

1. CONTRACT DEFINITION

1.1 'Application Form' means the application order form relating to the provision of the Services in the form provided by NT from time to time incorporating these terms and conditions.

1.2 'Associated Company' means an employee or subcontractor of NT.

1.3 'Authorised Person' means an employee or subcontractor of NT.

1.4 'Network Account' means the account opened by NT in the name of the Customer upon creation of the Contract and relating to the Services.

1.5 'Customer' means a person, company, body corporate or other entity or association whatsoever, howsoever or whosoever's Application Form is accepted by NT and for whom NT has opened an Account.

1.6 'Contract' means the contract governed by these terms and conditions made between NT and the Customer created upon acceptance by NT of the Customer's Application Form and evidenced by the opening of a Network Account for the Customer.

1.7 'NT' means Net Telecoms which expression shall, where the context so requires, include its successors and assigns and any Associated Company thereof.

1.8 'NT Access Equipment' means call routing apparatus supplied by NT.

1.9 'NT Network Account' means the telecommunications reconciliation and billing system NT runs which operates on least cost routing or CPS software.

1.10 'Discount' means the amount at which any of the Services are provided by NT to the Customer during the Contract at less than the full rate. The amount of such discount having been supplied in writing to the Customer and/or inserted on the Application Form prior to any of the Services commencing as Discount Services.

1.11 'Discount Services' means any Services provided by NT to the Customer from time to time and not charged for by NT from time to time or charged at a Discount.

1.12 'Least Cost Routing Software or CPS' means software installed on a telephone system or telephone exchange which automatically enables the routing of calls via different telephone operators.

1.13 'Minimum Term' means the minimum duration of this Contract, which unless otherwise expressly stated on the Application form shall be 12 months or in the case of Network Account Customers this contract shall be for either 24, 36 or 60 months from the date the Customer first starts to receive the Services.

1.14 'Services' means re-routing the Customer's telecommunications including without limitation all calls, voice, fax and data traffic over the NT Network under the terms of the Contract. Services shall be deemed to include Discount Services where appropriate.

1.15 'Services Literature' means NT's literature specific to the Services and other associated services existing from time to time.

1.16 'User' means the Customer and any individual or company permitted by the Customer to use the Services.

2. THE SERVICES

2.1

a) The Customer shall complete, sign and return to NT an Application Form prior to NT agreeing to provide the Services.

b) Where the Customer has Least Cost Routing Software available for use at its premises, NT will, if necessary, and at its sole discretion, reprogram it in order to provide the Services.

c) Where the Customer does not have Least Cost Routing Software available for use at its premises, NT will, if necessary, and at its sole discretion, install and connect the Customer to NT Access Equipment in order to provide the Services.

d) NT shall use all the reasonable care and skill of a competent telecommunications provider to provide the customer with the Services throughout the term of the Contract.

e) NT shall be at liberty, where necessary, to improve, update or upgrade the Services or alter the provision of the Services without any notice to the Customer.

f) NT do not supply telephone line rentals/products on their own, these are only supplied in conjunction with telephone call charges.

g) NT will not be held responsible for the inability to transfer or take over incompatible lines or services that cannot be transferred to their telephone network.

h) When the customer's existing services are transferred from their existing service provider to NT, a 'like-for-like' order is used. This order transfers ALL line services to ourselves, which will be billed by NT to the customer in accordance with our current service tariffs. The customer must specify in writing in advance of these orders being raised if they do not want certain line services transferred and therefore billed. There may be certain services that the customer's existing service provider does not charge for but NT do & visa versa.

2.2

a) the terms of Condition 4.12 shall apply:

b) the Services and the NT Network will only be used in accordance with the Contract:

c) only the Customer and Users shall use the Services and the NT Network and no other person shall be suffered or permitted to use the same:

d) upon the termination of the Contract:

(i) no attempt shall be made to make calls via the Services or otherwise to use the NT Network and:

(ii) the Customer shall pay in full an amount equal to the Discount for the period any of the Services have been supplied as Discount Services such payment to be in accordance with and subject to Condition 4:

e) the Services Literature and any other instructions regarding the use of the Services and the NT Network as may be notified to the Customer by NT from time to time shall be complied with promptly and such literature and instructions shall be deemed to form part of the Contract.

