

TERMS AND CONDITIONS FOR THE PROVISION OF TELECOM SERVICES TO BUSINESS (“THE CONDITIONS”)

DEFINITIONS

“**Agreement**” means these conditions and the calls and line rental agreement overleaf and any annex pages attached and signed by the Customer. “**Authorised Person**” means a person authorised by the company to carry out a function under the Agreement. “**Company**” means International Business Networks Limited of Seven, The Power House, Higham Mead, Chesham, Buckinghamshire. HP5 2AH. “**Customer**” means the individual, partnership or other organisation identified in the service agreement form. “**Price List**” means the Company’s current price list for the Services as amended from time to time. “**Property**” means the site at which the Services are provided to the Customer. “**Services**” means the Company’s telecommunication services as listed and described in the form. “**Working Day**” means Monday to Friday 9am to 5pm not including public holidays.

1. THE SERVICE

1.1 The Company shall provide the Customer with the Services in accordance with this Agreement using reasonable skill and care. **1.2** By entering in to this Agreement the Customer appoints the Company as the exclusive supplier of the Services. **1.3** The Company is willing to enter in to this Agreement principally because of the monthly call spend anticipated by the Company. If at any time the monthly call spend of the Customer falls beneath 80% of the anticipated call spend (other than due to circumstances beyond the Customers reasonable control) the Customer will be regarded as having committed a material breach which is incapable of remedy, for the purposes of clause 8.1.2. **1.4** The Company cannot guarantee that the Services will operate free from any faults, however, where the Company is responsible, the Company shall use reasonable endeavours to correct faults as soon as is reasonably practicable and in accordance with the repair service which the Company has agreed to supply to the Customer. **1.5** The parties acknowledge that in entering into this Agreement they have not relied on any representation, warranty, agreement or statement not set out in this Agreement.

2. DURATION

2.1 The Agreement for the supply of the Services shall take effect from the date the Customer signs the Agreement or, if earlier, the date on which the Customer requests the Company to supply the Services and the Company supplies the Services. The Agreement shall continue for an initial period of 12 Months (**TWELVE MONTHS**) and thereafter unless terminated in accordance with clause 8 or by either party giving to the other not less than 28 Days (**TWENTY EIGHT DAYS**) notice to terminate on any subsequent anniversary of this Agreement. **2.2** By entering in to this Agreement the Customer authorises the Company to activate and provide the Services to the Customer and the Customer agrees to pay all of the charges relating to the supply of the Services from the date on which the Services became operational. **2.3** The Company shall use reasonable endeavours to activate the Services as soon as possible after the start date of the Agreement but it cannot guarantee that the Services will be activated by a particular date.

3. USE OF THE SERVICE

3.1 The Customer shall be responsible for the proper use of the Services and any related equipment after activation of the service and in particular the Customer undertakes: **3.1.1** not to cause any attachments other than those approved for use with the Services to be connected to the Services (If the Customer has any queries in relation to any attachments or equipment, it should contact the Company). **3.1.2** not to contravene any applicable laws or regulations or licenses in using the Services. **3.2** Customer equipment shall at all times conform to the relevant standards and the Company shall not be under any obligation to connect or keep connected any Customer equipment if it does not conform or if in the reasonable opinion of the Company it is liable to cause death, personal injury, damage or to impair the Services provided by the Company. **3.3** The Customer shall not resell the Services and shall ensure that nobody at the Customers property uses the Services: **3.3.1** as a means of communication for a purpose other than that for which the Services are provided, and **3.3.2** for any purposes which are unlawful, offensive, abusive, obscene, indecent, threatening, menacing, defamatory, a nuisance, an annoyance, a hoax or distress or which are intended to cause worry.**3.3.3** fraudulently or in connection with a criminal offence or in violation of a persons rights. **3.3.4** contrary to a reasonable instruction given by the Company or an authorised person.

