

YOUR AGREEMENT WITH US (this "AGREEMENT") IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) THESE CUSTOMER TERMS AND CONDITIONS;
- (ii) THE SERVICE AGREEMENT;
- (iii) THE ORDER SCHEDULES;
- (iv) THE RELEVANT TARIFF(S) FOR THE SERVICES WE AGREE TO PROVIDE TO YOU; AND
- (v) SUPPLEMENTARY CONDITIONS RELATING TO SPECIFIC SERVICES, WHERE APPLICABLE.

THE SERVICES AND USE OF THE SERVICES

1. Provision of the Services

1.1 The Services we supply to you are those Services which (a) you have ordered by telephone and are set out in the Service Agreement and Order Schedules attached to these Conditions confirming your order, or (b) you have elected to receive as set out in the Service Agreement and Order Schedules, or (c) which you have subsequently ordered in writing, by fax, by email or by telephone, and in each case which we have agreed in writing or by email to supply to you. These may include (but are not limited to):

- The ability to make or receive a Call (telephone service);
- The provision of a Line or Lines for a rental charge (line rental service);
- The provision of Broadband internet access (Broadband service);
- The provision of Inbound telephony services (Inbound service);
- The provision of Mobile telephony services (Mobile service);
- The provision of IP telephony services (IPT service);
- The provision of Data services (Data service);
- Any other Services which we may offer for sale from time to time.

1.1.1 Your contract commencement date (the "Contract Commencement Date") will be based on one of the following:

For orders placed with a signed Service Agreement the Contract Commencement Date will be the date of the signed Service Agreement. Should you fail to confirm your order in writing the contract will commence from the date advised to you in our correspondence unless we have advised you that your order will be cancelled without your confirmation.

Where you are not currently in a contract we may notify you of a change to these Conditions, by giving you at least 14 days' notice in accordance with 19.2, then your new Contract Commencement Date will be the date the new Conditions came into effect.

Where there may be any conflict regarding your Contract Commencement Date, then you agree the actual Contract Commencement Date will be the date you first used the Service(s) or made a payment for the Service(s) whichever occurs first.

1.2 We will use reasonable endeavours to provide you with the Services by the date(s) we agree with you and to continue to provide the Services until this Agreement is terminated. However, we will not be liable for any loss or damages should the Services not commence or restart on the agreed date.

1.3 In providing the Services we shall use the reasonable skill and care that may be expected from a competent communications service provider.

1.4 Broadband service:

(a) If we consider that your bandwidth usage profile is abnormal or out of the ordinary (including without limitation extremely high levels of bandwidth use in a given period), we have the right to take such action as we deem appropriate which may include, without limitation, restricting or suspending your use of the broadband service, or increasing the charges you pay for the broadband service in accordance with paragraph 19.2.

(b) We will make reasonable endeavours to inform you in advance if we impose any restrictions on your use of the broadband service.

(c) Your use of the broadband service is entirely at your own risk. We will not be liable for any loss or damage arising from any virus, Trojan horse, spam or other malicious content that you may receive while using the broadband service notwithstanding that there may be a firewall contained in equipment supplied in connection with the broadband service.

1.5 Outbound service:

All calls are to be routed over our chosen network. Should any calls be routed over any other network with or without your knowledge, other than during a service failure or network outage that we have notified you of or for any other reason we may agree with you, then we reserve the right to bill you at our Leakage Tariff which at the time of application will mean the latest version available.

1.6 Inbound service:

(a) We reserve the right to apply a monthly charge for each inbound number which does not carry any traffic for any period of 3 consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.

(b) We reserve the right to apply a nominal monthly charge for each inbound number where the only Service you take from us is the Inbound Service.

(c) Where you take a premium rate inbound Service you agree and acknowledge that use of this Service must comply with all relevant legislation, regulations, guidelines and codes of practice and that we will not be liable where use of this Service fails to comply.

(d) If an inbound number is withdrawn by Ofcom or PhonepayPlus or any of our suppliers for reasons beyond our control we reserve the right to recover the number(s) from you immediately. We will use our reasonable endeavours to supply you with another number which is acceptable to you.