2.3 The Customer agrees that at all times during the term of the Contract it shall:

a) provide access to all appropriate sites for any Authorised Persons during the Customer's normal working hours and allow the removal, installation and maintenance of NT Access Equipment:

b) keep its telecommunications equipment including without limitation the NT Access Equipment in good working order and ensure that the equipment complies with all applicable standards and approvals so as to enable NT to provide the Services:

c) only use and connect those telephones, ducting, cables, sockets and other equipment to the NT Network that have been approved in advance by NT in writing and comply with all the relevant legislation relating to the use of such equipment:

d) provide all reasonable assistance required by NT to enable it to provide the Services:

e) inform NT by one month's prior notice in writing of any premises relocation or change of telephone number(s) on which the Services are registered:

f) provide a safe working environment for Authorised Persons working on the Customer's premises:

g) indemnify NT fully against all losses, liabilities, costs (including without limitation legal costs) and expenses which NT may incur as a result of any breach of the Customer's obligations under the Contract or misuse of the Services or the NT Network:

h) pay NT (at its then current published rates) for all call out visits required from NT where NT determines that (i) the problem with the Services or the NT Network is not the fault of NT or the NT Access Equipment or (ii) the NT Access Equipment has been damaged by the Customer.

2.4 The Customer undertakes to NT to ensure that the Services and the NT () Network are not used:

a) for the transmission of any material which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character; or

b) fraudulently or in connection with a criminal offence; or

c) otherwise in a manner which constitutes a violation or infringement of the rights of any other party; or

d) otherwise than for the purpose of a telecommunications system.

2.5 The customer undertakes that they are responsible for the content and usage of non-geographic and premium rate telephone number/services obtained via NT and agree to be bound by the rules governing these numbers/services, as laid down by the regulator 'Phone Pay Plus' in their Code Of Compliance For Information Providers .

3. NT'S RIGHTS

NT shall be entitled to alter any access or authorisation number or method of accessing the Services from time to time and may reprogram the Customer's equipment as a result. If NT is prevented from an aggregate of 45 days or more from providing network services or otherwise

carrying out its obligations as a result of any delay, refusal, restriction or default by the customer, then the customer shall be deemed to have cancelled the contract and the terms of clause 6.4 shall apply.

3.2 NT may suspend, disconnect or terminate the Services to the Customer at its sole discretion including but not limited to the following:-

- a) in the interests of the quality of the Services or the NT Network;
- b) if any credit limit agreed between NT and the Customer from time to time is exceeded;
- c) if any term of the Contract is breached (including, without limitation, in the event of a failure to make any payment or provide any deposit required to be made or provided under the Contract);
- d) in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority; or
- e) if fraud or attempted fraud is suspected by NT (in its reasonable opinion) in connection with the use of the Services or the NT Network.
- f) if in NT's reasonable opinion it suspects the Customer is offering to resell the Services to any third party. NT may collect and store data and information about the Customer and its use of the Services and provide this information to (i) companies affiliated with NT including without limitation any Associated Company and (ii) third parties. NT may review and change the conditions (including the charges) at any time throughout the duration of this agreement. NT will publish the details of the updated conditions on the NT website www.nettelecoms.co.uk a minimum of two weeks prior to the changes coming into effect. NT reserves the right within its absolute discretion to reconnect and disconnected services, however, a reconnection charge of one hundred and twenty five pounds per line or channel (£125) will be debited/charged to the customer. NT are entering into this agreement principally due to the anticipated monthly customer network services and call charges that will be generated. If at any time whilst this agreement remains in force, the customers total of network services and call charges falls beneath 75% of the anticipated monthly levels (other than circumstances beyond your reasonable control), the customer will be regarded as having committed a material breach in which case clause 4.11 will apply.

4. CHARGES AND PAYMENTS FOR THE SERVICES

4.1 All sums due to NT under the Contract shall become due on the date of the relevant invoice and are payable within 5 days (including weekends and bank holidays) of the date of the relevant invoice.

4.2 All customer charges must be paid monthly in advance via NT's direct debit system in all cases. NT reserve the right to charge an additional fee of £10 per month for non direct debit customer payments. Payments can be made by credit or debit card, in such cases a processing fee of up to £5.00 for debit cards and up to 5% for credit card transactions will be applied in all cases. 4.3 In the event of any error or omission in an NT invoice for any period, NT may issue a corrective invoice at a later date, but no later than sixty months after the relevant invoice date.

