



MSA v1.1

Managed Service Agreement

| | | | |
|------------------------------|---|------------------------|--|
| Owner: | Talk Telecom Ltd | | |
| Address: | 1 Lancaster Court, Coronation Road, High Wycombe, Buckinghamshire, HP12 3TD | | |
| Company Name: | | Reg. No. | |
| Installation Address: | | | |
| | | Postcode: | |
| Contact Name: | | Contact Number: | |
| Contact Email: | | Billing Email: | |

KEY FINANCIAL INFORMATION

| Qty | Equipment | Maint | Qty | Equipment | Maint |
|-----|-----------|-------|-----|-----------|-------|
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RENTAL PAYMENTS AND PERIOD OF HIRE

| | | | | | | | | |
|------------------------|------------|----------------------------|--|----------------------------|---|----------------|---|----------------|
| Minimum Period: | | # of Months | | Initial Payment of: | £ | + VAT = | £ | inc VAT |
| | (in words) | | | | | | | |
| Followed By: | | Monthly / Quarterly | | Rental Payments of: | £ | + VAT = | £ | inc VAT |
| | (in words) | | | | | | | |

The First Rental Payment is due on the date of delivery of the Equipment in accordance with clause 1 (b), followed by the Rental Payments shown above which are payable at the intervals stated above for at least the Minimum Period. Upon expiry of the Minimum Period you must pay Rental Payments of the same amount and frequency until this Agreement is terminated by notice in accordance with clause 1 overleaf. We may increase the amount of Rental Payments under clause 2 (c) if you fail to pay by Direct Debit or under clause 2(d) if there is an increase in the rate of corporation tax. If you terminate this Agreement early under clause 9 you must pay us all amounts set out in clause 10 by the date of termination.

KEY INFORMATION

This Agreement is not cancellable.

We will charge you under clause 2(f) for the costs and expenses we incur if you breach this Agreement and we have to enforce it or under clause 7(b) if you fail to return the Equipment when this Agreement ends and under clause 12(a) if any payment is not made on time you will be charged interest of 5% above the Finance House base rate per calendar month subject to a minimum of £40 + VAT on the overdue amount from the date that you should have paid until it is made. We will charge you the cost of any insurance which may be required under Clause 5 (d) and, if we arrange insurance, a Fee as explained in Clause 5 (e). If we end your hiring under this Agreement early in accordance with clause 8, you will be liable to pay an amount calculated in accordance with clause 10. You will be charged an Administration Fee of £140 plus VAT which is payable with the First Rental and an Annual Service Fee of £40 plus VAT payable on each anniversary of the Agreement under clause 2(a).

MISSING PAYMENTS

Missing payments could have severe consequences and may make obtaining credit more difficult.

IMPORTANT—READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this Agreement and lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, the owner cannot enforce this Agreement against you without getting a court order. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department, or your nearest Citizens' Advice Bureau.

Declaration for exemption relating to businesses (articles 60C and 60D of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

I am/We* are entering into this agreement wholly or predominantly for the purposes of a business carried on by me/us* or intended to be carried on by me/us*. I/We* understand that I/we* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts. I am/We* are aware that, if I/we* are in any doubt as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we* should seek independent legal advice. * Delete as appropriate.

Application and Acknowledgement

You apply to Talk Telecom Ltd ("us") to hire Equipment. If we accept your application we will do so in reliance on your acknowledgement by signing this Agreement that:

1. You have read and understood the Terms and Conditions overleaf and have received a copy of the Pre-contract Information required for agreements regulated by the Consumer Credit Act 1974;
2. You expressly confirm that this is the whole agreement between us in accordance with clauses 3 (g) and 12(g) overleaf, and the Equipment has not previously been in your possession;
3. All the information above is accurate and was complete at the time of signature.

4. If you are a body corporate or a partnership of 4 or more persons or you make this Agreement wholly or predominantly for business purposes and total Rental Payments (including VAT) minus Maintenance Payments exceed £25,000.00 the Consumer Credit Act 1974 will not apply as explained in clause 11.

5. Other than as shown in this Agreement you have not made any payment to any party in relation to arranging or accepting this Agreement.

6. You acknowledge that you have chosen the Equipment. You request us to purchase the Equipment for the purpose of you hiring it from us.

7. You have assessed the costs relating to the Equipment and this Agreement and confirm that the payments are fair and reasonable.

8. You have read and understood the Declaration for Exemption Relating to Businesses as set out as above.

9. With the exception of any maintenance agreement relating to the Equipment, you have not entered into any other agreements or arrangements in respect of the Equipment, the financing of the Equipment, the payment of Rental Payments, or otherwise relating to this Agreement whether with us, any introducer or broker or other third party.

YOUR SIGNATURE

By signing this agreement you confirm you have read and understood the Use of your information section.

This is a Hire Agreement regulated by the Consumer Credit Act 1974.

Sign it only if you want to be legally bound by its terms.

Signature (s) of Hirer (s)

Date

Under this Agreement the goods do not become your property and you must not sell them.

Name (s):
(PLEASE PRINT)

Position (s):
(PLEASE PRINT)

The person who signs this Agreement on your behalf warrants to us that he or she is an authorised signatory and by signing will bind you under the terms and conditions of this Agreement.

ACCEPTANCE BY TTL: Authorised Signatory

Date

For and on behalf of Talk Telecom Ltd

This Supply, Maintenance and Additional Services Agreement is governed by the terms and conditions set out at Schedule 2 overleaf
ORDER FORM

MAINTENANCE

| | | | | | | | | | | | |
|-------------------------|--|--------------|-------------------------|--|------------------|--|--------------------|--|------------|--|-----------|
| Annual Charge: £ | | + VAT | Payable Monthly: | | Annually: | | 24/7 Cover: | | Yes | | No |
|-------------------------|--|--------------|-------------------------|--|------------------|--|--------------------|--|------------|--|-----------|

ADDITIONAL PRODUCTS & SERVICES

| Product | Qty | One-Off (£) | Recurring (£) | Frequency (M/Q/A) | Postcode/ Site | Description |
|---------|-----|-------------|---------------|-------------------|----------------|-------------|
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| | | | | | | |
| Total | | | | | | |

CALL CHARGE PRICES

[illegible]

Additional Information / Tariff Details

| | | |
|----------------------------|------|------|
| Signature (s) of Hirer (s) | Name | Date |
|----------------------------|------|------|

ACCEPTANCE BY TTL : Authorised Signatory

For and on behalf of Talk Telecom Ltd

Proposal No.

USE OF YOUR INFORMATION

Talk Telecom Ltd ("TTL") will be what's known as the 'controller' of the personal data you provide to us. Our company registration number is 08317225 and our registered address is 1 Lancaster Court, Coronation Road, High Wycombe, Buckinghamshire, HP12 3TD.

TTL has the right to process such personal data in order to check that you are an appropriate person or business to enter into a supply relationship with, and so such processing is necessary in order for us to enter into a contract with you.

We will use your personal information as follows:

- The information about you in this form may be passed to any person providing or administering funding to us, third party finance companies, Insurers, Credit Reference Agencies ("CRAs"), Fraud Prevention Agencies and Accountancy, Audit, Legal and IT Agencies;
- The said information may be used to carry out "know your client" procedures, help make credit decisions about the Supplier, for fraud prevention, and to administer any funding agreement and the services provided by the Supplier;
- We may search your records at one or more CRAs, who will add to your record details of our search and your application;
- Details of your agreement with us and your payment history may be added to your records at the CRAs, and can then be used by us and other organisations to make credit assessments in the future;
- A joint application, and any reference in your application to a business or financial partner, may result in the CRAs associating you with the other party when future applications by either of you are considered;
- We may use a credit scoring or other automated decision-making system when assessing your application;
- A failure to provide the personal data requested will result in us being unable to enter into a supply contract with you.

We will retain your personal information for 7 years after the end of the agreement.

For further information on which credit reference agencies have been supplied with your details or how your information is used, how we maintain the security of your information and your rights to access/alter and change information we hold on you, please write to us at write to: The Data Protection Controller, 1 Lancaster Court, Coronation Road, High Wycombe, Buckinghamshire, HP12 3TD.

Should you be unhappy with our processing of your personal data, you have a right to complain to the Information Commissioner's Office, which is the regulator for data protection.

MARKETING CONSENT

At Talk Telecom Ltd we take your privacy seriously and will only use your information to administer your account and to provide the products and services you have requested from us. However, from time to time we would like to contact you with details of other products, services, and events unless you tell us otherwise by ticking the box below.

☐

No, I would not like to receive marketing communications from Talk Telecom Ltd.

We would also like to pass your details onto other third party Equipment Suppliers, so they can contact you regarding the products, services and offers they provide. We will only do this if you tick the box below.

☐

Yes, I would like to receive marketing communications from other third party Equipment Suppliers.

We may invite you to review that decision and you can withdraw your consent or change your preferences at any time. For full details of how we will use your information and who we may share it with, please read our privacy policy at www.talk-telecom.co.uk/termsandconditions/.



Instructions to your bank or building society to pay direct debits



Name (s) of Account Holder (s)

Bank/Building Society
account number

Branch Sort Code

Name and Full Postal Address of your Bank or Building Society

| | |
|-----------------|------------------------|
| To: The Manager | Bank/ Building Society |
| Address: | |
| | Postcode: |

Service User Number

Reference (for office use only)

Instruction to your Bank or Building Society

Please pay the Originator Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit

Guarantee. I understand that this instruction may remain with the

Signature (s):

Date:

Bank and Building Societies may not accept Direct Debit Instructions for some type of account.

THE DIRECT DEBIT GUARANTEE



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit the Originator will notify you within 10 working days in advance of your account being debited or as otherwise agreed. If you request the Originator to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by the Originator or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when the Originator asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Terms and Conditions relating to the hire of the Equipment

'Schedule 1'

1. HIRING AND PERIOD OF HIRE

- (a) Subject to early termination pursuant to clauses 8 and 9 below, You agree to hire the Equipment from us for the Minimum Period which starts on the date of delivery of the Equipment to you. After the expiry of the Minimum Term the hiring will continue until terminated by either of us giving not less than one month's written notice to the other such notice to expire at the end of month or quarter for which you make Rental Payments..
- (b) You must inspect the Equipment and notify us of any apparent problems within 5 days from the date of delivery and as otherwise you will be deemed to be completely satisfied with the Equipment whether or not you have also signed a written acceptance certificate.
- (c) We (or any third party to whom we sell the Equipment) will retain ownership of the Equipment during the term of this Agreement.

2. PAYMENTS

- (a) As soon as the first Item of Equipment is delivered you must pay us the First Rental Payment and the Administration Fee. The remaining Rental Payments and Annual Service Fee are then due at the intervals stated for as long as the hiring continues.
- (b) It is an essential condition of this Agreement that we receive all Rental Payments and all other payments by their due dates. Rental Payments must be made in full and without set off, deduction or counterclaim for any reason.
- (c) It is a condition that all Rental Payments are paid by Direct Debit. If they are not we may increase the amount of each Rental Payment by 3%.
- (d) If the rate of corporation tax increases during the Period of Hire we may by notice to you increase the amount of Rental Payments due after the date of increase by an amount sufficient to maintain our post tax rate of return.
- (e) You must pay VAT on all payments due under this Agreement at the rate which applies on the date such payment is due.
- (f) We are entitled to charge you for the costs and expenses we may incur in enforcing this Agreement following breach by you and these charges must be paid by you on demand.
- (g) It is a condition of this Agreement that all Rental Payments must still be paid even if the Equipment cannot be used for any reason and regardless of any problems or disputes relating to any services or consumables or failure to supply the same.