1.7 IPT Service:

(a) If you have an IPT Service and move location, it is your responsibility to update your address details by notifying us of any change in address where the relevant equipment will be housed so that the correct information can be supplied for Emergency Authority purposes. We are not liable for any consequences of your failure to do this.

(b) The IP address to be used with the IPT Service is not issued by us. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. We reserve the right to withdraw and change this address if for any reason the address ceases to be available.

(c) Where the IPT Service supports 999/112 public emergency call services, connection to such services may not be possible in the event of a service outage caused by loss of End User connectivity to the internet for whatever reason. In that case, without prejudice to paragraph 11.9, the End User should use their PSTN line to make an emergency call. Also on occasion it may not be possible for the emergency services personnel to identify the End User's location and telephone number so this information should be stated promptly and clearly by the End User when making such a call.

(d) If you have ordered a Presentation CLI service, we may require each End User to sign a statement in a form reasonably prescribed by us to confirm they are duly authorised to use the presentation number requested and the restrictions on its use and to acknowledge our right to suspend or withdraw the use of the Presentation CLI Service in case of unauthorised use (further details are contained in the form of statement which is available from us on request)

1.8 All Services:

All Services are subject to Acceptable Use Policies which for these purposes will be the latest available version appearing on our website (www.abbeyict.com).

1.9 Services with Call Recording:

Where you take a service which includes call recording of inbound and/or outbound calls you confirm that you will comply with all legal requirements when using any call recording product and agree that we shall have no liability for any costs or claims which may be incurred as a result of any failure by you to comply with any legal requirements whether or not you were aware of the requirement.

2. Telephone numbers

2.1 You accept that you do not own the number(s) provided to you and that this agreement is personal to you. Therefore, you have no right to sell or to agree to transfer the number(s) provided to you for use with the Services and you must not do so or try to do so.

2.2 Our suppliers may reallocate numbers allocated to you if those numbers are not used for a period of 6 consecutive weeks. You also accept that we have the right to reallocate to a third party any numbers that are provided to you for use with the Services but that you do not use for a period of six (6) months. However, if you continue to pay any recurring rental charges for those numbers, we shall not exercise this right.

3. Telephone books and directory enquiries

3.1 We will arrange to put your name, address and the telephone number(s) for the Services (subject to Paragraph 3.3.) in the telephone book published by BT for your area and make your phone number available to BT's directory enquiries database, as soon as we can. However, we will not do so if you ask us not to.

3.2 If you want a special entry in the telephone book you must let us know. Where we agree to a special entry you will be liable to pay an extra charge and sign a separate agreement for that special entry.

3.3 In relation to the IPT Service, arrangements in relation to inclusion in BT's telephone book and directory enquiries database are available on request from us.

3.4 It is your responsibility to verify that all directory entries are correct and remain correct. Other than where the error is as a result of our negligence, we accept no liability for any errors nor are we liable for any costs, financial losses or disputes that may arise from any omission or inaccuracy in the entry.

4. Changes and interruptions to the Services

4.1 We may have to do some things that could affect the Services. These things are listed in paragraph 4.2. If we have to interrupt the Services we will restore them as quickly as we reasonably can.

4.2 Occasionally we may have to:

(a) change the code or phone number or the technical specification of the Services for operational reasons;

(b) interrupt the Services for operational reasons or because of an emergency;

(c) give you instructions that we believe are necessary for health or safety or to maintain the quality of the Services that we supply to you or to our other customers; or

(d) suspend in whole or part the provision of the Services and the performance of our obligations under this Agreement with immediate effect if necessary in order to:

(i) comply with an order, instruction or request of government, an emergency services organisation, court of law, tribunal or other competent administrative or regulatory body including Ofcom; or

(ii) have work carried out relating to the upgrading or maintaining of the network (or any part of it) which underpins any Service.

4.3 Should the change we make have a material adverse effect on you or the Services we provide then you have the right to terminate the Agreement under the terms of paragraph 19.3.

4.4 We cannot guarantee and do not warrant that the Services will be free of interruptions or will be fault-free and we will not be liable for any loss or damages should the Services be interrupted from time to time. You accept that there may also be degradations of the quality of the Service from time to time due to matters beyond our reasonable control (see paragraph 14 below), and that we will not be liable for any loss or damages should the quality of the Service we provide be affected by such matters.