4.3.1 NT shall investigate with all good faith any allegation of manifest error in an account and shall inform you of the outcome of such investigation. Any refund or any charges wrongly debited to you shall be made only where NT accepts manifest error and only be backdated by 3 months. This will be paid by way of credit to your next following NT Invoice.

4.4 If the Customer fails to make any payment within the 5 day period following the date of the relevant invoice, without prejudice to its other rights hereunder, NT shall have the right to require the Customer to pay all sums due on demand. NT reserve the right that if these overdue sums fail to be paid immediately the customers network services be restricted without further notification and this restriction not to be lifted until all overdue sums are settled in full, which will also include a de-restriction charge of ten pounds (£10) per line or channel and will be debited/charged to the customer.

4.5 Time of payment of all sums due to NT under the Contract shall be of the essence.

4.6 Without prejudice to NT's rights to treat the non-payment as a material breach of the Contract, NT reserves the right to charge interest on outstanding amounts from the due date until payment is received in full at a 5% per annum above the Bank Of Scotland plc base lending rate as current from time to time whether before or after judgement. Interest shall continue to accrue and on a day to-day basis from and including the date for payment under Condition 4.1.

4.7 NT reserves the right to charge for administrative costs incurred by NT in pursuing late payers.

4.8 NT reserve the right to set a minimum call charge on any call type and to vary this at any time at their absolute discretion.

4.9 All sums due to NT under the Contract are subject to Value Added Tax ("VAT"), and any other applicable taxes, levies or charges which may from time to time be introduced.

4.10 The Customer shall be liable from all charges arising from use of the Services by any person utilising the Customer's registered Services telephone number(s) (with or without Customer's authorisation, ie: fraudulent calls or telephone hacking instances) until such time as the Customer has notified NT of any unauthorised use of the Service.

4.11 In the event and as a result of a customer reported fault, if NT have cause to instruct/request Openreach to attend the customers site to investigate said fault and no line fault is found or it is found to be the customers own equipment that has caused the fault or damaged caused by the customer, premises or a third party, NT reserve the right to charge the customer a minimum charge of £150.00, for each event and/or per hour.

4.12 Should the customer use a prefix that causes their telephone calls to be routed via any other network carrier other than NT's preferred choice, the customer will be charged at a higher rate than NT standard tariffs.

4.13 In the event of an NT or Openreach engineers appointment being booked with the customer, should the customer not be present or not attending the appointment, NT reserve the right to charge the customer a minimum charge of £136.50, for each event.

4.14 The customer accepts that NT's monthly Call Package rental charges are in addition to and entirely separate to our standard line rental, service or call charges, which they will be billed for in addition. Any unused minutes within these Call Packages in a calendar month, cannot be rolled over into the following month(s) or accrued in any way.

4.15 NT Mobile/Cellular Call Packages relate only to the four major mobile networks, which are Vodafone, O2, T-Mobile & Orange.

4.16 Details of the Contract and the conduct of the Account will be registered with a licensed Credit Reference Agency. Information thus registered may be used to help make credit decisions or, fraud prevention or the tracing of debtors.

4.17 In the event of the Customer obtaining any services from a third party which are competitive with or substantially similar to the Services during the minimum term or cancelling all or any part of their services prior to the end of the minimum term of the agreement, the Customer accepts that NT shall be entitled to invoice the Customer in advance and as a lump sum for each month of the remainder of the Minimum Term an amount equal to either:

a) the average of the monthly amounts invoiced by NT to the Customer prior to the breach by the Customer; or

b) the actual amount payable by the Customer for the Services during such month (whichever is the higher). This relates to all network line rentals, call charges & services supplied to the customer.

4.18 All customers' services must be paid via NT's direct debit system in all cases. NT reserve the right to charge an additional fee of £10 per month for non direct debit customer payments. Payments can be made by credit or debit cards, in such cases a processing fee of up to £5.00 for a debit cards and up to 5% for credit card transactions will be applied in all cases. If any payment is not made on the due date the client will be responsible for all reasonable cost incurred in the recovery of any outstanding balance (including the employment of a debt collection agency and all potential legal costs). Debt collection charges will be levied against the value of the outstanding debt at the prevailing rates: between £100.00 and £2000.00 a charge will be levied of 18%, between £2001 & £5000.00 will be charged at 10%, between £5001.00 & £15000.00 will be charged at 8%, any balance above £15001 will be charged at 6%. Any debt for collection outside of the United Kingdom (England, Scotland, Wales,

Northern Ireland) will be subject to a further additional charge imposed by the International agencies contracted to act on the behalf of the debt collection agency.