3. EXCLUSION OF OUR LIABILITY

- (a) Both parties recognise that there is a risk that the Equipment may not be of satisfactory quality. Both parties confirm that the allocation of risk is a matter of agreement and that they have agreed that it shall be borne by you, save to the extent that we have been able to obtain a right of recourse against the manufacturer and have been able to pass that right to you via an assignment or under the Contracts (Rights of Third Parties) Act 1999.
- (b) It is your responsibility to obtain warranties for the Equipment from the manufacturer. If you fail to obtain from the manufacturer of the Equipment express warranties about the Equipment we will endeavour, at your request and cost, to transfer to you the benefits of any manufacturer's express warranties given to us in respect of the Equipment.
- (c) Both parties agree that no terms are to be implied into this Agreement save for those required by law.
- (d) If the law requires a term to be implied into this Agreement, both parties agree that we will not be liable for any breach of such implied terms, because:
 - (i) if the risk of breach of any such terms had been allocated to us we would have charged a higher Rental Payment;
 - (ii) we are not in a position to evaluate and therefore insure against the risk of such a breach, whereas you are in a better position to do so; and
 - (iii) because you have chosen the Equipment.
- (e) In no event will we be liable to you in contract, tort or otherwise including any liability for negligence for:
 - (i) any loss of revenue, business, anticipated savings or profit or any loss of use or value; or
 - (ii) for any indirect or consequential loss.
 "Anticipated savings" denotes any expense which you expected to avoid incurring or to incur in a lesser amount than would otherwise have been the case.
- (f) For the avoidance of doubt we do not restrict or exclude our liability in respect of death or personal injury to the extent that it results from our negligence or that of our employees in the course of their employment with us.
- (g) You acknowledge and accept that the Supplier and its sales force are not our agents and are in no way authorised to give warranties or make promises or representations binding on us.
- (h) We are not liable for late delivery of the Equipment

4. SOFTWARE

- (a) You are responsible for choosing any software included in the Equipment and for making sure that the software is fit and suitable for your purpose and that it complies with your specification.
- (b) We are not involved in the preparation or specification of the software and you will provide us with a copy of any specifications if we ask you for a copy.
- (c) You are aware that because software is provided for your specific use it has no residual or resale value.
- (d) It is a condition of this Agreement that you will obtain a licence to use any software and comply with the terms of any such software licence You will also indemnify us against any claim made against us for breach of any software licence.
- (e) You acknowledge that maintenance of any software is not our responsibility and that you must continue to pay all Rentals Payments to us even if any other party does not provide maintenance to your satisfaction or at all or the software cannot be used for any reason.

5. RISK AND INSURANCE

- (a) The Equipment is at your risk from delivery until we recover it.
- (b) You must insure the Equipment with a reputable insurance company against loss or damage at all times from all insurable risks (including third party and public liability claims) for the greater of the full cost of replacing it or the amount that would be payable under clause 5 (h) (ii) to settle this Agreement. You must arrange for the insurance company to put our interest in the Equipment on the insurance policy. If we ask, you must show us acceptable evidence of the insurance policy. You must comply in all respects with the terms and conditions of the relevant insurance policy or policies.
- (c) If you do not show us acceptable evidence of the insurance policy when we ask, we have the right to either:
 - (i) arrange insurance of the Equipment for you; or
 - (ii) take out our own insurance on the Equipment for a suitable period at your expense. We do not have to do this if we choose not to. For the avoidance of doubt, you acknowledge and agree that if we take out our own insurance policy under this clause 5, you shall have no rights under such policy.
- (d) In the event that we arrange insurance for you under clause 5(c)(i) above you will pay the full cost of any insurance which we arrange and we will collect the insurance premiums from you with the Rental Payments.
- (e) In the event that we take out our own insurance policy, we shall charge you a fee to cover our costs of doing so (the "Fee") which shall be subject to VAT. Such Fee shall be collected from you by instalments at the same time as the Rental Payments become due. The payment of the Fee shall be subject to prior written notice from us specifying the amount of the Fee, the VAT thereon and the frequency of payments that shall be required to be made by you. Where we have taken out our own insurance policy you must promptly provide to us all information that we may reasonably require in connection with such insurance including for the avoidance of doubt all information required to enable us to effect such policy and to enable us to make a claim under it. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.
- (f) Notwithstanding the foregoing, you may arrange your own insurance at any time
- (g) You must notify us immediately in the event of loss or damage to the Equipment and you may not settle any claims without our prior agreement. You agree to hold any insurance proceeds from any insurance that you have effected on trust for us.
- (h) If the Equipment is damaged or stolen and there is a total loss claim, you shall either:
 - (i) with our written permission, replace the Equipment at your own expense and continue with this Agreement and we will give you any relevant insurance monies we receive; or
 - (ii) settle this Agreement by paying us the amounts left owed under clause 10 of this Agreement plus an amount which we anticipated the Equipment would be worth on expiry of the Fixed or Minimum Period (the "Residual Value"). We will deduct the amount of any relevant insurance settlement we obtain from the insurers from the amount you owe us. Except as set out in this clause 5 (h), the total loss will not affect this Agreement which will continue. You must also continue to pay all the Rental Payments due under it and any replacement equipment will become our property.

6. MAINTENANCE AND USE OF THE EQUIPMENT

- (a) You must keep the Equipment in good condition and must ensure that all necessary maintenance and repairs are carried out by a competent service provider at your expense as soon as possible.
- (b) You may only use the Equipment following the manufacturer's operating instructions and in accordance with all applicable laws, statutes and regulations in a safe and proper manner. You will be responsible for any loss, damage or injury (including death) to the Equipment, people or property which is caused by using the Equipment except death or personal injury caused by our negligence of that or our employees in the course of their employment with us.
- (c) You must keep the Equipment in your possession at the Installation Address free from any lien, claim or charge. You must not allow the Equipment to become a fixture.
- (d) You must not alter or make additions or replacements to the Equipment without our written permission in advance. If you do, any alterations, additions or replacement automatically become our property without payment.
- (e) You must not sub-hire the Equipment or attempt to sell it. We must be permitted to affix such plates, labels or other identifying marks to the Equipment as we shall require and you will grant us access to the Equipment at all reasonable times for that purpose subject to our giving you reasonable notice.
- (f) If the Equipment is a motor vehicle you must pay all necessary taxes and duties and must ensure that the Equipment is driven only by a duly authorised, licensed and insured competent driver in the normal course of your business or for reasonable social, domestic or pleasure use.

- (g) Save as provided in clause 3 (f), you are responsible for and must indemnify us, our employees, agents and contractors at all times from and against:
 - (i) loss, theft, destruction of or damage to the Equipment from whatever cause arising and whether or not such loss, theft, destruction or damage results from your negligence or that of your employees or agents;
 - (ii) all claims, demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs and expenses of whatsoever nature which may be brought against us or which we may suffer, incur or sustain in connection with our ownership of the Equipment or arising out of this Agreement.
 This indemnity will survive and remain in full force and effect should this Agreement be terminated and in no event shall our liability to you exceed the aggregate of the Rental Payments payable by you at the time such liability arises.
- (h) You agree that it is not our responsibility to make any alterations to the Equipment (or bear any costs of any such alterations) which may become necessary or compulsory as a result of any change in coinage or the introduction of a European currency. Accordingly, you will, at your expense, procure that any necessary alterations are carried out.
- (i) You must allow us to inspect the Equipment at reasonable times during this Agreement provided we give you reasonable notice.
- (j) You must pay all licence fees, fines, duties, insurance premiums or other payments for the Equipment which are not included in the Agreement.

7. RETURN OF THE EQUIPMENT

- (a) When this Agreement ends you must deliver the Equipment to a place of our choice within the United Kingdom at your expense in the same original, complete working order as when you accepted it taking account of normal wear and tear, resulting from using it properly unless the Equipment has been the subject of a total loss and has not been replaced in accordance with clause 5 (h) (i).
- (b) If you fail to return the Equipment to us when the Agreement ends we may enter any premises where we reasonably believe the Equipment to be located and remove it and you must pay us all the costs and expenses we incur in doing so.
- (c) If you fail to deliver the Equipment to us, in accordance with this clause 7 and within 5 working days of the hiring ending you will pay us on demand an amount equal to the Rental Payments until you comply with this requirement.

8. TERMINATION

- We may terminate your right to possession of the Equipment under this Agreement before the end of the Minimum Period if you act in such a way that we reasonably believe that you are unwilling or unable to meet your obligations under the Agreement. You agree that in particular you shall be deemed to be unwilling or unable to meet your obligations if any of the following happens:
- (a) You fail to pay any amount due under this Agreement or any other agreement with us or any other company in our group of companies within 7 days of it becoming due;
 - (b) You fail to perform any other obligations under this Agreement or any other agreement with us or any other company in our group of companies and if remediable, fail to remedy it within 7 days of us giving you notice specifying the breach;
 - (c) You cease trading, enter into a voluntary arrangement, have a bankruptcy petition presented against you or make any arrangement with creditors;
 - (d) (If you are a limited company) you cease trading, have an administrator or receiver appointed or enter into any form of liquidation;
 - (e) You allow a judgment to remain unsatisfied for 7 days or allow assets to be seized under a court judgment.
 - (f) You undergo a change in control (whether direct or indirect) or your present holding company ceases to be the legal and beneficial owner (free from encumbrances) of the whole or any part of your issued share capital from time to time or your assets are transferred to another party; or
 - (g) Being an individual have a petition for a bankruptcy order; for sequestration made against you; die; are subject to an order for the administration of your estate; become apparently insolvent; grant a trust deed for the benefit of your creditors or enter into any composition contract with your creditors; or
 - (h) Being a partnership, are dissolved or have a judicial factor appointed to you or become subject to any of the events set out above in clause 8 (g);
 - (i) Any event occurs which has or is likely to have in our opinion a material adverse effect on your business, properties or condition, financial or otherwise, or on your ability to duly perform and observe any of your obligation under this Agreement;
 - (j) You make any statement, representation or warranty under or in relation to this Agreement or any other agreement with us which is or becomes materially incorrect; or
 - (k) If you or any of your partners or anyone who guaranteed the Agreement or any other company in your group of companies commits or suffers any of the events specified in (a) to (j) above.

9. EARLY TERMINATION BY YOU

- (a) If you wish to terminate this Agreement before the end of the Minimum Period you must give us one month's notice of termination AND you must pay us without deduction the sums set out in clauses 10a and 10b below. Upon termination before the end of the Minimum Period the Equipment must be returned as set out in clause 7 above.
- (b) All requests for a quotation of the sum required must be made to us by you in writing.

