipment sold by us to you in accordance with these Service Terms;

PSTN: the public switched telephone network;

Service Description: the description of the Services and Support which shall be provided by us to you under these Service Terms as set out in Schedule 1;

Service Equipment: any equipment made available to you by us or a Supplier as part of the Services;

Service Fault: the period during which the Services are not available or is only partially available;

Service Levels: the service levels set out in Schedule 2;

Service Maintenance Level: the maintenance level provided by us to you on the Services as set out in the applicable Order;

Services: the wholesale line rental services and other services to be provided by us as set out in the Service Description;

Services Terms: the terms and conditions of service detailed in this document;

Site Visit: when our or the Supplier's personnel visit the Premises which may require an appointment;

Standard Terms of Sale: our standard terms of sale as notified by us from time to time;

Static IP Address: an IP address of persistent or fixed configuration;

Supplier: such supplier of the Services (or applicable part of them) as we notify to you from time to time and/or its agents or sub-contractors;

Support: the support services for the relevant Services more particularly detailed in the Service Description and delivered as set out in the Customer Services Guide;

Territory: the United Kingdom or such other territory in which the Services may be provided as set out in the Order;

we, our, us: Rocom Network Services, a trading name of Network Sales and Solutions Limited, a company registered in England and Wales (company number 01785588) with its registered office at Agecroft Road, Pendlebury, Swinton, Manchester M27 8SB;

Working Day: any day which is not a Saturday, a Sunday or any public holiday or bank holiday in the United Kingdom;

Working Hours: between 8.30 am and 5.30 pm on

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Working Days; and

you, your: the customer stated in the Order Form.

29.2 In these Service Terms:

- (a) references to a person shall include individuals, bodies corporate, unincorporated associations and partnerships and any other person having legal capacity and shall include the successors and permitted transferees and assigns of such persons;
- (b) references to the singular includes the plural (and vice versa);
- (c) references to the masculine includes the feminine (and vice versa), and the neuter includes the masculine or the feminine (and vice versa);
- (d) headings and tables of contents are for convenience only and shall not affect the interpretation or construction of these Service Terms;
- (e) save where expressly stated otherwise, references to clauses and Schedules are to the clauses and Schedules of these Service Terms and references to paragraphs and appendices in a Schedule are to the paragraphs and appendices of that Schedule;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) references to "includes" or "including" shall mean without limitation;
- (i) references to the holder of any office or position of responsibility include references to such person as is from time to time appointed to exercise the functions of the holder;
- (j) references to items as listed or specified in these Service Terms shall include references to those items as removed, replaced, amended or added to from time to time under the terms of these Service Terms;
- (k) references to "documents", "records", "books" and "data" shall include information contained in computer programs and disks and records or other machine readable form or records kept otherwise than in a legible form but capable of being reproduced in a legible form;
- (l) any word or phrase having a customarily accepted meaning within the telecommunications industry within the context in which it is used in these Service Terms shall have that meaning unless otherwise expressly agreed by you and us in writing; and
- (m) any undertaking by you or us not to do any act or thing includes an undertaking not to allow, cause or assist the doing of that act or thing.

LINE RENTAL SERVICES GENERAL TERMS AND CONDITIONS

SCHEDULE 1

SERVICE DESCRIPTION

1. **Background & Overview of Services**
 - 1.1 Subject always to our rights to change the Services in accordance with these Service Terms, this Schedule 1 provides a high level description of the Services.
 - 1.2 The Services comprise of the rental of analogue and digital telecommunication exchange Lines by customers. We will ensure that the Lines that we rent are maintained.
2. **Line Rental Service**
 - 2.1 Line Rental is from the line card housed in an exchange of the Supplier (or any network telephony equipment which provides substantially the same function), to the network termination point (**NTP**) at the Premises.

(a) the point at which the network cable arrives on the exterior of the Premises but no higher than 1.5 m above ground level; or