EQUIPMENT

5. Equipment

To the extent possible, we shall use reasonable endeavours to pass on to you the benefit of any manufacturers' warranties in relation to equipment supplied by us in connection with the Services.

6. Sale Equipment

6.1 The quantity, quality and description of and any specification for the Sale Equipment shall be those set out in the Service Agreement, Order Form or Product Schedules as may be amended from time to time.

6.2 We shall deliver the Sale Equipment to your address as specified in the Service Agreement and Order Schedules, and time shall not be of the essence for delivery.

6.3 Risk in the Sale Equipment will pass to you on delivery of the Sale Equipment. Therefore, it is your responsibility to look after the Sale Equipment and you will have to pay if you wish to replace or repair the Sale Equipment if it is lost, stolen or damaged.

6.4 You will not own the Sale Equipment until you have paid us in full for the Sale Equipment and we reserve the right to require you to return to us, or for us to collect (at your cost), the Sale Equipment if you do not pay us in full for the Sale Equipment by the due date for payment (in accordance with paragraph 10 below). Subject to the foregoing, you will be entitled to continue to use the Sale Equipment after expiry or termination of this Agreement.

6.5 You will be responsible for installing the Sale Equipment or such of your own equipment as you choose to employ (**Own Equipment**). We will not be liable for any loss, costs, damages or faults caused by, or repairs required as a result of, installation or misuse of, or damage to, any Sale Equipment or Own Equipment. You agree to indemnify us for all claims, losses, damages and expenses that are brought against us, incurred by us, or arising as a result of the same.

6.6 At our option we may choose to supply the Sale Equipment to you upon our standard customer terms and conditions of sale rather than upon the terms of this paragraph 6. In that case a copy of our standard customer terms and conditions of sale will be attached to these Conditions for your acceptance when you confirm your order. In the event of any conflict between these Conditions including this paragraph 6 and our standard customer terms and conditions of sale so far as they apply to the supply of the Sale Equipment, our standard customer terms and conditions will prevail.

7. Apparatus and Own Equipment standards

7.1 You undertake that all apparatus which is attached (directly or indirectly) to a Service will conform to all applicable laws and to the relevant standard or approval for the time being designated under the Communications Act 2003 or the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 and any requirements or standards set out in any literature issued by us or our supplier in relation to the relevant Service.

7.2 If any Own Equipment being used for the Broadband service fails to comply at any time with the requirements, standards and approvals referred to in paragraph 7.1 above or is causing disruption to a Service or End Users, then the Broadband service may be disconnected by our supplier pending the disruption being resolved to the supplier's satisfaction.

YOUR INFORMATION

8. Call monitoring

We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing calls made by us, for the purpose of training and improving customer care services, including complaint handling. We and/or our suppliers may also record 999 and 112 calls.

9. Data protection and use of your information

9.1 All information that we hold in connection with this Agreement concerning any person as an individual ("Personal Data") will be held and processed by us strictly in accordance with Data Protection Laws.

9.2 You must inform us immediately if any of the Personal Data you may have provided to us in connection with this Agreement changes.

YOUR OBLIGATIONS

10. Paying our charges for the Services

10.1 Charges

You must pay the charges for the Services according to the applicable Tariff(s). This applies whether you or someone else use the Services and whether the Services are used with your full knowledge and consent or otherwise. (This means by way of example but not by way of limitation that you are liable to pay for all calls made as a result of "rogue diallers", unbarred premium rate numbers and calls made by any third party gaining unauthorised access to your telephony systems). We may vary the charges set out in the Tariff as explained in paragraph 19.2.

10.2 Installation and Connection charges

The Service Agreement, Order Schedules and Tariff(s) set out whether installation costs are payable for the Services we have agreed to supply to you. However, we may be unable (due to third party constraints) to tell you when you place, or we confirm, your order for the Services how much these installation costs will be. If this is the case, we will give you an estimate of how much the installation costs will be prior to commencement of the installation work, but there may be supplementary excess construction charges. You agree to pay all installation costs actually incurred. In the event of an installation being cancelled before being completed you agree to pay all of the installation costs actually incurred to the point of cancellation which will be notified to you at the time.