10. PAYMENTS DUE ON TERMINATION

- (a) Upon termination under clauses 5, 8 or 9 you will pay us as a debt:
- (b) Any Rental Payments and other charges already due at the date of termination;
- (b) All remaining Rental Payments which would have become due between termination and the end of the Fixed Period less a discount of 3% per annum on the amount of all such Rental Payments as a credit to you to reflect the fact that we have become entitled to receive payment early;
- (c) All other losses, costs, charges and expenses we incur in connection with the premature termination of any funding commitments related to this Agreement;
- (d) Less (in the event of termination under clause 8 only and when the Equipment is re-delivered to us and the Residual Value is zero) the net proceeds of any sale of the Equipment which we are able to arrange after deduction of our expenses.

11. NON REGULATED AGREEMENTS

- If you are a corporate body or a partnership of 4 or more persons or you make this Agreement wholly or predominantly for business purposes and the Rental Payments you have to make under this Agreement are more than £25,000 (including VAT), then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement or notice in this Agreement, or any copy of this Agreement, about the Act does not apply to you.

12. MISCELLANEOUS

- (a) Any payment not made on time will attract interest of 5% above the finance house base rate per calendar month subject to a minimum of £40 + VAT until paid, after judgment as well as before.
- (b) If we do not enforce all of our rights under this Agreement or if we delay in doing so or allow some form of indulgence to you we do not thereby waive any rights under this Agreement.
- (c) Where you are two or more parties to this Agreement, as Hirer, you are both liable jointly as well as individually and we may enforce the Agreement against all or any of you.
- (d) A certificate issued by one of our Senior Managers or Directors as to any amount owing under this Agreement will be binding and conclusive against you unless it is clearly wrong.
- (e) Any notice must be in writing and is deemed served on the same day as it is sent by facsimile or delivered by hand or two days after the date it is posted.
- (f) We may transfer all or any of our rights and duties under this Agreement. You must not transfer any of your rights or obligations under this Agreement without our written consent. We may introduce you to a third party finance company ("Finance Company") to whom the benefit of this Agreement and/ or the Equipment may be transferred or assigned or we may, at our discretion, finance the Agreement and the hiring of the Equipment ourselves.
- (g) This written Agreement is the whole agreement regulating the rights and liabilities between us, in relation to the Equipment and its hiring. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.
- (h) No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed (as the case may be) by, or on behalf of, each party and has been approved in writing prior to execution by the parties by Tower Leasing Limited.
- (i) Tower Leasing Limited shall have the right to enforce the terms of clause 12(h) in accordance with the Contracts (Rights of Third Parties Act) 1999. Save as set out in this clause 12(i) nothing in this agreement confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement which that third party would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- (j) A commission may be received by us from the owner or lessor of the Equipment or any third party finance company who we introduced to finance this Agreement (each a "Finance Company").
- (k) This Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.
- (l) The data that We or the Finance Company collects from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or the Finance Company or for one of its suppliers. Such staff may be engaged in, among other things, the processing of your payment details and the provision of support services.

I/We confirm that I/we have seen and read all of the Hire document.

Signature (s) of Hirer (s)

Date

Terms and Conditions relating to other services

'Schedule 2'

The Customer's attention is particularly drawn to the provisions of clauses 4.4, 5.3, 6.3, 7.3 and 8.3 (Contract Extended Term), and clause 14. (Limitation on TTL's Liability)

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Carrier: the relevant third party telecommunications operator or network service provider.

Charges: the applicable charges payable by the Customer for the supply of any Services and/or Equipment in accordance with clause 10.

Commencement Date: means the date on which TTL shall start to provide the Service which shall mean in the case of:

- Maintenance Services the Installation Date or where TTL has not contracted with the client to install Equipment in connection with the Maintenance Services the date specified as the Commencement Date for the Maintenance Services;
- Fixed Network Services the Handover Date in respect of those Fixed Network Services;
- Data Services the relevant Handover Date in respect of those Data Services;
- IT Support Services the date specified as the Commencement Date in the Order Form; and
- Mobile Services the Handover Date in respect of those Mobile Services.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.7.

Connection Date: means in the case of the provision of Data Services the date when the Carrier commences the provisioning of Data Services to the Customer on behalf of TTL.

Contract: the contract between TTL and the Customer for the supply of any Services and/or goods (including where appropriate Equipment) in accordance with these Conditions, the Order and any Service Specific Conditions.

Contract Date: the date on which a Contract between the Customer and TTL is formed and comes into existence as determined pursuant to the provisions of clause 2.2

Customer: the person or firm specified as such in the Order Form who contracts to purchase Services from TTL.

Customer Default: has the meaning given to it in clause 9.3.

Data Services: the data services to be provided by TTL to the Customer as described in the Order, together with such other data services that TTL agrees to supply to the Customer from time to time.

Data Services Contract: where applicable, the Contract for the supply of Data Services.

Delivery: has the meaning given to it in clause 4.2.

Equipment: the equipment as set out in the Order Form or Hire Agreement as the case may be.

Estimated Installation Date: the date on which TTL estimates that the Equipment will be installed, as advised by TTL to the Customer.

Extended Term: in relation to:

- a Contract for the supply of Fixed Network Services has the meaning given to it in clause 5.3 or if applicable, clause 5.4; and
- a Contract for the supply of Data Services has the meaning given to it in clause 6.3 or if applicable, clause 6.4;
- a Contract for the supply of Maintenance Services has the meaning given to it in clause 4.4 or if applicable, clause 4.5; and
- a Contract for the supply of the IT Support Services has the meaning given to it in clause 7.3 or if applicable, clause 7.4.

Fixed Network Services: the voice services to be provided by TTL to the Customer as specified in the Order Form.

Fixed Network Services Contract: where applicable, the Contract for the supply of Fixed Network Services.

TTL: Talk Telecom Ltd registered in England and Wales with company number 08317225 of 1 Lancaster Court, Coronation Road, High Wycombe, Buckinghamshire, HP12 3TD

TTL Customer Transfer Preference Policy: as set out at www.talk-telecom.co.uk/termsandconditions/ as varied from time to time.

Handover Date: means

- in the case of the provision of Fixed Network Services the date when the Fixed Network Services are available for use by the Customer with TTL as the supplier of the Fixed Network Services.
- in the case of Data Services the date when the Data Services are available for use by the Customer with TTL as the supplier of the Data Services.
- in the case of Mobile Services the date when the Mobile Services are available for use by the Customer with TTL as the supplier of the Mobile Services.

Hosted Sub Licence: a sub licence granted by TTL to the Customer for a hosted product for use in connection with Fixed Network Services.

Installation Date: the date on which the Equipment is installed.

Installation Services: the services relating to the installation by TTL (or its duly authorised agents) of the Equipment (where applicable).

IT Support Services: the IT support services to be provided by TTL to the Customer as specified in the Order.

IT Support Services Contract: where applicable, the Contract for the supply of IT Support Services.

Maintenance Services: the maintenance services to be provided by TTL to the Customer as described in the Order, together with such other maintenance services that TTL agrees to supply to the Customer from time to time.

Maintenance Services Contract: where applicable, the Contract for the supply of Maintenance Services.

Minimum Term: the minimum contract term that applies to the Maintenance Services, the Fixed Network Services, the Data Services, the IT Support Services and/or the Mobile Services as the case may be shall unless a different minimum term is specified for any such Service in the Service Specific Conditions section of the Order Form be the period of three years commencing on the Commencement Date.

Mobile Services: the mobile services to be provided by TTL to the Customer as specified in the Order.

Mobile Services Contract: where applicable, the Contract for the supply of Mobile Services.

Notes Section: the section of the order form marked "Notes Section".

OFCOM: the Office of Communications or any equivalent successor body.

Order: the Customer's order for Services as set out in the Order Form; such Order being subject to these Conditions.

Order Form: the document which sets out amongst other things the Services which the Customer would like TTL to provide to it and certain details in respect thereof including when read in conjunction with these Conditions the basis on which the charges for providing the Services will be calculated. The Order Form shall be prepared by TTL and sent to the Customer for signature by or on behalf of the Customer and returned to TTL. The Order Form may be prepared, sent, signed or returned either electronically or physically.

Services: the services to be supplied by TTL to the Customer being any or all of the Installation Services, Maintenance Services, Fixed Network Services, Data Services, IT Support Services and/or Mobile Services, as the case may be, and **Service** shall be construed accordingly but shall exclude the provision of DNS servers and mail servers.

Service Specific Conditions: any policies, terms or procedures that apply to and shall be incorporated into the Contract, as specified in the notes section of the Order Form.

Site: the Customer's place of business as specified in the Order Form where any Services are to be provided or carried out and/or (where applicable) Equipment is to be delivered and any Installation is to take place, as specified in the Order Form.

Small Business Customer: a Customer identified on the Order Form as not being a communications provider and who has 10 or fewer individuals working for that Customer (whether as employees, volunteers or otherwise).

Specification: the description or specification of the relevant Services and/or Equipment provided in writing by TTL to the Customer as set out in the Order Form.

Tariff: The standard tariff as set out at www.talk-telecom.co.uk/termsandconditions/ and as varied in the Notes Section of the Order Form for Fixed Network Services, Data Services and the IT Support Services as attached to the Order Form and as amended or notified to the Customer from time to time.

VOIP: Voice Over Internet Protocol being the use of the internet as the transmission medium for telephone calls by digital means (rather than the traditional telephone system based on copper wires carrying analogue data).

1.2 Construction. In these Conditions, the following rules apply:

- a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- a reference to a party includes its personal representatives, successors or permitted assigns;
- a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- a reference to **writing** or **written** includes e-mails but excludes faxes.

2. BASIS OF CONTRACT

2.1 The sending of the Order Form by TTL to the customer constitutes an offer by TTL to the Customer to provide services and/or Equipment in accordance with these conditions, the Order and any service specific conditions ("the Offer"). The Offer may be withdrawn at any point by TTL prior to it being accepted by the Customer.

2.2 The offer shall be accepted and the Contract shall be formed and come into existence at the point when TTL receives the Order Form, either electronically or physically, duly signed (either electronically or physically) by or on behalf of the Customer at which point and on which date the Contract shall come into existence (subject where applicable to clauses 4.1, 5.6, 6.6 and 7.5). If TTL has not received the Order Form duly signed for or on behalf of the Customer within 12 months from the date on which it is sent to by TTL to the Customer the offer to contract with the Customer shall be deemed to have been withdrawn unless otherwise agreed between TTL and the Customer.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of TTL which is not set out in the Order Form, the Service Specific Conditions or the terms (or incorporated by reference in any of them).

2.4 Any samples, drawings, descriptive matter or advertising issued by TTL, or any descriptions or illustrations contained in TTL's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract nor have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions shall prevail. In the event of any conflict between these Conditions, any Service Specific Conditions and the Order Form, the Order Form will prevail in relation to that Service.

2.6 Any quotation given by TTL shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.7 The Customer warrants to TTL that it is entering into the Contract for the purpose of its business, trade or profession and not as a consumer.

2.8 Except for Installation Services that shall form part of a Contract for the supply of Equipment, each order for Maintenance Services, Data Services or Fixed Network Services shall be deemed to be a separate Contract (irrespective of whether more than one or all of them are included on the same Order Form).

2.9 To the extent that there is any failure or delay by TTL to supply one of the Services, that shall not entitle the Customer to terminate the Contract for the supply of any other Service or Services as the case may be (if any).