(b) the first reasonably available point on the network cable up to a maximum duration of:
 - (i) one (1) hour's work for WLR3 Basic PSTN; and
 - (ii) two (2) hour's work for WLR3 Premium PSTN,from the time an engineer commences work on arrival at the Premises provided that work will only be undertaken to the extent necessary for engineering or safety reasons. Work undertaken beyond the defined maximum duration will be charged to you in accordance with the Charges.
 - 2.2 ISDN30 Lines comprise the following elements:
 - (a) ISDN30e; and
 - (b) ISDN30 (DASS).
 - 2.3 ISDN30 Line is from the line card housed in an exchange of the Supplier (or any network telephony equipment which provides substantially the same function), to the point where your wiring or equipment is connected to the Network such position to be identified by us at the Premises.
 - 2.4 Upon new provision, an ISDN30 Line is provided with a minimum of eight (8) channels. Additional channels can be provided on a per channel basis, or as otherwise detailed in the Charges. The maximum capacity of each bearer is thirty (30) channels. There is no minimum number of channels for second and subsequent bearers except for alternative routing where a minimum of eight (8) channels is required on each of the alternatively routed bearers.
 - 2.5 ISDN2 Line is a basic rate ISDN service and comprises of standard and system configurations.
 - 2.6 ISDN2 Line is from the line card housed in an exchange of the Supplier (or any network telephony equipment which provides substantially the same function), to the NTP at the Premises.
 - 2.7 You do not own (or have any title in) the number allocated to the Line you rent from us. The number may not be sold. The number may only be transferred with our consent. Changes to the number allocated to the Line will be provided to other communications providers with services on that Line.
 - 2.8 We deliver the Services using the most appropriate network systems supporting the service. The Services terminate upon reaching a NTP or, for ISDN30 only, equivalent point of connection. Wholesale Access is only available using an analogue direct exchange line (for each Line being ordered).
 - 2.9 The NTP is the end point of the network cable located either at:
 - 2.10 The NTP will comprise of one of the following:
 - (a) external network termination equipment (**NTE**);
 - (b) single or multi-line internal NTE;
 - (c) a single or multi-line termination box (Distribution Point);
 - (d) a frame; or
 - (e) a temporary cap.
3. **Surveys and Visits**
 - 3.1 Where an appointment is agreed with us for work at the Premises, and we are unable to carry out the work at, or gain access to, the Premises or the appointment is broken, then unless it is due to our error, we will charge you the applicable Charge stated in the Order Form or otherwise agreed by you and us in writing from time to time
 - 3.2 Where you have failed to agree with us an installation appointment date within fifteen (15) days or in the case of an ISDN30 Line thirty (30) days from the previously agreed appointment date, we may, where we are not at fault, cancel any work at the Premises. If we cancel the request for work at your Premises in accordance with this paragraph, you must pay the cancellation Charges stated in the Order Form or otherwise agreed by you and us in writing from time to time.
4. **Support**
 - 4.1 We shall provide support to you which shall include:
 - (a) all of your sales and service query handling;
 - (b) your billing queries;
 - (c) queries relating to Service set up and Products which we have supplied to you; and
 - (d) simple technical queries.
 - 4.2 Unless otherwise specified in this Schedule or agreed in writing between you and us, we shall only provide Support to you during Working Hours.

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5. Service Constraints

- 5.1 You acknowledge and accept the following (non-exhaustive) list of technical limits relating to the Services:
- (a) some technical limitations within the Network may not become apparent until after the Services have been installed and working for some time. In such circumstances, the Services may need to be withdrawn in which case we will provide as much notice to you as is reasonably practical of such withdrawal and rebate any charges which you have paid in advance;
 - (b) certain of our services are incompatible with the Services and that other services may not be available with the Services; and
 - (c) the performance of some Customer Premises Equipment may be affected by the Services.
- 5.2 There may be technical or geographical limitations that inhibit the installation of the Services. You acknowledge that in all cases the provision of the Services may be subject to a survey and/or engineering visit. Following the survey and/or engineering visit, we will advise you of any limitations affecting the provision of the Services in individual circumstances and where this is the case, we will notify you and close the Order.
- 5.3 If there is a technical or geographical limitation relating to the Services as detailed in paragraph 5.2, we will have no liability to you relating to the provision of the Services (or our inability to provide the Services), the performance of the Services, its effect on other services or equipment or the withdrawal of the Services.

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SCHEDULE 2

Service Levels

1. Introduction

1.1 This Schedule 2 describes the Service Levels provided by us to you in relation to the provision of PSTN, ISDN2 Line and ISDN30 Line Services under these Service Terms. We may introduce changes to this Schedule 2 from time to time in accordance with these Service Terms.

1.2 The Service Levels set out in this Schedule 2 are targets only and we shall have no liability for a failure to meet them.

2. Provision Transfer Orders

We shall use reasonable endeavours to ensure that all provision transfer Orders shall be completed and available to use by midnight on the date provided in a confirmatory email or on a later date agreed by you and us.

3. Orders for provision of new supply

We shall use reasonable endeavours to ensure that all Orders for provision of new supply shall be completed and activated by midnight on the date provided in a confirmatory email relating to that Order or on a later date agreed by you and us.