4.19 NT reserves the right to apply a charge of up to £10 for itemisation of the customer's monthly network invoice in paper format.

5. NT ACCESS EQUIPMENT

5.1 The Customer shall provide without charge or cost to NT appropriate equipment space, ducting, environment and continuous stable electrical power to install and maintain the NT Access Equipment at its premises and to enable NT to provide the Services.

5.2 It is deemed that title to any NT Access Equipment shall remain with NT and whilst the NT Access Equipment is on the Customer's premises, the Customer shall ensure that it is kept safe and secure and is not interfered with by any person.

5.3 Upon termination of the Contract, the Customer will ensure that NT is allowed prompt access to all relevant premises to remove the NT Access Equipment.

6. TERMINATION

6.1 The Contract may be terminated by either NT to the Customer at any time by 90 days written notice in writing to the other (including week-ends and bank holidays) PROVIDED THAT such notice does not expire prior to the expiration of the Minimum Term.

6.2 If neither NT nor the Customer provide notice to terminate in accordance with Condition 6.1 the Client and NT agree that the Contract shall automatically be renewed for a further Minimum Term of twelve months and will continue to renew in this manner for further minimum periods of twelve months until the contract is cancelled in accordance with condition 6.1.

6.2.a In the event of the customer moving to a new telecommunications supplier after the initial minimum term contract, if the transfer dates exceed the 90 days notice period in accordance with condition 6.1 the contract shall automatically be renewed for a further minimum term of 12 months 6.3 NT (without prejudice to its other rights) may terminate the Contract forthwith in the event that;

a) The Customer fails to make any payment when it becomes due to NT or shall default in due performance or observance of any obligation under the Contract or any other contract with NT or an Associated Company and (in the case of remedial breach) fails to remedy the breach within a reasonable time specified by NT in its written notice so to do; or

b) an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Customer or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order.

6.3 The terms of this Contract shall continue to bind the parties hereto to such extent and for so long as may be necessary to give effect to the rights and obligations embodied in it including without limitation Conditions 2.2, 4, 7 and 8.

6.4 If the Contract is terminated by either party hereto, the Customer shall;

a) pay to NT all arrears of charges together with any interest payable under the Contract up to the date of termination;

b) return to NT all equipment owned or provided by NT and/or allow NT access forthwith to the Customer's premises for the removal of any NT Access Equipment;

c) undertake and comply with the provisions of Condition 2.2(d); and

d) cease being provided the Services and have no right to use the same.

7. CONFIDENTIALITY

7.1 The Customer and any User shall at all times keep confidential the terms of this Contract and all matters relating to the Services, and shall not disclose the same to any third party without the prior written consent of NT.

7.2 The confidentiality obligations set out in Condition 7.1 shall survive the termination of the Contract.

8. LIMITATION OF LIABILITY

8.1 The following provisions set out NT's entire liability (including any liability for the acts and omissions of its directors, officers, employees, agents or sub-contractors) to the Customer in respect of:

(a) any breach of its contractual obligations arising under this Contract; and

(b) any representation statement or tortious act or omission including negligence arising under or in connection with this Contract.

AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CONDITION 8.

8.2 Any act or omission on the part of NT or their directors, officers, employees agents or sub-contractors falling within Condition 8.1 shall for the purposes of this Condition 8 be known as an "Event of Default".

8.2.1 There is no compensation scheme and any other costs incurred will not be considered in any request. In the event of NT/BT Openreach not meeting the SLA's set against the Customers telephone line care level in relation to a provision of a telephone line or fault, NT & or BT Openreach may provide a credit limited to a % of the customers line rental (The faulty one) and dependant on how many days the line is down for. Exclusions to this are MBORCS (Matters beyond NT/BT Openreach's reasonable control) & also is dependent on the level of care that the customer has on their telephone line.

8.3 NT's liability to the Customer for the tort of deceit and for death or injury resulting from their own or that of their directors, officers', employees', agents' or subcontractors' negligence shall not be limited.

8.4 Subject to the provisions of condition 8.3, NT's entire liability in respect of any event of default shall be limited to damages not exceeding the sums paid by the customer to NT for the services pursuant to this agreement in the preceding twelve month period in the case of a single event of default and twice the sums paid by the customer to NT for the services pursuant to this agreement in the preceding twelve month period in the case of all events of default or series of connected events of default occurring in any twelve month period.