4. ACCESS TO PREMISES AND PROVISION OF INFORMATION

4.1 To enable the Company to perform its obligations under this Agreement: **4.1.1** The Customer will ensure that the Company and any authorised person has the necessary access to the property in order to meet its obligations under this Agreement, including a right to remove the Company’s equipment when the Agreement ends. The Customer will also give the Company and any such authorised person such assistance as may reasonably be requested. **4.1.2** wherever appropriate, the Customer duly authorises the Company or an authorised person to program, re-program or remove any access equipment in order to enable the Company to provide the Services. **4.1.3** The Company or an authorised person will normally carry out work by appointment on a working day, but where necessary may ask the Customer to provide access at other times. **4.1.4** At the Customers request, the Company may agree to work other than on a working day or outside the working hours referred to in clause 4.1.3 provided that the Customer pays the Company’s reasonable charges for complying with such a request. **4.1.5** the Customer will provide such information as the Company reasonably requests. **4.2** If the Customer requests maintenance or repair work which the Company reasonably considers to be unnecessary or which is required due to the act or omission of the Customer, its employees, agents or subcontractors, the Customer may be charged for the work and the costs incurred at the Company’s rates then in force. The Company will give notice that work is considered unnecessary or that a repair is required due to the act or omission of the Customer, its employees, agents or subcontractors as soon as is reasonably possible after making such determination.

5. SUSPENSION OF SERVICE AND CHANGES

5.1 The Company may at its sole discretion suspend immediately the provision of the Services until further notice with no obligation to give the reason for such suspension. The Company will endeavour to give reasonable notice where practicable. **5.2** The Customer shall reimburse the Company for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of the Services as appropriate. This shall not apply where the suspension is implemented otherwise than due to a breach or fault or omission of the Customer. **5.3** Occasionally the Company may have to: **5.3.1** change the technical specification of the Services or code or numbers allocated to the Customer for operational reasons or to comply with safety, regulatory or statutory requirements. **5.3.2** interrupt the Services for operational reasons, such as repairs, maintenance or improvements or because of an emergency or a legal obligation to comply with an order. Instruction or request of a government or other competent authority; **5.3.3** give the Company instructions that the Company believes are necessary for health or safety, or for the quality of the Services that the Company supplies to the Customer or other customers. **5.4** If the Company has to suspend or interrupt the Services for operational reasons the Company will restore them as quickly as it can.

6. LIABILITY

6.1 Nothing in this Agreement shall exclude or restrict the Company’s liability for death or personal injury resulting from negligence of the Company or its employees while acting in the course of their employment. **6.2** In the event that the Services fail to operate and the Customer switches to another supplier, the Company will not be responsible for that suppliers service or failings. **6.3** Subject to clause 6.1, the Company shall not be liable to the Customer for any loss of revenue, profit, opportunity, goodwill, data, business, contracts, anticipated savings or any indirect or consequential loss or damage however arising in connection with this Agreement (whether by breach of contract, tort, breach of statutory duty or otherwise of the Company, its employees, agents or subcontractors). **6.4** The Company’s liability (whether for breach of contract, tort, breach of statutory duty or otherwise) arising out of or in connection with this Agreement shall be limited to the sum of £500,000 in respect of any one incident or a series of incidents and £1,000,000 in total in any 12 month period. **6.5** The Customer shall indemnify the Company against any claims, losses, expenses, damages and liability incurred or awarded against the Company arising out of any act, omission or breach by the Customer, its employees, agents or subcontractors relating to the Services and/or this Agreement. **6.6** neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party’s reasonable control (“**Force Majeure**”) including without limitation any act of God, inclement weather, failure or shortage of power suppliers or fuel, flood, drought, lightning, fire, strike, lock-out, trade dispute or labour disturbance, terrorism, any act or omission of government, highways authorities, other public telecommunication operators or other competent authority, or failure of supply of Services by third parties. This clause 6.6 shall not apply to a requirement on either party to pay a sum to the other.