3. SUPPLY OF SERVICES

3.1 TTL shall supply the Services to the Customer in accordance with the Contract in all material respects. In the event that the Order Form specifies:

- the supply by TTL to the Customer of Equipment and Installation Services and/or Maintenance Services, clause 4 of these Conditions shall also apply to the Contract;
- the supply by TTL to the Customer of Fixed Network Services, clause 5 of these Conditions shall also apply to the Contract;
- the supply by TTL to the Customer of Data Services, clause 6 of these Conditions shall also apply to the Contract; and
- the supply by TTL to the Customer of IT Support Services, clause 7 of these Conditions shall also apply to the Contract.

3.2 TTL shall use all reasonable endeavours to deliver any Services on or by any date or dates specified in the Order Form, but any such dates shall be estimates or for guidance only and time shall not be of the essence for the performance of the Services.

3.3 TTL shall have the right to make any changes to any Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the relevant Services. TTL shall notify the Customer of any such change.

3.4 TTL warrants to the Customer that the relevant Services will be provided using reasonable care and skill, subject to clauses 4, 5, 6 and 7 of these Conditions.

4. Terms applicable to Equipment, Installation Services and Maintenance Services

4.1 Any Order for Equipment is conditional on the availability of such Equipment prior to the Estimated Installation Date. TTL shall use reasonable endeavours to deliver the Equipment and supply the Installation Services with reasonable care and skill in accordance with the estimated period for delivery and installation. Installation within such period is not guaranteed and time shall not be of the essence.

4.2 Delivery of Equipment shall be deemed to take place when the relevant Equipment arrives at the Customer's Site (prior to unloading or unpacking) as specified in the Order (**Delivery**) (**and Delivered** shall be construed accordingly). In relation to Delivery of any Equipment:

- the Customer shall be responsible for checking that all details specified in the Order are correct;
- if the Customer fails to take Delivery of any Equipment within 10 Business Days of TTL notifying the Customer that the Equipment is capable of being delivered, the Equipment shall be deemed to have been Delivered in accordance with the Contract and the Equipment shall be at the risk of the Customer and thereafter clause shall apply to the Equipment;
- if any Equipment is to be Delivered in instalments, any delay in the Delivery of one instalment shall not entitle the Customer to reject the other instalments or to terminate the Contract; and
- the risk in any Equipment shall pass to the Customer on Delivery (or deemed Delivery in accordance with clause 4.2(b)) and the Customer shall be responsible for insuring the Equipment from that time.

4.3 If the Customer is in breach of the Contract the Customer shall return the Equipment at the Customer's cost to TTL immediately on request and permit TTL or its agents to enter any premises of the Customer or of any third party where the Equipment is located in order to recover it.

4.4 Subject to clause 2.2, supply of the Maintenance Services shall commence on the Commencement Date and shall continue for the Minimum Term and thereafter the Maintenance Services Contract shall automatically extend for three years (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the Maintenance Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

4.5 If for any reason clause 4.4 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 4.5 shall apply. Subject to clause 2.2, supply of the Maintenance Services shall commence on the Commencement Date and shall continue for the Minimum Term and thereafter the Maintenance Services Contract shall automatically extend for 12 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the Maintenance Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

4.6 The Maintenance Services shall only be supplied by TTL in relation to the Equipment and to any other equipment agreed by TTL in writing from time to time. Unless agreed otherwise in writing by TTL, TTL shall supply the Maintenance Services in accordance with the Maintenance Service Levels (a copy of which is available at www.talk-telecom.co.uk/termsandconditions/) as amended from time to time.

4.7 The Maintenance Services shall not include or be deemed to include repair or maintenance to:

- equipment that is faulty or has failed due (in whole or in part) to or caused by:
 - fair wear and tear;
 - the Customer's (including its agents or workers) acts, operating errors, omissions or default;
 - failure in air-conditioning or fluctuations in electrical power;
 - any failure of equipment or software attached to or integrated to the Equipment where such equipment or software was not supplied by TTL;
 - vandalism, fire, theft, water or lightning;
 - any defect or error in software loaded on to the Equipment;
 - any defect or fault in connection with services supplied to TTL by any Carrier;
 - failure by the Customer (including its agents or workers) to adequately maintain any Equipment or operate it in accordance with the manufacturer's specifications, guidelines or recommendations; or
 - any attempt by the Customer or any third party other than TTL or its duly authorised agents to repair, reconfigure, re-program or otherwise alter the Equipment or any equipment or cabling attached to it.
- ancillary items, including but not limited to, answer-phones, analogue and digital phones or devices, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, any cabling and/or consumables unless otherwise agreed in writing;
- the maintenance or repair of any extension wiring, any Equipment not at the Site, or of anything other than the Equipment; or
- the reprogramming of the Equipment to provide improved or modified services or facilities.

4.8 In the event that TTL carries out Maintenance Services to any Equipment which has, in its reasonable opinion failed or become faulty due (wholly or partially) to any of the circumstances described in clause 4.7, TTL shall be entitled to charge additional fees for such services calculated in accordance with clause 9.5.

4.9 In carrying out the Maintenance Services TTL shall not (subject to clause 14) be liable for the loss of any data or information stored on the Equipment or any other equipment that may be affected by the carrying out of the Maintenance Services and the Customer shall ensure that appropriate backups of all data and information are maintained.

4.10 In rectifying any fault to Equipment it may be necessary for TTL to reset the Equipment's software. In such cases, TTL shall not be responsible for resetting or reloading equipment programming and user profiles.

4.11 The Maintenance Services are limited to the provision and repair of the Equipment by TTL on a like for like basis, which may include replacement parts for supplying and reconditioned Equipment. Any Equipment that is removed or replaced and any parts that are removed or installed in Equipment in the carrying out of the Maintenance Services shall become or shall remain (as the case may be) the property of TTL.

4.12 Subject to clause 14, TTL shall not be liable for any delay in the performance of the Maintenance Services where such delay is attributable to no or poor or delayed availability of spare parts for any item of Equipment.

4.13 If the Customer terminates a Contract (in whole or in part) for Maintenance Services before the end of any applicable Minimum Term or Extended Term, the Customer shall pay to TTL all charges that would have accrued during the period from the expiry of the Customer's notice to terminate (or where no notice is given the date of indication by the Customer of an intention to no longer be bound by the Contract (in whole or in part)) to the end of the Minimum Term or Extended Term (as the case may be).

5. TERMS APPLICABLE TO FIXED NETWORK SERVICES

5.1 Subject to clause 2.2 and clause 5.5, the supply of the Fixed Network Services shall commence on the Commencement Date and shall continue for the Minimum Term.

5.2 If the Commencement Date for the provision of Fixed Network Services has not occurred prior to the first anniversary of the Contract Date for the Fixed Network Services then the Contract in respect thereof shall be deemed to have terminated unless otherwise agreed between TTL and the Customer. The rights of the parties that have accrued prior to such termination shall not be affected by such termination.

5.3 Subject to clause 5.5, the Fixed Network Services Contract shall automatically extend at the end of the Minimum Term and shall continue to be in force until terminated by you by giving us 30 clear days written notice of such, to be sent by Royal Mail Special Delivery to our registered office from time to time. A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term to terminate the Fixed Network Services Contract at the end of the Minimum Term.

5.4 In the event that clause 5.3 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 5.4 shall apply. Subject to clause 5.5, the Fixed Network Services Contract shall automatically extend for 12 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term to terminate the Fixed Network Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

5.5 Where the Customer is a Small Business Customer, the Customer may terminate the Fixed Network Services Contract by giving not less than 90 days notice in writing to TTL, such notice to expire no earlier than the end of the Minimum Term.

5.6 The provision of any Fixed Network Services by TTL under a Fixed Network Services Contract is conditional on:

(a) TTL carrying out such surveys as it deems necessary to satisfy itself that it is possible for it to supply the Fixed Network Services;

(b) the installation of the lines over which the Fixed Network Services are to be provided and such lines being fully operational; and

(c) the Customer providing to TTL to its satisfaction accurate information and data to enable TTL to calculate the Charges and to carry out a site survey.

5.7 TTL warrants to the Customer that Fixed Network Services will be provided using reasonable care and skill. The Customer agrees that TTL cannot guarantee that the Fixed Network Services will work without interruption and will be fault or error free. Any interruption, fault or error with the Fixed Network Services must be notified to TTL in accordance with clause 5.8.

5.8 The Customer shall notify TTL of any interruption, fault or error with the Fixed Network Services in accordance with TTL's Fault Handling Policy (available at www.talk-telecom.co.uk/termsandconditions/) as amended from time to time. TTL shall use reasonable endeavours to correct or cure any interruption, fault or error with the Fixed Network Services in accordance with TTL's Fault Handling Policy, save that time shall not be of the essence.

5.9 Notwithstanding any other provision of these Conditions, TTL shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of Carriers that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanently) the Fixed Network Services.

5.10 All and any telephone numbers allocated to the Customer in connection with the Fixed Network Services may be withdrawn by OFCOM and accordingly TTL does not warrant or represent that such telephone numbers can be provided to the Customer. The Customer acknowledges and agrees that any telephone numbers allocated to it are allocated on the basis of a licence and the Customer agrees not to sell or transfer any telephone number provided to it (except where the Customer has a right to port that telephone number).

5.11 In relation to the use of the Fixed Network Services the Customer agrees:

(a) to ensure that the Fixed Network Services are not used to make offensive, indecent, menacing, nuisance or hoax calls;

(b) not to use the Fixed Network Services in anyway that may, in TTL's reasonable opinion, damage its reputation;

(c) not to contravene any laws, regulations or codes of conduct that may, from time to time, be applicable to the use or supply of the Fixed Network Services;

(d) to implement and maintain appropriate security and control over its networks, equipment and business to prevent fraud and to prevent calls being generated by third parties;

(e) to maintain adequately all equipment utilised in connection with the Fixed Network Services and ensure its compatibility in terms of technical specification;

(f) not to use nor permit the Fixed Network Services to be used in any way that would constitute or contribute to the commission of any crime, tort, fraud or other unlawful activity;

(g) not to allow any unauthorised use of the Fixed Network Services and to take all reasonable security measures to prevent such use;

(h) not to sell or resell the Fixed Network Services in whole or in part;

(i) not to misuse the Fixed Network Services in any way, including without limitation causing the volume of calls made to the telephone numbers allocated to the Customer to significantly exceed that which can be answered by the Customer where this would cause congestion to a network;

(j) that TTL may publish details of the Customer's name, address and telephone number(s) in the Directory Enquiries Service, unless the Customer expressly consents to TTL in writing that it would like a special entry to be made, for which TTL may make an additional charge;

(k) that to the extent the Fixed Network Services contain VOIP services, clause 6.12 shall also apply save that references in that clause to Data Services shall be deemed to be references to Fixed Network Services; and

(l) in order to protect the Customer against unauthorised transfer of Fixed Network Services, in the event that the Customer fails to contact TTL not less than 48 hours prior to any transfer date in accordance with TTL's Customer Transfer Preference Policy, TTL may cancel any order made with a third party supplier.

5.12 Any equipment installed or supplied by TTL to the Customer in connection with the Fixed Network Services (including but not limited to handsets) shall, except for equipment purchased by the Customer under clause 4, at all times remain the property of TTL. Clause 4.2(d) shall apply to such equipment as if it were deemed to be Equipment. The Customer shall return such equipment to TTL immediately on request and shall be liable for costs, losses, damages and expenses incurred by TTL for the repair, recovery and replacement of such equipment.