10.3 Equipment

You must pay the charges for any Sale Equipment that we supply to you. We will invoice you for the Sale Equipment in the next invoice that we send to you (in accordance with paragraph 10.4) following the date on which we dispatch the Sale Equipment to you.

10.4 Invoices

We will send you your first invoice at the beginning of the month after the Services commence and thereafter on a monthly basis, but we shall be entitled to send you an invoice at a different time, which you shall pay in each case in accordance with paragraph 10.7. We will send all invoices and other correspondence to the address set out in the Service Agreement or otherwise the address you ask us to. We will show on the invoice which charges are payable in advance or in arrears, as referred to in paragraph 10.5. We will include all charges on the next invoice where possible, and in any event as soon as we can.

10.5 Rental and Call charges

You will incur charges from the time any part of a Service is used or received except in the case of Services subject to a periodic rental, in which case you will incur charges from the date the Service is made available for use. We will usually ask you to pay the rental in advance and your first invoice will include both one month's rental in advance and a charge for a part month's rental from the Contract Commencement Date up to the beginning of the first complete month, where appropriate, and then monthly in advance thereafter. Call and other charges will be invoiced in arrears. We will calculate the charges for Calls using the details recorded by our network.

10.6 Payments in advance and deposits

(a) We may ask you for a payment in advance before payment would normally be due, which you shall pay in accordance with paragraph 10.7. This advance payment will not be more than our best estimate of your following month's invoice. Should your advance payment exceed your actual invoice then any surplus will be credited to your account to be offset against subsequent invoices, should there be no further invoices and your account is not in debit then we will refund to you any surplus after deducting any cancellation or termination charges.

(b) We may ask for a deposit at any time, as security for payment of your invoices if it is reasonable for us to do so, which you shall pay in accordance with paragraph 10.7. Our procedures for deposits will be explained to you at the relevant time.

10.7 Terms of payment

Our standard credit terms are payment within fourteen (14) days of date of invoice by direct debit and these are the credit terms which will apply to this Agreement unless we have agreed otherwise in writing. You must pay all charges and rental within the credit terms which we have agreed and any advance payments and deposits when we ask for them. We reserve the right to apply a nominal monthly charge for non direct debit payment methods. Where payment is arranged through a finance provider payment shall be in accordance with the terms of the finance agreement. Unless otherwise stated all charges exclude VAT which is chargeable at the applicable rate.

10.8 Tariff

(a) You hereby acknowledge and agree that we have agreed to supply the Services to you at the agreed Tariff and charges on the basis that you have committed to the Minimum Spend and Minimum Term commitments.

(b) Our call rates for outbound calls to UK non geographic numbers are charged according to the banding used by BT. You hereby acknowledge and agree that there may be occasions where a call type moves from one band to another band or BT change their charging structure and subsequently the charges for some of these call types may change, we will apply this change from the 1st of the month following the change and you acknowledge that we may not always be able to give you notice of such changes.

(c) Where you take any bundled service you agree to pay for all chargeable items which are excluded from or exceed the allowance of the bundle.

10.9 Finance and Credit

You hereby consent to and shall procure that your owners, directors, officers and assigns, consent to us carrying out searches with credit reference agencies relating to the credit worthiness of your Company and/or your owners, directors, officers and assigns and you undertake to supply or procure the supply of all information requested for a credit search with a credit reference agency, who will add to your records and/or those records of your directors, officers and assigns details of the searches and these will be seen by other organisations that make searches.

10.10 Inbound Rebates

We reserve the right to offset any inbound rebates which may be due to you against any amounts you may owe to us. We reserve the right not to pay any inbound rebates until such rebates total a cumulative minimum of £5 in any month.

10.11 Offsetting

Where we owe you any monies, you agree that we may offset this against any monies you may owe us before we make any payment to you.

10.12 (Reserved for Future use)

10.13 Other Charges

We reserve the right to make a nominal monthly charge for paper itemised billing; our basic online billing is provided as standard to all customers free of charge. We also reserve the right to apply a £5 per month minimum charge if your monthly invoice would be less than £5.