4. Fault response, restoration and resolution

Service Levels

4.1 We will provide a repair service for PSTN, ISDN2 Line and ISDN30 Line in accordance with the Service Maintenance Level ordered by the Customer in accordance with the procedures set out in the Customer Services Guide.

4.2 Any Service Faults shall be handled in accordance with the relevant part of the Customer Services Guide applicable to the Services and subject to the remaining provisions of this paragraph 2 (including paragraph 5.1 below), we will endeavour to remedy Service Faults in accordance with the following Service Levels:

Table 1

Service Maintenance Level 1	The clearance of a Service Fault by 23:59 on the second Working Day following the day the fault report is received by us, or 23:59 of the agreed appointment day, if later.
Service Maintenance Level 2	The clearance of a Service Fault by 23:59 on the next Working Day following the day the fault report is received by us, or 23:59 of the agreed appointment day, if later.
Service Maintenance Level 3	The clearance of a Service Fault by 23:59 on the same day where the fault report is received by us before 12:59, or clearance of a Service Fault by 12:59 the next day following the fault report placement where the fault report is received by us between 13:00 and 23:59, or 23:59 of the agreed appointment

Service Maintenance Level 4	day if later. The clearance of a Service Fault within six (6) hours of the fault report being received by us, or 23:59 of the agreed appointment day if later.
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Service Fault Management

4.3 Service Faults should be raised in accordance with the procedure set out in the Customer Services Guide.

4.4 Request for Support are managed according to the priority of the issue. Service Fault priority will be allocated by us in our absolute discretion.

4.5 We will work remotely with you via telephone and email and remote connection to investigate an issue and to resolve it. Support does not include on-site support services.

4.6 Service Fault response times and restoration times are calculated from the time at which a fault is reported to us in accordance with the Customer Services Guide.

4.7 The times for clearance of Service Faults in Table 1 above only apply where the fault report is received by us during Working Hours. Where we receive a fault report outside of Working Hours such report will, for the purpose of the times for clearance of Service Faults above, be deemed to have been received on the commencement of the next Working Hour.

4.8 Where we request further information from you in respect of a Service Fault, the times for clearance of Service Faults in Table 1 will be increased by the corresponding number of whole or part hours taken by you to respond fully to our request. .

4.9 Where the origin of a Service Fault is unclear, we will assist you in fault identification. If it is confirmed that the Service Fault does not lie with us or a Supplier, including where it arises as a result of:

- (a) a failure of, or fault of, equipment not covered by the defined Services; or
- (b) a failure of, or fault of, your hardware or other equipment; or
- (c) your failure to operate the Services in accordance with these Service Terms,

we reserve the right to make a reasonable charge for any such assistance which we provide (including diagnostic assistance, and any assistance you request we provide in respect of fault resolution) at our rates as may apply from time to time in respect of such Support and we shall have no liability in respect of the Service Fault in question.

4.10 Any ticket with the status 'on hold-Customer' will auto-close after five (5) Working Days and will receive no more input from us – i.e., where we are waiting for five (5) Working Days for you to respond. If you suspect that the Service Fault is not resolved, you must reopen the ticket with the latest details.

LINE RENTAL SERVICES GENERAL TERMS AND CONDITIONS

5. Support Service Exclusions and Limitations

5.1 The Service Levels described in this Schedule 2 shall not apply if any of the following conditions contribute either wholly or partly to a failure to achieve the stated target:

- (a) failure during any period of planned Maintenance or other scheduled work;
- (b) a failure of, or fault of, equipment not covered by the defined Services;
- (c) a failure of, or fault of Customer Premises Equipment or any of your other hardware or equipment;
- (d) a third party IP connectivity network failure or any failure or other problem with the public internet;
- (e) through no fault of ours, we are unable to carry out any necessary work at, or gain access to the Premises or you fail to agree an appointment date or work is aborted by you or by any person that we reasonably assume to have authority to do so on your behalf;
- (f) a failure by you or a third party to provide any assistance or information we reasonably require;
- (g) through no fault of ours, we are unable or are waiting to obtain any necessary permissions or consents required in connection with the

performance of a specific obligation relating to the Services or a Service Level;

- (h) the application of the geographic number porting process in accordance with that process;
- (i) the receipt of a cancel own or cancel other instruction from you in respect of the affected Order;
- (j) during work to implement an Order for a Line, we discover that work is required which could not have been reasonably foreseen;
- (k) your failure to operate the Services in accordance with these Service Terms;
- (l) your failure to comply with our stated procedures for the reporting of incidents, as such procedures are specified in these Service Terms or notified by us to you from time to time;
- (m) a Force Majeure Event, or any other excusing cause detailed in these Service Terms in respect of which the relevant provisions thereof relieve us from liability;
- (n) an Ancillary Product is required and (through no fault of ours) you fail to procure the same; or
- (o) a Services interruption due to our proper exercise of any of our rights or remedies under these Service Terms (including termination or suspension of the Services).