7. CHARGES AND PAYMENT

7.1 The Customer must pay the Company’s charges for the Services (“**the Charges**”). The Customer can request the details of the applicable charges from the Company’s customer care department. **7.2** Whether the payment of charges is in advance or arrears depends upon the nature of the Services selected and/or the start date for Services. However the Company reserves the right to require the Customer to pay the charges in advance. **7.3** The Customer agrees to pay the Charges billed by the Company within 14 days of the date of each bill unless alternative terms are agreed in writing by the Company. **7.4** The Customer shall make payment by direct debit unless otherwise agreed in writing by the Company. **7.5** The Company will give at least 14 days prior notice of any changes in the Charges. **7.6** The Company shall prepare and send bills for usage charges in such form and manner as shall be agreed between the Company and the Customer (or in the absence of an agreement, as determined by the Company) Usage charges payable by the Customer shall be calculated with reference to data recorded, logged or obtained by the Company whether or not the Services have been used by or with the authority of the Customer and irrespective of any fraud and not by reference to any date logged or recorded by the Customer. **7.7** All sums referred to in this Agreement are exclusive of value added tax and any other taxes of a similar nature, which may from time to time be introduced.

8. TERMINATION

8.1 The Company can suspend the Services or end the Agreement in whole or in part at any time without giving advance notice to the Customer if: **8.1.1** a liquidator (other than for the purpose of amalgamation or reconstruction), trustee in bankruptcy, administrator, receiver or receiver and manager is appointed in respect of the whole or part of the assets and/or undertaking of the Customer or the Customer enters in to an arrangement or composition with its creditors, or if the Customer becomes unable to pay its debts within the meaning of S123 of the insolvency act 1986 or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order; **8.1.2** the Customer is materially in breach of a term of this Agreement and upon being given notice of that breach in writing fails to remedy that breach, if capable of remedy within 14 days; **8.1.3** an event of Force Majeure (as referred to in clause 6.6) prevents a party from performing its obligations under this Agreement for a continuous period of 30 days or more. **8.2** Notwithstanding anything to the contrary expressed or implied in this Agreement, the Company (without prejudice to its rights) may terminate this Agreement immediately if any authorisation or license under which the Customer has the right to run its telecommunication system and connect it to the Company’s system is revoked, amended or otherwise ceases to be valid. **8.3** If this Agreement is terminated for any reason, the Customer shall return any equipment provided by the Company pursuant to the Agreement and except as otherwise provided in this Agreement shall pay any outstanding charges or costs to the Company within 14 days of the date of termination of this Agreement. **8.4** Where the Company terminates this Agreement under clause 8.1.2, without prejudice any other claims the Company may have, the Company may claim its loss of profit arising from such a termination.

9. GENERAL

9.1 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and superseded all other agreements and representations (except for fraudulent misrepresentation) made by either party whether oral or written and this Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party thereto. **9.2** Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion. **9.3** Any notice, bill or other document which may be given by the Company under this Agreement shall be deemed to have been duly given if left at or sent by post to an address notified to the Company in writing by the Customer as an address (including email address) to which notices, bills or other documents may be sent, or the Customer’s usual or last known place of abode or business, or if the Customer is a limited Company, its registered office. **9.4** The Company’s address for the service of any notice by the Customer under this Agreement shall be such address as shown on the last bill rendered to the Customer or such address as the Company may prescribe for that purpose. **9.5** The Customer shall not assign or delegate or otherwise deal with all or any of its rights and obligations under this Agreement without the Company’s prior written consent. **9.6** If the Customer has a complaint in relation to the Services, the Customer should contact the Company’s Customer care team. In accordance with Ofcom regulations, a code of practice for complaints is in place. The procedure set out in this code will be followed should a complaint be received. **9.7** A person who is not a party to this Agreement has no right under the contract (Rights of third parties) Act 1999 to enforce any term of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties hereby submit to the jurisdiction of the English courts.

10. CODES OF PRACTICE

10.1 The Company operates a Consumer Code for Practice and a Sales and Marketing Code of Practice and are available on request to their customer services team or can be viewed on the Company’s website.