YOUR OTHER RESPONSIBILITIES

11. Your Other Responsibilities

11.1 Our equipment and instructions

You agree to comply with our reasonable instructions relating to the Services and any equipment we supply to you in connection with the Services.

11.2 Entry to your premises

(a) If our engineers or sub-contractors have to enter your premises you agree to let them do so within normal working hours (Monday to Friday, 9am to 5pm) or otherwise if agreed with you in advance. We will meet your reasonable requirements regarding the safety of people on your premises and you must do the same for us.

(b) If we need someone else's permission to cross, or put our equipment in, or make an installation on their premises, you must get that permission for us and make any necessary arrangements. We will not be liable for any loss or damage where this permission is not obtained by you and you agree to pay any costs actually incurred.

(c) When our work is completed, you will be responsible for putting items back and for any necessary re-decorating.

11.3 Misuse of the Services

Nobody must use the Services:

(a) to make abusive, defamatory, obscene, offensive, indecent, menacing, disruptive, nuisance or hoax Calls, emails or other communications or Calls, emails or other communications in breach of privacy or any other rights;

(b) to send, knowingly receive, upload, display, download, use or re-use material which is abusive, defamatory, obscene, offensive, indecent or menacing or in breach of copyright, privacy or any other rights;

(c) to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any Service or to adversely affect our other customers or customers of our suppliers;

(d) for the carrying out of fraud, an unlawful activity or a criminal offence or in a way which does not comply with the terms of any legislation;

(e) in a way that does not comply with any instructions given by us to you under paragraph 11.1;

(f) to obtain access, through whatever means, to restricted areas of the underlying network; or

(g) in a way which (in our reasonable opinion) brings our name into disrepute, or which places us in breach of our legal or regulatory obligations,

and you must make sure that this does not happen. The action we can take if this happens is explained in paragraph 15. If a claim is made against us because the Services are misused in these ways, you must indemnify us in respect of any sums we are obliged to pay and/or costs we incur.

11.4 Indemnity

(a) If you use the Services for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Services are faulty or cannot be used by them.

(b) Where you take any product or service via ourselves for which you are billed by us but where you are directly contracted to a third party for that product or service, including but not limited to maintenance and insurance, you agree to indemnify us from any direct or indirect claims in relation to this product or service. You also agree not to make any deduction from any monies owed to us as a result of any dispute you may have with any such third party.

11.5 Line rentals

When we provide your Line rentals, we will route your Calls through our network. No other service provider may route these Calls or attempt to, and if they do we reserve the right to bar these calls.

11.6 Call charges

We will bill you for all Calls that are routed over our chosen network provider. Any Calls that are routed by other means for any reason beyond our reasonable control and for which you are invoiced by another provider will remain your responsibility. It is your responsibility to advise us if you receive invoices from other providers for services you believe to be with us and you should advise us as soon as you receive these invoices. We shall not be liable for any loss or damages as a result of you being invoiced by other providers (including but not limited to any perceived loss of savings).

11.7 Existing Contractual Obligations

It is your responsibility to ensure that signing a contract with us does not breach any existing contractual obligations you may have with any other suppliers and you should give any other suppliers notice as may be required by them. We are not responsible or liable for any costs, financial losses or disputes that may arise from any such breach of contract or your failure to give the correct notice.

11.8 Resilience

It is your responsibility to ensure you have adequate resilience in place to protect against any loss of data, service or connectivity; this includes a separate power supply for IPT phones. In accordance with paragraph 13.2, we will not be liable for any loss or damage (financial or otherwise) where you fail to do so.

11.9 Emergency Calls

IP Phones need an additional power supply to operate. In the event of a power failure it is your responsibility to ensure you have the means to make emergency calls. In accordance with paragraph 13.2, we will not be liable for any loss or damage (financial or otherwise) where you fail to do so.

11.10 User Names, Passwords and Pin Codes

It is your responsibility to keep private any user names, passwords or pin codes that we may provide you with to use any of our Services. You are liable for all charges associated with the use of such user names, passwords and pin codes to access our Services unless you advise us that the security of any of the user names, passwords or pin codes may have been compromised and we confirm back to you that we have disabled the access. Should you fail to notify us of any such compromise in security then you will remain liable for all charges incurred in accessing the Services. Where we disable any access following a compromise in security, we shall provide you with new user names, passwords or pin codes as appropriate which are subject to the terms of this paragraph.