5.13 Upon termination of the Fixed Network Services Contract (for whatever reason), the Customer shall return any handsets installed or supplied by TTL to the Customer in connection with the Fixed Network Services at the Customer's cost. If such handsets are not returned within seven days following the termination of the Fixed Network Services Contract, TTL reserves the right to charge the Customer a fee in respect of each handset, as specified in the Tariff.

5.14 TTL shall be entitled to make additional charges in the event that the Customer supplies inaccurate or misleading information to TTL or if the results of any survey reveal additional construction work is required in order for TTL to supply the relevant Fixed Network Services.

5.15 Where the transfer of lines and services of another supplier occurs, then the provision of any and all relevant existing services supplied to the Customer by such supplier will automatically transfer to TTL and will be charged for by TTL in accordance with the Tariff.

5.16 The Customer acknowledges and accepts that it is liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer of lines and services or otherwise, unless it is clearly stated on the Order Form that TTL will pay for such charges in which case TTL will pay for such charges but limited to those specifically as set out on the Order Form.

5.17 The Customer accepts and acknowledges that TTL will prior to the Handover Date have spent a significant amount of time and incurred expense in preparation for the provision of the Fixed Network Services to the Customer. In the event that the Customer terminates the Contract for Fixed Network Services prior to the Handover Date it shall pay to TTL £500 plus vat. This clause 5.17 shall not apply where the Customer is a Small Business Customer. Where the Customer is a Small Business Customer, the Customer may terminate a Contract for Fixed Network Services at any time prior to commencement of the supply of such Services.

5.18 The following provisions of this clause 5.18 shall apply in the event that after the Handover Date the Customer terminates the Contract for Fixed Network Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case may be

(a) In this clause 5.18 **Remainder of the Term** means (where the Customer terminates or is deemed to have terminated the Contract in breach of contract) the period that the Contract would have had left to run if the Customer had instead terminated it at the earliest following opportunity without being in breach of contract.

(b) Save where the Customer has contracted for the supply of line rental only, a Customer agrees that if it shall not on lines contracted to be billed by TTL use those lines for calls charged for by another supplier. If in breach of this clause the Customer does use lines supplied by TTL for the carriage of calls charged for by another supplier the Customer shall be deemed to be in breach of the Contract for the supply of Fixed Network Services and at TTL's option the Customer shall be deemed to have terminated the Contract for Fixed Network Services in breach of contract and the provisions of this clause 5.18 shall apply.

(c) If in breach of contract the Customer terminates a Contract for Fixed Network Services before the end of the Minimum Term or where applicable the end of an Extended Term (as the case may be), the Customer shall be liable to pay to TTL an amount calculated in the following manner:-

(i) (by reference to line rental) the sum that it would have paid to TTL for the rental of the lines for the Remainder of the Term calculated at the rate then applying at the time of termination; plus

(ii) (by reference to call charges) either the sum of £500 or if greater the average of the monthly charges for calls incurred by the Customer for the three whole months prior to the termination of the Contract multiplied by the period of the Remainder of the Term (expressed in months)

5.19 The Customer agrees not to use in connection with the Fixed Network Service provided by TTL any telephone number that the Customer does not have the legitimate right to use. In this regard the Customer shall not "present out" any telephone number that it does not have the right to use; such as a telephone number of a competitor.

5.20 Where TTL grants to the Customer a Hosted Sub Licence it shall terminate at the point when TTL ceases to provide to the Customer the Fixed Network Services in respect of which the Hosted Sub Licence was granted and the Hosted Sub Licence in the Hosted Sub Licence shall revert to and be owned in their entirety by TTL.

6. TERMS APPLICABLE TO DATA SERVICES

6.1 Subject to clause 6.6, the supply of the Data Services shall commence on the Commencement Date and shall continue for the Minimum Term.

6.2 Subject to the remaining provisions of this clause if the Commencement Date for the provision of Data Services has not occurred prior to the first anniversary of the Contract Date for the Data Services then the Contract in respect thereof shall be deemed to have terminated. TTL may by giving written notice to the Customer extend the period referred to in this clause by six months if the reason why the Commencement Date has not occurred is outside of the control of TTL. Further, the period may be extended in by such period as TTL and the Customer agree. The rights of the parties that have accrued prior to such termination shall not be affected by such termination.

6.3 Subject to clause 6.5 the Data Services Contract shall automatically extend at the end of the Minimum Term and shall continue to be in force until terminated by you by giving us 30 clear days written notice of such, to be sent by Royal Mail Special Delivery to our registered office from time to time. A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term to terminate the Data Services Contract at the end of the Minimum Term.

6.4 If for any reason clause 6.3 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 6.4 shall apply. Subject to clause 6.5 the Data Services Contract shall automatically extend for 12 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either

party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the Data Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

6.5 Where the Customer is a Small Business Customer, the Customer may terminate the Data Services Contract by giving not less than 90 days notice in writing to TTL, such notice to expire no earlier than the end of the Minimum Term.

6.6 The provision of any Data Services by TTL under a Data Services Contract is conditional on:

(a) TTL carrying out such surveys as it considers necessary to satisfy itself that that it is feasible for it to supply the Data Services and TTL being satisfied with the results of such surveys;

(b) TTL not being prevented by circumstances and factors outside of its control from being able to supply the Data Services. Examples of such circumstance and factors include (without limit) the infrastructure not being able to support the Data Services, the Customer not obtaining the necessary permission from third parties such as a landlord to install the necessary infrastructure, or a public body such as a local authority or highways authority withholding consent to the installation of the infrastructure where such consent is required;

(c) the installation of the lines over which the Data Services are to be provided and such lines being fully operational; and

(d) the Customer providing to TTL to its satisfaction accurate information and data to enable TTL to calculate the Charges and to carry out or commission a site survey.

6.7 TTL warrants to the Customer that Data Services will be provided using reasonable care and skill. The Customer agrees that TTL cannot guarantee that the Data Services will work without interruption and will be fault or error free. Any interruption, fault or error with the Data Services must be notified to TTL in accordance with clause 6.8.

6.8 The Customer shall notify TTL of any interruption, fault or error with the Data Services in accordance with TTL's Fault Handling Policy (available at www.talk-telecom.co.uk/termsandconditions/) as amended from time to time. TTL shall use reasonable endeavours to correct or cure any interruption, fault or error with the Data Services in accordance with TTL's Fault Handling Policy, save that time shall not be of the essence.

6.9 Notwithstanding any other provision of these Conditions, TTL shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of suppliers that may (wholly or partially) cause, impact or result in any interruption, fault or error with, or withdrawal of (temporarily or permanently), the Data Services.

6.10 In relation to the use of the Data Services the Customer agrees and where appropriate accepts:

(a) to comply with the obligations in clauses 5.11(a) to 5.11(i) (inclusive) as if references in those clause to Fixed Network Services were references to Data Services;

(b) not to misuse the Data Services in any way, including sending or receiving data in such a manner or volume so as to exceed agreed usage limits or so as to adversely affect the network, TTL or its other customers;

(c) that the speed of any Data Services or connection depends on a number of factors beyond TTL's control (including external factors and physical factors) (such as local availability, the distance from the exchange and peak traffic volume) and that TTL does not warrant or represent that the Customer's connection(s) will produce the maximum advertised speed;

(d) that except where stated otherwise in the Order Form, the Data Services do not include the supply by TTL of lines, modems and other equipment that might be required by the Customer to utilise the Services nor advice on these unless TTL is specifically engaged to do so under a separate contract which shall be in addition to the provision of Data Services under the Data Services Contract;

(e) to comply with TTL's Fair Use Policy (available at www.talk-telecom.co.uk/termsandconditions/) as amended from time to time;

(f) provide suitable space and environment at the Site for the equipment used in the provision of the Data Services (such as sufficient cooled space on a rack) and to do so in a timely manner. Compliance by the Customer with this clause shall be entirely at the Customers cost.

(g) In respect of any router supplied by or on behalf of TTL for a managed internet Ethernet circuit unless otherwise specifically agreed with TTL:-

(i) the router will be provided in a routed IP configuration and its sole purpose is to create an interface for the Customer to plug equipment into and it is not to be used for any other purpose;

(ii) the router is the demarcation point at which the responsibility for the provision of Data Services by TTL ends;

(iii) access to the command interface of the router (which would be required to configure the router) will not be provided to the Customer, nor will other functions that the router may be capable be enabled such as wireless connectivity and firewall functionality;

(iv) TTL is not responsible for configuration of the router other than to an IP configuration; and

(v) TTL shall not be responsible for installing firewalls or plugging in the router and if the Customer requires firewalls the Customer shall be responsible for processing their installation.

(h) In respect of a router supplied by or on behalf of TTL for an internet broadband service it will be provided in a NAT (Network Address Translation) configuration with DHCP Scope enabled unless otherwise agreed.

6.11 TTL is under a duty to all of its customers to preserve network integrity and capacity and avoid degradation. The Customer agrees that:

(a) if in TTL's reasonable opinion the Customer's use of Data Services is adversely affecting, or may adversely affect, integrity and capacity of networks, TTL may take such steps as it deems appropriate to manage the Customer's Data Services;

(b) TTL and/or the Carrier may take such steps as it deems necessary to stop emails that appear to be bulk emails or which appear to be of an unsolicited nature from entering networks on this may including blocking access to or delivery of any such emails; and

(c) TTL and/or the Carrier may operate virus screen technology which may result in the deletion or alteration of emails or their attachments.

6.12 Where the Data Services involve the supply of VOIP services, then it is agreed that the following shall apply and the Customer accepts that:

(a) the Customer's ability to make emergency calls and their priority treatment can not be guaranteed and that any suspension or interruption of the VOIP service may result in the Customer being unable to make emergency calls;

(b) the Customer acknowledges that the VOIP service may sometimes be limited, unavailable or interrupted due to events beyond TTL's control, such as those specified in clause 17.1 (force majeure); and

6.13 Other than Equipment purchased by the Customer, any equipment installed or supplied by TTL to the Customer in connection with the Data Services (including but not limited to routers) shall at all times remain the property of TTL. The provisions of clauses 4.3 (a) to (d) shall apply to all such equipment. The Customer shall return such equipment to TTL immediately on request or cessation of the provision of Data Services and the Customer shall be liable for all costs, losses, damages and expenses incurred by TTL for the repair, recovery and replacement of such equipment.

6.14 Upon termination of the Data Services Contract (for whatever reason), the Customer shall return any routers installed or supplied by TTL to the Customer in connection with the Data Services at the Customer's cost. If such routers are not returned within seven days following the termination of the Data Services Contract, TTL reserves the right to charge the Customer a fee in respect of each router, as specified in the Tariff.

6.15 Where the Customer wishes to transfer the provision of any lines or services from another supplier to TTL, the Customer shall:

(a) provide to TTL such accurate information as is required by TTL to enable the migration from the current supplier; and

(b) be responsible for all costs, charges and penalties that may arise as a result of or in connection with such transfer.

6.16 The Customer acknowledges and accepts that it is liable for all cancellation or termination payments and charges (including without limitation any early termination charges) levied by a previous supplier for the transfer of the provision of services and lines to TTL unless it is stated on the Order Form that TTL will be responsible for the payment of such Charges.