8.5 Subject to Condition 8.3, NT shall not be liable to the Customer in respect of any Event of Default for loss of profits, goodwill, contracts, opportunity or any other type of special, indirect or consequential loss whatsoever or howsoever even if such loss was reasonably foreseeable or NT had been advised of the possibility of the Customer incurring the same.

8.6 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the Contract.

8.7 Except in the case of an Event of Default arising under Condition 8.3, NT shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon NT within six months of the date the Customer became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.

8.8 NT shall not be responsible for complying with statutory regulations, or by local by-laws, or the fulfilment of any special regulations affecting the Customer.

8.9 Save as set out in Condition 8.3, NT shall have no liability under this Contract of the acts and omissions of other public telecommunication operators or the breakdown total or partial of the NT Network or any other network.

8.10 The extent that all or any part of the Services are faulty, unavailable or interrupted, the Customers sole and exclusive remedy shall be to be compensation in accordance with compensation schemes that may be introduced from time to time by NT. NT do not have compensation schemes in place however, we will look into individual cases based upon their own merits.

8.11 NT shall not be liable for faults in the Customer's telecommunications equipment which result in NT being unable to provide the Services.

8.12 Dates and terms for provisions of the Services shall be estimates only and no liability shall accrue to NT for failure to meet any such dates or times. NT will not be held responsible for any loss due to programming errors or omissions made by any Authorised Person.

8.13 In the event of any failure in the Services, NT shall not be liable to the Customer for any charges incurred by the Customer should it direct its telecommunication traffic to another carrier.

8.14 NT reserves the right not to provide the Services due to any technical limitation in the Customer's telephone system, telephone exchange or NT Access Equipment.

8.15 The obligations set out in this Condition 8 as to limitations of liability shall remain in full force and effect notwithstanding the expiration or any termination of this Contract for any reason whatsoever.

9. DEPOSIT

9.1 NT may at any time before or after the provision of the Services require payment by the Customer in a manner specified by NT of a sum to be held by way of a deposit as and against any charges arising from use of the Services by the Customer and NT shall be entitled to offset such deposit against any sums due under this Contract from time to time including interest due or owing to NT pursuant to Condition 4.6.

9.2 Any deposit held by NT will not accrue interest whatsoever although any deposit (or part thereof) which is held by NT for over one year and which is subsequently repaid to the Customer may, at NT's discretion, attract interest at an amount determined by NT.

10. ASSIGNMENT

10.1 The Customer shall not assign, transfer, sub-contract, delegate all or any of its rights and obligations hereunder to an Associated Company or other person.

11. FORCE MAJEURE

Neither NT or the Customer shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or short age of power supply, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of Government, highway authorities, public telecommunication operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Services or any part thereof.

12. NO WAIVER

Failure by either NT or the Customer to exercise or enforce any right conferred by this Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

13. ENTIRE CONTRACT

The Contract represents the entire understanding between the parties in relation to the subject matter of the Contract and supersedes all other agreements and representations made by either party whether oral or written.

14. SERVICE OF NOTICE

14.1 Any notice or invoice or other document which may be given under this Contract shall be in writing and shall be deemed to have been duly given if left or sent by post (whether by letter, or, where the parties agree, by magnetic tape or any other form), telex or facsimile transmission (subject to the sender's machine producing confirmation that all pages have been sent) or, where the parties expressly agree, by electronic mail to the registered office of the party to be served or any other address notified by the party to be served to the other party in writing as an address to which notices, invoices and other documents may be sent.

14.2 Any notice sent by first class post shall be deemed to have been received two business days after posting. Any notice sent by telex, fax or electronic mail shall be deemed to have been received on the day of its receipt by the addressee.

15. GENERAL

15.1 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted, with or without amendment.

15.2 Unless there is something inconsistent in the subject or context, words denoting the singular number only include the plural and vice versa; words denoting one gender only include the other genders.

15.3 Unless the context otherwise requires, a reference to a Condition is to a condition or the Contract.

15.4 The headings in the Contract are inserted for convenience only and do not affect its interpretation.

15.5 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been entered into with the invalid provision eliminated.

15.6 A person who is not a party to this Contract has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any provisions of this Contract.

16. GOVERNING LAW

The Contract shall be governed, construed and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts as regards any claim, matter or dispute arising out of or relating to the Contract or any document entered into pursuant to the Contract.



Net Telecoms
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