

Terms and Conditions for the Provision of Line Rental Service

This agreement represents the entire agreement between Swains Voice & Data Plc (the Service Provider) and the subscriber named on the order form for the provision of telecommunications line rental. The provision of Network Services is not governed by this agreement. The subscriber hereby agrees that the agreement cannot be modified by its own terms and conditions of business. The Service Provider reserves the right to alter or amend the agreement from time to time by giving the Subscriber not less than 28 days written notice.

1. Definitions

The meanings of various terms set out in the agreement are:

'Act' – the Telecommunications Act 1984 and any amendments to the Act that may be made from time to time.

'Agreement' – the agreement between Swains Voice & Data (the Service Provider) and the Subscriber for the provision of line rental.

'Connection Date' – the date when the Service Provider agrees to commence the supply of line rental.

'Line Rental' – the provision of lines to carry telephone calls and data transmission.

'Network Services' – the provision of per minute access network capacity required for telephone calls and data transmission via the public switched telephone network.

'Order Form' – the subscriber order form overleaf setting out details of the line rental required.

'Service Provider' – Swains Voice & Data Plc, together with its employees and agents.

'Subscriber' – The company, business or person specified on the order form.

2. Provision of Line Rental

The Service Provider shall provide line rental from the connection date, subject to and on the terms of this agreement. The Service Provider shall have the right to refuse to connect any customer.

3. Duration

The agreement shall come into force from the connection date and continue for a minimum of twelve months and continue thereafter until either party, subject to a thirty-day notice of termination, terminates the agreement. For the avoidance of doubt, the minimum term of twelve months applies to all line transfers and new line installations. The minimum term of this agreement may be longer than twelve months if agreed by both parties as set out on the order form overleaf.

4. Conditions for the Use of the Lines

The Subscriber agrees to the following conditions of use:

- a. To comply with the Act and all other relevant legislation.
- b. To use the lines in accordance with any terms and conditions notified by the Service Provider from time to time.

- c. Not to use lines to communicate any material that is offensive, abusive, obscene, pornographic, menacing, or for hoax calls to the emergency services.
- d. To maintain all telephone equipment in good working order, which conforms to any standards for equipment set out in the Act.
- e. The Service Provider has the right to disconnect any customer apparatus that it has not approved, in particular where it may cause personal injury or death, or where it may damage or impair the operation on the lines.
- f. The Service Provider has the right to reasonable access to the Subscriber's premises where required for the performance of its duties.

5. Suspension of Services

The Service Provider has the right to suspend the provision of lines without notice and without compensation in the event of the following:

- a. The Subscriber is in serious breach of the terms of this agreement. Failure to pay the Service Provider by the due date is considered to be a serious breach of this agreement.
- b. The Service Provider believes that the lines are being used fraudulently.
- c. The Service Provider believes that the lines are being used for any purpose set out in section 4c above.
- d. The Service Provider is required to comply with an order, instruction or request from Central or Local Government, the emergency services or other relevant administrative body.

6. Invoicing and Payment

- a. The Subscriber shall be invoiced monthly by the Service Provider. Normally the line rental will be invoiced one month in advance of the service.
- b. Line rental discount (where applicable) against BT standard line rental charges shall be set out overleaf.
- c. The Service Provider reserves the right to amend the charges from time to time by giving not less than 28 days written notice to the Subscriber.
- d. The Subscriber agrees to pay the invoices by Direct Debit, the Direct Debit will normally be taken on the 20th day or later of month of invoice.
- e. The Subscriber agrees to pay the invoices in full without the set off of any amounts.

7. Liability

- a. The Service Provider nor any authorised representatives or agents are under any liability to you or any third party in respect of any injury, loss, damage or expense of whatever nature directly or indirectly arising from any defect in or failure of the services to operate in the way you expect or anticipate and whether in contract or tort or otherwise and whether in respect of loss of any business contracts, actions and claims at law, anticipated savings or profits, claims for interest or otherwise.

- b. The Service Provider shall not be responsible for any loss or damage which you may suffer resulting from any cause whatsoever beyond the Service Provider's actual control, nor has any person not directly employed by the Service Provider any authority to make any representations as to quality or fitness for purpose of the services unless the Service Provider shall have informed you in writing, signed by a Company Director, that such person has such authority.
- c. The Service Provider shall not be liable to the Subscriber for any delay in either providing a connection date to the Subscriber or any other reason for delay in connection.
- d. The Subscriber shall indemnify the Service Provider against all liabilities, claims, damages, losses and expenses arising from the use by the Service Provider of the lines in breach of this agreement.
- e. Statutory Rights Not Excluded. If Statute has the effect of modifying the effects of any other terms of this clause then in so far as may be practicable the same shall continue in full force and effect in such modified form.

8. Assignment

- a. The Service Provider may assign or delegate any rights under this agreement.
- b. The Subscriber may only assign or delegate its rights or obligations under this agreement with the prior written consent of the Service Provider.

9. Termination

- a. Either party may terminate the agreement at the end of the contract period or thereafter by giving thirty-days written notice to the other party. Where such notice is given to the Service Provider the notice needs to be sent by registered post or email.
- b. This agreement may be terminated immediately by the Service Provider either orally (followed by confirmation in writing) or in writing if there is a material or persistent breach of the terms of this agreement by the Subscriber. In cases where the Service Provider believes that the breach is capable of remedy then a period of seven days may be given to remedy the breach.
- c. The Service Provider may terminate the agreement immediately in the event that a receiver, liquidator or trustee in bankruptcy is appointed in respect of the Subscriber for the whole or part of the business, or where the Subscriber enters into an arrangement with its creditors, or where any proceedings to wind up the Subscriber have commenced.
- d. The Service Provider may terminate this agreement immediately in the event that any licence required to operate is revoked, significantly amended or ceases to be valid.
- e. The Subscriber may cancel this agreement prior to the connection date by giving written notice, but will be required to pay any reasonable charges that the Service Provider has incurred to date.

- f. The Subscriber may terminate this agreement before the end of the minimum term by service of a thirty-day written notice provided that they shall pay the Service Provider by way of agreed liquidated damages calculated using the following formula (the formula), namely any initial installation charge and the first twelve months rental charges must be paid in full. Thereafter, charges for the remainder of the minimum term will be calculated by multiplying the relevant monthly rental charges by the number of unexpired months or part months of the minimum term, divided by two.

10. Legal

- a. This agreement shall be governed by and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.
- b. Implied terms shall be excluded to the fullest extent permitted by law.
- c. Any Director or representative of the Subscriber will be deemed to be an authorised signatory and thereby guarantee the Subscriber's acceptance of its obligations under this agreement.
- d. Failure of either party to exercise or enforce any right within this agreement shall not be deemed to be a waiver of such right.
- e. The contract will not become binding until the Subscriber becomes connected to the service.