6.17 The Customer accepts and acknowledges that TTL will prior to the Connection Date have spent a significant amount of time and incurred expense in preparation for the provision of the Data Services to the Customer. In the event that the Customer terminates the Contract prior to the Connection Date it shall pay to TTL: (a) £500 plus vat in respect of the time spent by TTL in preparation for the provision of the Data Services to the Customer; and (b) an amount equal to the direct expenses (plus vat) incurred by TTL to its supplier(s) in the preparation of Data Services to the Customer limited to £2,000. This clause 6.17 shall not apply where the Customer is a Small Business Customer.

6.18 Where the Customer is a Small Business Customer, the Customer may terminate a Contract for Data Services at any time prior to commencement of the supply of such Data Services.

6.19 The following provisions of this clause 6.19 shall apply in the event that after the Connection Date the Customer terminates the Contract for Data Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case may be

(a) In this clause 6.19 **Remainder of the Term** means (where the Customer terminates or is deemed to have terminated the Contract in breach of contract) the period that the Contract would have had left to run if the Customer had instead terminated it at the earliest following opportunity without being in breach of contract. Where the Customer terminates the Contract for Data Services in breach of contract after the Connection Date but before the Handover Date then the Remainder of the Term shall be deemed to have commenced on the Connection Date.

(b) The Customer acknowledges and accepts that to enable TTL to provide the Data Services to the Customer, TTL will enter into a contract for a fixed term with its supplier at the Connection Date. As is common with such contracts TTL may remain liable to its supplier whether or not the Contract for Data Services with the Customer terminates prior to the end of the Minimum Term or the Extended Term as the case may be.

(c) In the event that the Customer is in breach of contract by terminating the Contract for Data Services otherwise than in accordance with clause 6.3 or 6.4 if applicable (and/or 6.5 where the Customer is a Small Business Customer) before the end of the Minimum Term or where applicable the end of an Extended Term (as the case may be) the Customer shall pay to TTL (subject to the provisions of clause (d)) as liquidated damages an amount equal to the sum that the Customer would have been liable to pay to TTL for the Remainder of the Term for the Data Services (calculated at the rate which applied at the time of termination) less any reduction that may apply pursuant to the provisions of clause 6.19(d) below. Where such termination occurs after the Connection Date but before the Commencement Date then the rate shall be the rate that would have applied at the Commencement Date had the Contract not been terminated.

(d) If the provisions of clause 6.19(c) apply and in the event that a supplier used by TTL to provide the Data Services to the Customer reduces the amount that it charges to TTL from that which it is contractually entitled to charge in respect of the Remainder of the Term TTL shall advise the Customer of the amount of the reduction and that reduction shall be deducted from the amount payable under clause 6.19(c).

7. **TERMS APPLICABLE TO IT SUPPORT SERVICES**
- 7.1 For the purpose of the IT Support Services, the following terms shall have the following meanings:
- Service Level Agreement:** the service levels for the provision of IT Support Services as set out at www.talk-telecom.co.uk/termsandconditions/ as varied from time to time
- System:** the hardware, operating systems and software listed in the Order Form.
- Support Hours:** the hours listed on the Order Form.
- Out of Hours:** such hours and times that not within the Support Hours.
- Support Request:** includes the following: a request submitted by the Customer via telephone or email for support by TTL under the IT Support Services; and automated messages for support generated by the System and sent directly to TTL for attention.
- 7.2 Subject to clause 2.2, the supply of the IT Support Services shall commence on the Commencement Date and continue for the Minimum Term.
- 7.3 The IT Support Services Contract shall automatically extend for three years (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the IT Support Services Contract at the end of the Initial Period or the relevant Extended Term, as the case may be.
- 7.4 If for any reason clause 7.3 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 7.4 shall apply. The IT Support Services Contract shall automatically extend for 12 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the IT Support Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.
- 7.5 The provision of any IT Support Services by TTL under an IT Support Services Contract is conditional on:
- (a) TTL carrying out such surveys as it deems necessary to satisfy itself that it is possible for it to supply the IT Support Services; and
- (b) the Customer providing to TTL its satisfaction accurate information and data to enable TTL to provide IT Support Services.
- 7.6 Subject to the Customer's payment of the Charges, TTL will provide the IT Support Services to the Customer:
- (a) during Support Hours, unless support during Out of Hours is requested by the Customer and this is agreed to be provided by TTL;
- (b) meeting or exceeding the service levels referred to in the Service Level Agreement;
- (c) remotely, unless otherwise agreed between TTL and the Customer.
- 7.7 In relation to the use of the IT Support Services the Customer agrees:
- (a) that the IT Support Services shall be provided by TTL remotely, unless otherwise agreed;
- (b) to permit TTL remote access to its System and inform TTL of any changes to passwords or other security devices to enable TTL to access the System;
- (c) to keep back-up copies of its operating systems and software;
- (d) to keep back-up copies of its data in line with recommendations made by the relevant software providers or TTL from time to time;
- (e) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist TTL in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults;
- (f) to promptly check that files have been restored from back-up when restoration from back-up has been tested.
- 7.8 TTL shall prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported and use its reasonable endeavours to respond to all Support Requests with a break fix in accordance with the response times set out in the Service Level Agreement.
- 7.9 TTL will seek to acknowledge all Support Requests within one working office hour of being logged.
- 7.10 The Customer acknowledges and agrees that:
- (a) in the event that a fault in the System is caused by an error or defect in the operating system or software, the sole responsibility of TTL will be to notify the Customer of the issue and to devise (where possible) a workaround for the Customer;
- (b) the sole responsibility of TTL in respect of any hardware issues shall be to diagnose faults in the hardware. The correction of any faults in the hardware shall be undertaken in accordance with the manufacturer's warranty;
- (c) TTL will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt back-ups of data or back-up procedures.
- 7.11 In the event that the Customer requests and TTL provides IT Support Services in excess of the Customer's allocated allowance, TTL shall be entitled to charge additional fees for such services in accordance with clause 10.10.
- 7.12 TTL shall, at the request and cost of the Customer, provide the Customer with a report summarising the Support Requests received, the time of receipt, the time of response and the time the Support Request is cleared. Any such request must be made in writing to TTL and the Customer acknowledges and agrees that reports can only be provided by TTL in respect of the month or months following the receipt of the request.
- 7.13 TTL warrants to the Customer that the IT Support Services will be rendered by personnel with appropriate skills and experience to provide the IT Support Services. The Customer agrees that TTL cannot guarantee that the provision of the IT Support Services will cause the System to work without interruption or error. The warranties provided by TTL in clause 3.4 and this clause 7.13 shall be in lieu of and shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the IT Support Services.
- 7.14 The Customer warrants to TTL that it owns or has the benefit of a valid and subsisting licence to use every element of the System and it has full authority to permit TTL to perform the IT Support Services hereunder.
- 7.15 The Customer will fully indemnify and hold harmless TTL against all costs, expenses, liabilities, losses, damages and judgments that TTL may incur or be subject to as a result of a breach of clause 7.14.
8. **TERMS APPLICABLE TO MOBILE SERVICES**
- 8.1 For the purpose of the Mobile Services, the following terms shall have the following meanings: **Airtime Provider:** the relevant mobile network operator or wireless communications service provider. **Connection:** connection to any Airtime Provider's network.
- Hardware Fund:** the fund allocated to the Customer to allow it to purchase equipment in connection with the Mobile Services.
- Retail Mobile Services:** the mobile services to be provided by TTL to the Customer, where the Customer is directly contracted with an Airtime Provider.
- Support Hours:** 9 am to 5.30 pm (GMT).
- Wholesale Mobile Services:** the mobile services to be provided by TTL to the Customer, where the Customer is directly contracted with TTL and not an Airtime Provider.
- 8.2 Subject to clause 2.2, the supply of the Mobile Services shall commence:
- (a) in the case of Wholesale Mobile Services on the Commencement Date and continue for the Minimum Term;
- (b) in the case of Retail Mobile Services on the date the contract between the Customer and the Airtime Provider is signed by the Customer and continue until it expires, is terminated by the Airtime Provider, or the Customer is otherwise released from the contract by the Airtime Provider.
- 8.3 In the case of Wholesale Mobile Services, the Mobile Services Contract shall automatically extend for three years (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the Mobile Services Contract at the end of the Initial Period or the relevant Extended Term, as the case may be.
- 8.4 If for any reason clause 8.3 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 8.4 shall apply. The Mobile Services Contract shall automatically extend for 12 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the Mobile Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.
- 8.5 The provision of any Mobile Services by TTL under a Mobile Services Contract is conditional on:
- (a) the Customer providing to TTL to its satisfaction accurate information and data to enable TTL to provide Mobile Services;
- (b) Network coverage;
- (c) Availability of equipment.
- 8.6 Subject to the Customer's payment of the Charges, TTL will provide support for the Mobile Services to the Customer as follows:
- (a) in the case of Wholesale Mobile Services, remote support during Support Hours, unless otherwise agreed between TTL and the Customer with on-site support being chargeable;
- (b) in the case of Retail Mobile Services, limited support during Support Hours in accordance with the Airtime Provider's terms.
- 8.7 TTL shall operate and maintain a telephone helpdesk to receive and process any requests for support in respect of the Mobile Services.
- 8.8 In relation to the use of the Mobile Services the Customer agrees:
- (a) that any support for the Mobile Services shall be provided by TTL remotely, unless otherwise agreed;
- (b) to keep their data backed-up and ensure that software updates are maintained;
- (c) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist TTL in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults.
- 8.9 The Customer acknowledges and agrees that:
- (a) TTL bears no responsibility for and will not be liable for any loss suffered by the Customer as a result of any fault that is caused by an error or defect in the network or software;
- (b) the sole responsibility of TTL in respect of any issues with hardware supplied under or in connection with the Mobile Services shall be to diagnose faults in the hardware. The correction of any faults in the hardware shall be undertaken in accordance with the manufacturer's warranty.
- (c) TTL will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt back-ups of data or back-up procedures, network outages, or errors, failures or defects in the operating system;
- (d) in recognition of the fact that TTL may be entitled to receive payments from the Airtime Provider as a result of the Customer taking up the Mobile Services, the Customer will remain liable to TTL and shall not avoid liability to TTL if the Airtime Provider releases the Customer from its contract for any reason, Including (without limitation) the Customer is released due to an error on the part of the Airtime Provider where the Customer has signed for 2 years.
- 8.10 TTL warrants to the Customer that the Mobile Services will be rendered by personnel with appropriate skills and experience to provide the Mobile Services. The Customer agrees that TTL cannot guarantee that the Mobile Services will work without interruption or error. Any interruption, fault or error must be notified to TTL using the telephone helpdesk referred to in clause 8.7. The warranties provided by TTL in clause 3.4 and this clause 8.10 shall be in lieu of and shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the Mobile Services.
- 8.11 The Customer warrants to TTL that, where TTL provides the Mobile Services and the Customer uses equipment it owns or has the benefit of using, the Customer either owns such equipment or has a valid right to use it, and the Customer further warrants that it is the Customer's responsibility to ensure any such equipment works and is suitable as is for the Customer to receive and/or use the Mobile Services. By way of example and without limitation, the Customer must check and ensure that any SIM it proposes to use is unlocked and this shall not be the responsibility of TTL.
- 8.12 Notwithstanding any other provision of these Conditions, TTL shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of the Airtime Provider that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanent-ly) the Mobile Services.
- 8.13 The Customer will fully indemnify and hold harmless TTL against all costs, expenses, liabilities, losses, damages and judgments that TTL may incur or be subject to as a result of a breach of clause 8.11.
- 8.14 Any equipment supplied or installed by TTL to the Customer in connection with the Mobile Services (including but not limited to SIMs and handsets) shall, except for equipment purchased by the Customer under clause 4 which shall not include handsets obtained by the Customer as a result of being subsidised by TTL, at all times remain the property of TTL. Clause 4.2(d) shall apply to such equipment as if it were deemed to be Equipment. The Customer shall return such equipment to TTL immediately on request and shall be liable for costs, losses, damages and expenses incurred by TTL for the repair, recovery and replacement of such equipment.
- 8.15 Upon termination of the Mobile Services Contract (for whatever reason), the Customer shall return any handsets and SIMs installed or supplied by TTL to the Customer in connection with the Fixed Network Services at the Customer's cost. If such handsets and SIMs are not returned within seven (7) days following the termination of the Mobile Services Contract, TTL reserves the right to charge the Customer a fee in respect of each handset, such fee being the full market value of the handset(s) at the time of being supplied to the Customer.
- 8.16 In relation to any equipment that is supplied or installed by TTL to the Customer in connection with the Mobile Services hereunder, except for equipment purchased by the Customer under clause 4, the following shall apply:
- (a) The Customer shall notify TTL in writing within three (3) Business Days of receipt if the any of the equipment is damaged, or if the order has been incorrectly fulfilled;
- (b) TTL is not obliged to offer the Customer a refund, exchange or credit to the Hardware Fund in the event that equipment is ordered by the Customer in error;
- (c) TTL is not obliged to agree to any upgrades to the equipment it supplies to the Customer at any time, including during or after the Minimum Term (if applicable) but if it does, TTL shall be entitled to extend the Minimum Term;
- (d) The supply of equipment by TTL to the Customer shall be subject to availability.
- 8.17 Any Hardware Fund and any equipment supplied that has been charged to a Hardware Fund, are supplied by TTL in return that the Customer completes the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable.
- 8.18 Where the Mobile Services Contract is completed, then full title of any handsets supplied by TTL shall transfer to the Customer, along with the right for the Customer to claim any outstanding amounts held by TTL in the Hardware Fund.
- 8.19 At the end of the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable, should the Customer's Hardware Fund be in a negative position then the Customer acknowledges and agrees to TTL invoicing the balance of the negative amount, and to pay that amount in line with TTL standard payment terms.
- 8.20 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period, the Customer shall pay to TTL a lump sum termination payment calculated as the total amount of the Hardware Fund initially provided to the Customer at the point of connection or renewal, as applicable, minus any unspent amount currently held by TTL.
- 8.21 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period and the Hardware Fund has been fully utilised by the Customer, the Customer shall pay to TTL a lump sum equal to the Hardware Fund provided for the Connection(s) in question, based on the value of the Hardware Fund provided at the commencement of the current minimum period.
- 8.22 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period and equipment has been supplied either free of charge or at a reduced rate, the Customer shall pay to TTL a lump sum equal to the equipment provided for the Connection(s) in question, based on the market value of the equipment provided at the commencement of the current minimum period.
- 8.23 The sums stipulated in clauses 8.20, 8.21 and 8.22 will be charged in addition to any contractual early termination fees imposed by either TTL, or the applicable Airtime Provider in relation to the contract with said Airtime Provider.
9. **CUSTOMER'S GENERAL OBLIGATIONS AND TERMS APPLICABLE TO ALL SERVICES**
- 9.1 In relation to the Services, the Customer:
- (a) shall ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) shall co-operate with TTL in all matters relating to the relevant Services;
- (c) shall provide TTL, its employees, agents, consultants and subcontractors, with access to the Customer's premises, offices and other facilities as reasonably required by TTL;
- (d) shall provide TTL with such information and materials as TTL may reasonably require in order to supply the relevant Services and/or Equipment, and ensure that such information is accurate in all material respects;
- (e) shall prepare its premises for the supply of the relevant Services (where applicable);
- (f) shall obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start (where applicable);
- (g) agrees that TTL may from time to time monitor or record calls made to TTL or by TTL to improve customer service, for training or for marketing purposes;
- (h) agrees that TTL shall not be liable or responsible for any failure or delay in the Services due to or in connection with any third party infrastructure applicable to the supply of any Services;
- (i) agrees to co-operate with any criminal investigations or any investigation of any regulatory body that is applicable to the supply of any of the Services;
- (j) be responsible for ensuring the accuracy of all specifications, drawings, sketches, plans, descriptions and instructions provided to TTL in connection with the supply of any Services and/or Equipment; and
- (k) shall comply with all Service Specific Conditions.
- 9.2 The Customer is responsible and shall be liable to TTL for the use of the Services (including for any Charges incurred) by the actions of any of its employees and any other person who has been given access to use the Services by the Customer and any person who gains access to use the Services for fraudulent purposes including in each case where such use was not authorised by the Customer. The Customer is strongly advised to install robust and effective security provisions to prevent unauthorised and/or fraudulent use.
- 9.3 If TTL performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation or comply with any obligation or policy under the Conditions (**Customer Default**):
- (a) TTL shall without limiting its other rights or remedies have the right to suspend performance of any Service until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent that the Customer Default prevents or delays TTL performance of any of its obligations;
- (b) TTL shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from TTL failure or delay to perform any of its obligations as set out in this clause 9.3; and
- (c) the Customer shall reimburse TTL on written demand for any costs or losses sustained or incurred by TTL arising directly or indirectly from the Customer Default.
- 9.4 Without prejudice to clause 9.3 or any other remedy available to TTL, TTL shall be entitled to suspend the performance of any Service or terminate the Contract relating to the relevant Service without further liability to the Customer in the event that TTL:
- (a) is obliged to comply with any order, instruction or request of any competent governmental body;
- (b) terminates the provision of telecommunications services;
- (c) in its reasonable opinion, TTL or the Carrier believes the Service are being used fraudulently or unlawfully; or
- (d) in its reasonable opinion TTL or the Carrier needs to carry out improvements or repairs to any networks or equipment relating to the applicable Services.
- 9.5 TTL shall not be liable for any charges resulting from or in connection with fraudulent or unauthorised use of a Service and/or Equipment and the Customer shall be responsible for and pay all charges, costs, fees and expenses resulting from or in connection with any fraudulent or unauthorised use of any Service and/or Equipment.
10. **CHARGES AND PAYMENTS FOR SERVICES**
- 10.1 The Charges for the Services and/or the Equipment shall be charged to and payable by the Customer in accordance with this clause 10 and in the case of Data Services and Fixed Network Services in accordance with this clause 10 and clause 11.
- 10.2 The Charges for the Equipment and Installation Services shall be as specified in the Order Form and calculated in accordance with these Conditions. Except as otherwise specified in the Order Form, Charges for Equipment and Installation Services shall be payable on Delivery.
- 10.3 The Customer shall pay any deposit specified in the Order Form within seven days of submitting the Order Form to TTL.
- 10.4 The Charges for the Maintenance Services shall be as specified in the Order Form and calculated in accordance with these Conditions. Except as otherwise specified in the Order Form, Charges for Maintenance Services shall be payable annually in advance with the first payment due on the Commencement Date, and continuing to be payable thereafter on each anniversary of the Commencement Date.
- 10.5 Where clause 4.8 applies in relation to Maintenance Services, TTL shall be entitled to make such additional charges as are calculated in accordance with the Tariff.
- 10.6 TTL may charge the Customer a call out fee where such a call out occurs based on incorrect information being provided to TTL or where a call out occurs but the operative is unable to gain access to the premises within the times notified to the Customer for the call out.
- 10.7 The Charges for the Maintenance Services shall increase on each anniversary of the Commencement Date by 8%.
- 10.8 The Charges for the IT Support Services shall be as specified in the Order Form and calculated in accordance with these Conditions. Except as otherwise specified in the Order Form or these Conditions, Charges for IT Support Services shall be payable monthly in advance with the first payment due on the Commencement Date, and continuing to be payable each month thereafter on the anniversary of the Commencement Date.
- 10.9 Where IT Support Services are provided during Out of Hours or at the Customer's premises (or such location as is required by the Customer), the Charges shall be calculated by reference to the applicable hourly rates specified in the Order Form, or, if not stated in the Order Form, such hourly rates as specified in the Tariff. TTL may invoice the Customer in respect of such services rendered, immediately after their provision.