REPAIRING FAULTS

12. Repairing faults

12.1 We will investigate any fault that is reported to us according to our standard procedures for the Service in question (which are available on request). We will use reasonable endeavours to repair any fault that is reported to us and which is directly caused by us or our employees or agents according to our standard procedures for the Service in question.

12.2 When we agree to work on a fault outside the hours covered by our standard procedures, you will be liable to pay us an extra charge at the applicable rate set out in our tariffs in force at the time.

12.3 If you tell us there is a fault in a Service and we find either that there is not or that you, someone at your premises or a third party (including, without limitation, another network operator or communications supplier) has caused the fault or the interruption in service, we may charge you for any work we have done to try to find the fault or to repair it. We are not liable for any loss or damages arising from a fault or interruption in service caused by someone other than us, and we are not responsible for fixing any faults not caused by us.

12.4 During any fault investigations, we may require you to carry out tests and we will require you to feedback any results of these tests to allow us to follow our standard procedures and conclude our investigations.

12.5 Where Call routing utilises IP, you acknowledge that call quality and availability can be subject to factors outside of our control e.g. bandwidth contention or quality of service (QoS). We shall not be liable to you in respect to any quality or availability issues with such a Service.

LIMITATION OF LIABILITY

13. Liability

13.1 We accept liability for personal injury or death as a result of our negligence. We also accept liability for fraud or fraudulent misrepresentation. We do not limit that liability and paragraphs 13.2 and 13.3 do not apply to that liability.

13.2 We have no liability (howsoever caused including (without limitation) by negligence) for any loss of business, profits, revenue or savings you expected to make, wasted expense, financial loss, data being lost or damaged, lack of availability of IT and/or communications systems not provided by us, damage to reputation or for any liability for any loss that is not reasonably foreseeable or for any indirect or consequential loss.

13.3 Any liability we have of any sort (including any liability because of our negligence) is limited to £100,000 for any one event or any series of related events, and in any twenty four (24) month period to £500,000 in total.

13.4 Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby excluded to the maximum extent permitted by law.

13.5 Each part of this Agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

13.6 We are not responsible for any pricing, typographical, or other errors and reserve the right to reject any orders where such an error may have occurred.

13.7 The provisions of this paragraph 13 shall continue to apply notwithstanding termination of this Agreement.

14. Matters beyond our reasonable control

If we cannot fulfil, or are delayed in fulfilling, or are interrupted in continuing to fulfil, our obligations under this Agreement because of something beyond our reasonable control such as, without limitation, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority, acts or omissions of other communications suppliers or network operators, or industrial disputes of any kind, (including those involving our employees or suppliers), we will not be liable for this.

CHANGING AND TERMINATING THE AGREEMENT

15. Breach of the Agreement

15.1 We may suspend any or all of the Services or terminate the Agreement immediately at any time by notifying you in writing if:

(a) you commit a material breach of this Agreement or any other agreement you have with us and fail to remedy the breach within a reasonable time of being asked to do so;

(b) we believe that the Service(s) are being used in a way forbidden by paragraph 11.3 or in breach of an Acceptable Use Policy. This applies even if you do not know that the Service(s) are being used in such a way;

(c) bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a court on time, or (if you are a business) you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation;

(d) you or any End User appears on a Consumer Protection List and in that case we may also withdraw any telephone numbers allocated to you or such End User; or

(e) our supplier ceases to be authorised to supply a Service under the Communications Act 2003 or has to terminate its supply in order to comply with an order, instruction or request of government, an emergency services organisation, court of law, tribunal or other competent administrative or regulatory body including Ofcom.

15.2 If you fail to pay any charges due to us by the due date we may (without losing or reducing any other right or remedy) suspend any Service (in whole or in part) without notice or terminate the Agreement immediately at any time by notifying you if;

(a) you fail to make any payment requested within seven (7) days of the date of a letter, e-mail or other appropriate correspondence requesting such payment;

(b) Two (2) consecutive direct debit requests are rejected; and/or

(c) You fail to pay any payment on the due date where there have been two (2) preceding failures which were remedied within the seven (7) day period.