LINE RENTAL SERVICES GENERAL TERMS AND CONDITIONS

SCHEDULE 3

Charges

1. **Charges**

1.1 **Recurring Charges**

- (a) The Charges (which are recurrent in nature) payable in connection with the Services as identified in the Order including the line rental charges which shall be calculated in accordance with the rates and tariffs set out in the Order (as may be amended from time to time in accordance with these Service Terms) (**Recurring Charges**).
- (b) The Recurring Charges shall be payable monthly in advance.

1.2 **Call Tariff Charges**

- (a) The Charges for all of your Calls conveyed using the Services which shall be calculated in accordance with the tariff which applies to your usage of the Services as stated in the Order (as may be amended from time to time in accordance with these Service Terms) (**Call Tariff Charges**).
- (b) The Call Tariff Charges will be based on the applicable rate at the times when Calls are initiated as follows:

Rate	Time Period
Peak	08.00.00 hours - 17.59.59 hours, Monday - Friday GMT/BST
Weekend	00.00.00 hours Saturday - 23.59.59 hours Sunday GMT/BST
Off-peak	All other times

- (c) Calls on UK bank holidays are charged at the standard weekday rate and will be charged at the usual tariff rates for peak and off peak.
- (d) Where a Call overlaps between time periods, for the purposes of calculating the Call Tariff Charges for that Call, the whole Call will be charged at the rate applied when the Call was initiated.
- (e) The criteria by which the Call Tariff Charges are calculated is as follows:
 - (i) Calls are measured and billed in per second units depending on the tariff and individual Calls are calculated to 0.001 pence; and
 - (ii) the Call Tariff Charges are presented on your VAT invoice to two (2) decimal places and are rounded up to the nearest whole penny before VAT is applied.
- (f) We reserve the right to forward and bill Call Tariff Charges to you for a period of up to one-hundred and eighty (180) days from the original date of the Call or charging period. Invoices for Call Tariff Charges will contain Calls made prior to 23:59:59 on the last day of the previous calendar month and any Calls which started prior to that time but end after 00:00 shall also be included in such invoice.

- (g) Any Calls made by you prior to the Order Commencement Date will be billed to you. We reserve the right to levy Call Tariff Charges for Calls made by you up to ten (10) days beyond the termination date of an Order.
- (h) There is no association between the ability of the Services to route a call type and the market price for that call type. It is possible that some call types routed through the Services will be at or above a Supplier's retail price in effect at the time. The rate card in use with the Services will be made available to you on request.
- (i) The Call Tariff Charges shall be payable monthly in arrears.

1.3 **Call Leakage Tariff**

- (a) The Charges payable in connection with any Call Leakage arising from your usage of the Services (or lack thereof) which shall be calculated in accordance with the tariff which applies to your usage of the Services as stated in the Order (as may be amended from time to time in accordance with these Service Terms) (**Call Leakage Charges**).
- (b) The Call Leakage Charges shall be payable monthly in arrears.

1.4 **Product Charges**

- (a) The Charges which are payable for the supply of the Products by us as are notified to you from time to time (**Product Charges**).
- (b) The Product Charges shall be invoiced on despatch of the Products.

1.5 **Non-Recurring Charges**

- (a) The Charges (which are one-off non-recurring charges) payable in connection with the Services which may be identified in the Order or otherwise payable under these Service Terms including the charges for Call Leakage, the cost of Site Visits, the cost of Line tests and the cost of cancelling a request for work on Site and which shall be calculated in accordance with the rates and tariffs set out in the Order (as may be amended from time to time in accordance with these Service Terms) or, where no such rates and tariffs are specified, in accordance with our charges communicated to you from time to time and on request (**Non-Recurring Charges**).
- (b) The Non-Recurring Charges shall be payable monthly in arrears.

1.6 **Other Charges**

- (a) From time to time, there may be other charges or costs which we incur and we reserve the right to charge these charges and costs back to you and add them as itemised costs to this Schedule 3.