- 10.10 Where clause 7.11 applies in relation to the IT Support Services, TTL shall be entitled to make such additional charges as are calculated in accordance with or stipulated in the Tariff.
- 10.11 TTL shall not increase the monthly charge or its hourly rates in respect of the IT Support Services unless the Customer's network or user count has increased and at which point, any increase would need to be agreed by both parties prior to any increase being applied. The Customer's network and user count will be reviewed by TTL every six months from the Commencement Date.
- 10.12 The provisions of this clause apply to any proposed increase in the Charges other than those referred to in clause 10.14 below (which reflect an increase caused by regulatory changes in respect of which the provisions of clause 10.14 apply). TTL reserves the right to increase its Charges for any Service (including without limitation by revising any Tariff). TTL will give the Customer written notice of any such increase not less than 30 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify TTL in writing within 14 days of the date of TTL's notice that the Client wishes to terminate the Contract, failing which the Customer shall be deemed to have accepted the changes.
- 10.13 Subject to applicable regulations, TTL reserves the right to increase its Charges for any Service (including without limitation by revising any Tariff) as a result of any increase in charges made to TTL by third party providers to it by a sum equal to any such increase. In such circumstances the Customer shall not have the right to cancel the Contract.
- 10.14 Where TTL proposes to increase its Charges for any Service (including by revising without limitation any Tariff) as a consequence of a regulatory change and that the increase is no greater than the additional cost to TTL caused by the regulatory change, it will give the Customer written notice of any such increase not less than 30 days before the proposed date of the increase. In such circumstances the Customer shall not have the right to cancel the Contract.
- 10.15 Except where otherwise specified in these Conditions or the relevant Order for any Service, the Customer shall pay each invoice submitted by TTL:
- (a) within 14 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by TTL.
- 10.16 Time for payment of all Charges shall be of the essence of the Contract.
- 10.17 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). The Customer shall pay to TTL such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 10.18 Invoices shall be deemed to have been accepted if the Customer does not present a written objection, identifying clearly the disputed invoice and the reasons why it is challenged, to TTL within 30 days of the date of the invoice.
- 10.19 If the Customer fails to make any payment due to TTL under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 10.20 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). TTL may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by TTL to the Customer.
- 10.21 TTL may exercise a lien over any equipment or goods in TTL's possession belonging to the Customer, for all monies payable by the Customer to TTL.
- 10.22 Any delay in TTL raising an invoice for any Charges shall not prohibit TTL from raising an invoice for the applicable Charges at a later date and the Customer shall pay such Charges.
- 10.23 TTL reserves the right to make additional charges for paper billing, late payment, reconnection, non-direct debit payment methods and incorrect fault reporting by the Customer. Such charges are as published by TTL from time to time and are published at www.talk-telecom.co.uk/termsandconditions/
- 11. ADDITIONAL TERMS RELATING TO CHARGES FOR DATA SERVICES AND FIXED NETWORK SERVICES**
- 11.1 The Charges for the Fixed Network Services and the Data Services shall be as detailed in the Order Form (subject always to clause 10.7) and as otherwise determined in accordance with the Contract.
- 11.2 Charges for line rental are payable from the Handover Date monthly in advance by direct debit, or such other method as is specified in the Order.
- 11.3 The Customer shall pay for all Charges for calls whether made by the Customer or any third party. Subject to clause 11.4, TTL shall invoice the Customer monthly in arrears for all call Charges and the Customer shall pay such invoice within 14 days of the date of the relevant invoice by direct debit.
- 11.4 Notwithstanding clause 11.2 and clause 11.3, TTL reserves the right to invoice the customer for Charges at any time.
- 11.5 If TTL supplies the Customer with any temporary Data Services and/or Fixed Network Services, it may charge the Customer in advance for the whole period during which the temporary services are to be provided.
- 11.6 TTL shall have the right to charge a minimum fee for calls of not less than £4.50 per month in the event that the Customer's call charges exceed this sum in any month.
- 12. ADDITIONAL TERMS RELATING TO CHARGES FOR MOBILE SERVICES**
- 12.1 In respect of Wholesale Mobile Services the Customer acknowledges and agrees that, in calculating its Charges for line rental TTL has assumed that during the term of the Mobile Services Contract the retail prices index will remain the same as applicable at the commencement of the contract. The Customer agrees that, if there are any increases to the retail prices index which decreases TTL's after tax rate of return, TTL may at its discretion, increase the Charges for line rental to preserve its after tax return provided that TTL provides the Customer with not less than 30 days' written notice of the increase, such increase to be capped at 5% in any one year.
- 12.2 Charges in respect of calls are subject to fluctuation or change by TTL without notice to the Customer.
- 13. CANCELLATION CHARGE**
- (7) days of the date on which the damage or loss occurred.
- If the Customer cancels a Service, TTL may charge and the Customer shall pay a fee in respect of each such cancellation (Cancellation Fee).
- 14. LIMITATION OF LIABILITY**
- 14.1 This clause 14 sets out the entire financial liability of TTL (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of this Contract;
- (b) any use made by the Customer of the Service;
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.
- 14.2 Except as expressly and specifically provided in this Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
- 14.3 Nothing in this Contract excludes the liability of TTL:
- (a) for death or personal injury caused by TTL's negligence; or
- (b) for fraud or fraudulent misrepresentation; or
- (c) under the Consumer Protection Act 1987 (but to the extent only TTL is prohibited by law from seeking to restrict or exclude its liability); or
- (d) for breach of the obligations arising under Section twelve (12) of the Sale of Goods Act 1979 (as amended from time to time).
- 14.4 TTL will be responsible for physical damage to or loss of the property of the Customer which results from the negligence or wilful misconduct of TTL employees provided that TTL's total liability shall not exceed £2,000 in respect of any one event or series of connected events and provided also that TTL is notified of any alleged damage or loss within seven (7) days of the date on which the damage or loss occurred.
- 14.5 Except as set out in clause 8 TTL shall have no liability for damage to or loss of the property of the Customer however caused.
- 14.6 Subject to clauses 14.3, 14.4 and 14.5:
- (a) TTL shall not be liable for any loss of profits, loss of business, loss of use, loss of operating time, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and
- (b) TTL's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited an amount equal to the charges paid for the Service during the twelve (12) months preceding the date on which the claim arose or £2,000 (two thousand pounds) (whichever is the lesser).
- 15. TERMINATION**
- 15.1 Without limiting its other rights or remedies, TTL may terminate the Contract (in whole or in part) without further liability to the Customer by giving the Customer not less than 30 days written notice.
- 15.2 Without limiting its other rights or remedies, TTL may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of the Customer being notified in writing to do so;
- (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (e) the Customer (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Business Days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);
- (h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (j) any event occurs or a proceedings are taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(b) to clause 15.2(j) (inclusive);
- (k) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (l) the Customer's financial position deteriorates to such an extent that in TTL's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (m) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 15.3 Without limiting its other rights or remedies, TTL may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and fails to pay all outstanding amounts within 30 Business Days after being notified in writing to do so.
- 15.4 Without limiting its other rights or remedies, TTL may suspend provision of the Services under the Contract or any other contract between the Customer and TTL if the Customer becomes subject to any of the events listed in clause 15.2(b) to clause 15.2(m), or TTL reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 16. CONSEQUENCES OF TERMINATION**
- 16.1 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to TTL all of TTL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, TTL shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return any Equipment which has not been fully paid for. If the Customer fails to do so, then TTL may enter the Customer's premises and take possession of the Equipment. Until it has been returned, the Customer shall be solely responsible for the safe keeping of such Equipment and will not use it for any purpose not connected with the Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.
- 16.2 Where the Customer is a Small Business Customer, the Customer may terminate a Contract for Fixed Network Services or Data Services at any time prior to commencement of the supply of such Services.
- 17. FORCE MAJEURE**
- 17.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of TTL including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of TTL or otherwise), failure of a utility service (including without limitation street cabling, network or infrastructure failure or fault), failure of a transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, subcontractors or utility suppliers.
- 17.2 TTL shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 17.3 If the Force Majeure Event prevents TTL from providing any of the Services for more than 10 Business Days, TTL shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 18. GENERAL**
- 18.1 Assignment and other dealings:**
- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract (in whole or in part) and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of TTL, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 18.2 Notices:**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail. (Emails to TTL must be sent to customerservices@talk-telecom.co.uk).
- (b) A notice or other communication shall be deemed to have been received:
- (i) if delivered personally, when left at the address referred to in clause 18.2(a);
- (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- (iv) if sent by e-mail, one Business Day after transmission.
- (c) A notice or other communication sent by email to TTL must be sent to customerservices@talk-telecom.co.uk and if sent to a different email address shall not be deemed to have been received.
- (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 18.3 Severance:**
- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.4 Waiver:** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.5 No partnership or agency:** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 18.6 Third parties:** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 18.7 Variation:** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by TTL. TTL reserves the right to make changes to these Conditions from time to time.
- 18.8 Information about TTL:** TTL operates the website www.talk-telecom.co.uk. TTL is Talk Telecom Ltd, a company registered in England and Wales under company number 08317225 with its registered office at 1 Lancaster Court, Coronation Road, High Wycombe, Buckinghamshire, HP12 3TD. TTL's VAT number is 152 5346 23. Please refer to TTL's website at www.talk-telecom.co.uk for information about how to contact us.
- 18.9 Dispute resolution:** The Customer must notify any complaints or disputes to TTL in accordance with its Complaints and Dispute Resolution Procedure available at www.talk-telecom.co.uk/termsandconditions/. TTL shall use reasonable endeavours to resolve any complaint or dispute. Further information concerning the Customer's rights in relation to any dispute or complaint are specified in the Complaints and Dispute Resolution Procedure.
- 18.10 Governing law:** The Contract, 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.
- 18.11 Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