15.3 Interest shall be due and payable on all overdue amounts at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

15.4 If we suspend any Services, we will not provide them again until you rectify the situation that caused us to suspend the Services or you have satisfied us that you will do so or that the Services will not be used in a way that is forbidden by paragraph 11.3.

15.5 If we suspend any Services because you breach this Agreement, the Agreement will still continue and you must still pay us any rental charges as and when they arise unless and until the Agreement is terminated.

15.6 If this Agreement or any of the Services are terminated in accordance with this paragraph 15 during the Minimum Term or any agreed term applicable to each of the Services, we will levy a cancellation charge in relation to each relevant Service, which will be immediately due and payable, calculated in accordance with the following:

(a) Each Service for which a monthly rental charge is payable - number of months remaining of Minimum Term for that Service multiplied by the monthly rental (and a pro rata charge for any part month remaining); and

- (b) Call Spend – number of months remaining on Minimum Term multiplied by the monthly Minimum Spend (or the average of your last three months' call spend where there is no Minimum Spend) (and a pro rata charge for any part month remaining); and
 - (c) Repayment of any subsidised charges or any other contribution we made towards any other costs, as described in paragraph 18.3; and
 - (d) Repayment of any discount or other benefit you may have received which was based on a minimum contract term commitment, and/or
 - (e) Any applicable cease charges as may be detailed in the tariff.
- 15.7 Following a suspension of services, we will only re-activate your services after you have paid the re-activation charges as may be advised at the time.

16. Cancelling the Services before they are provided

16.1 You may cancel the Services or an individual Service at any time up to seven (7) working days either after you receive or (if earlier) you are deemed to receive these Conditions (and the Service Agreement and other documents comprising this Agreement) or, if sooner, up to but not including the date on which we commence our supply of the Services to you, provided that you notify us in writing of such cancellation within such period and return any equipment that we may have sent to you, undamaged and in its original packaging by sending it special delivery to us at Abbey ICT Ltd., Logic House, Ordnance St., Blackburn BB1 3AE. You will be deemed to have received these Conditions at the time you sign the Service Agreement and Order Schedule. These conditions are available for download from our website. Please note that if you have commenced using any Service or equipment after receiving these Conditions, you will be deemed to have accepted these Conditions and agree that you will also lose your right of cancellation as set out in this paragraph 16.1.

16.2 Where the Services or an individual Service are validly cancelled as described in paragraph 16.1:

- (a) we shall be entitled to charge you for the costs we incur in collecting from you any equipment that we may have sent you but which you fail to return to us; and
- (b) you must pay us for any work we have done or costs we have incurred up to the date of cancellation.

17. Terminating the Agreement after the Services are provided

17.1 Termination at end of Minimum Term

(a) Either party may terminate this Agreement in respect of a Service by giving the other party not less than ninety (90) days' notice in writing to take effect on or at any time after the end of the Minimum Term for the relevant Service except where the contract has been automatically renewed pursuant to paragraph 18.4. Where a Service has a notice period of greater than ninety (90) days then this period of notice must be provided on that Service.

(b) If you give us notice to terminate under paragraph 17.1(a), you must pay rental up to the end of the notice period in addition to any charges for Calls made during the notice period. If you give us notice to terminate under paragraph 17.1(a), you must pay rental until ninety (90) days from the date we receive your notice, or until the end of the notice if that is later, in addition to any charges for Calls made during the notice period

(c) If you fail to give us notice you must pay rental until ninety (90) days, or longer where a service has a greater notice period, after you have ceased to use our Service.

(d) Some Services may incur cease charges, and these will be chargeable on termination unless otherwise agreed in writing. This includes porting fees at the rate of £12.50 + VAT per number.