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|-----------------|---|
| Owner: | Talk Telecom Ltd |
| Address: | 1 Lancaster Court, Coronation Road, High Wycombe, Buckinghamshire, HP12 3TD |

| | | | |
|------------------------------|--|------------------------|--|
| Company Name: | | Reg. No. | |
| Installation Address: | | | |
| | | Postcode: | |
| Contact Name: | | Contact Number: | |
| Contact Email: | | Billing Email: | |

KEY FINANCIAL INFORMATION

| Qty | Equipment | Maint | Qty | Equipment | Maint |
|-----|-----------|-------|-----|-----------|-------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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RENTAL PAYMENTS AND PERIOD OF HIRE

| | | | | | | | |
|------------------------|------------|----------------------------|----------------------------|---|----------------|---|----------------|
| Minimum Period: | | # of Months | Initial Payment of: | £ | + VAT = | £ | inc VAT |
| | (in words) | | | | | | |
| Followed By: | | Monthly / Quarterly | Rental Payments of: | £ | + VAT = | £ | inc VAT |
| | (in words) | | | | | | |

The First Rental Payment is due on the date of delivery of the Equipment in accordance with clause 1 (b), followed by the Rental Payments shown above which are payable at the intervals stated above for at least the Minimum Period. Upon expiry of the Minimum Period you must pay Rental Payments of the same amount and frequency until this Agreement is terminated by notice in accordance with clause 1 overleaf. We may increase the amount of Rental Payments under clause 2 (c) if you fail to pay by Direct Debit or under clause 2(d) if there is an increase in the rate of corporation tax. If you terminate this Agreement early under clause 9 you must pay us all amounts set out in clause 10 by the date of termination.

KEY INFORMATION

This Agreement is not cancellable.

We will charge you under clause 2(f) for the costs and expenses we incur if you breach this Agreement and we have to enforce it or under clause 7(b) if you fail to return the Equipment when this Agreement ends and under clause 12(a) if any payment is not made on time you will be charged interest of 5% above the Finance House base rate per calendar month subject to a minimum of £40 + VAT on the overdue amount from the date that you should have paid until it is made.

We will charge you the cost of any insurance which may be required under Clause 5 (d) and, if we arrange insurance, a Fee as explained in Clause 5 (e). If we end your hiring under this Agreement early in accordance with clause 8, you will be liable to pay an amount calculated in accordance with clause 10. You will be charged an Administration Fee of £140 plus VAT which is payable with the First Rental and an Annual Service Fee of £40 plus VAT payable on each anniversary of the Agreement under clause 2(a).

MISSING PAYMENTS

Missing payments could have severe consequences and may make obtaining credit more difficult.

IMPORTANT—READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this Agreement and lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, the owner cannot enforce this Agreement against you without getting a court order. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department, or your nearest Citizens' Advice Bureau.

CHECKLIST FOR BUSINESS FINANCE CUSTOMERS

Customers who are introduced by office equipment suppliers are recommended to take the following steps:

1. Ensure with the supplier that the office equipment is new, or if not that you are content that used or refurbished equipment is suitable, and that the minimum period of hire is no longer than your expectation of the working life of the equipment.
2. Always ensure that the completed contract corresponds with any verbal or written quotation, and that the equipment description accurately reflects what you are agreeing to pay for including any maintenance or services included in the repayments.
3. Ensure that the supplier of any office equipment involved is reputable and an accredited supplier of the equipment involved.
4. Make it clear within your own organisation who can sign such agreements.
5. Read your business finance agreement carefully before signing it and ensure it is correct, particularly in respect of the rental amount and the period of hire. Never sign a business finance agreement which is not fully completed.

6. Make sure you understand and agree with all terms and conditions of the business finance agreement and, if you are unsure, seek advice.
7. Make sure you understand the costs involved and whether the business finance agreement allows for any automatic increases in charges.
8. Check the period of hire and any notice period required for its termination and the settlement terms to be applied on any early termination.
9. Check whether the business finance agreement includes the supply of services and whether this will continue after any minimum or initial period of hire. If you are entering into a separate contract for the provision of service you should check its terms carefully.
10. If any amendments are made to your contract or a further contract is required to replace an existing agreement, do not sign it until you have made the same checks as you did for the original agreement.
11. If a new business finance agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.