17.2 Termination before end of Minimum Term

If you want to terminate this Agreement in respect of a Service prior to the end of the Minimum Term for the relevant Service (other than because we have materially altered the conditions of this Agreement under paragraph 19.3) you must give us at least ninety (90) days' notice in writing and we will levy a cancellation charge calculated in accordance with the following:

(a) Each Service for which a monthly rental charge is payable - number of months remaining of Minimum Term for that Service multiplied by the monthly rental; and/or

(b) Call Spend – number of months remaining on Minimum Term multiplied by the monthly Minimum Spend (or the average of your last three months' call spend where there is no Minimum Spend); and/or

(c) Pro-rata or full repayment of any subsidised installation or any other contribution to upfront or on-going costs paid by us as described in paragraph 18.3 and in accordance with the terms of the subsidised installation, and/or

(d) The appropriate notice period charge for each Service, including porting fees at the rate of £12.50 + VAT per number and/or

(e) Repayment of any discount or other benefit you may have received which was based on a minimum contract term commitment, and/or

(f) Any applicable cease charges as may be detailed in the tariff.

17.2.1 Should you fail to pay the early termination cancellation charges within 10 days of the date of invoice we reserve the right to suspend your Services.

17.3 If you have paid any rental in respect of a Service for a period after this Agreement has ended in respect of that Service, we will either repay it or off set towards any money you owe us.

17.4 You must pay all charges for the Services until the date on which we stop providing the Services to you and any applicable notice period.

17.5 We also have the right to terminate this Agreement or any of the Services immediately on notice to you in accordance with paragraph 15 and in these circumstances the ninety (90) day notice period will not apply.

17.6 Additional Termination Provisions

(a) The provisions of this paragraph 17.6 shall be without prejudice to the other provisions of this Agreement.

(b) At the end of this Agreement, you shall be responsible for arranging for the Services to be provided by another supplier ("the New Supplier").

(c) In the event that we terminate this Agreement pursuant to the provisions of paragraphs 15.1, the provision of Services shall end with immediate effect upon the service of notice to you, in accordance with the provisions of those paragraphs.

(d) On receipt of your notice of termination we will apply Standard rates, applicable at the time, to all Services on your account.

(e) Once you have served your minimum notice requirement we may serve you a minimum of 48 hours' notice to suspend your Services. Following suspension of your Services under this clause you may request that Services are reconnected and agree these will be subject to a reconnection charge and a new minimum contract period. We will notify you of this charge and contract period at the time.

(f) Should you serve your required notice and fail to move your Services to a new provider then you accept and agree that you will remain liable for all charges at our Standard rates until such time that the Services are transferred to a new provider.

(g) If pursuant to paragraph 19.2 we make a change to the terms and conditions of the Agreement which has a material adverse effect on you or the Services we provide, as described in paragraph 19.3, you have the right to terminate immediately the Agreement or any of the Services before the end of the Minimum Term applicable to each of the Services by giving us notice in writing to that effect.

18. Minimum Term, Minimum Spend and Contract Renewal

18.1 The Minimum Term and Minimum Spend will be as specified on the Service Agreement, Order Schedules or Tariff(s) for each Service, or as otherwise agreed with you in writing. In the event that the Minimum Term is not on the Service Agreement or Order Schedules then the Minimum Term will be 24 months from your Contract Commencement Date. In the event that the Minimum Spend is not on the Service Agreement or Order Schedules then the Minimum Spend applicable to the calls tariff shall be £60.00 +VAT per month. The Minimum Term for any new installation will be at least twenty four (24) months or greater as may be specified in the Service Agreement or Order Form.

18.2 If you fail to reach the annualised Minimum Spend commitment in respect of a Service over the initial Minimum Term and any renewed Minimum Term for such Service then we reserve the right to bill you in the month following expiry of the Minimum Term (or immediately on early termination) the difference between the actual amount you spent and the amount you committed to spend pursuant to the Minimum Spend over the Minimum Term

18.3 If this Agreement or any individual Services are terminated during the Minimum Term or any agreed term for the relevant Service(s) and you received free or subsidised installation or activation or any other contribution towards costs of any Services, products, Equipment, Lines or third party termination charges as part of the Tariff or otherwise, then we reserve the right to impose a termination charge equal to the original cost divided by the number of the months in the relevant term, multiplied by the number of months remaining in the relevant term.

18.4 Subject to paragraph 18.5, after the expiry of the Minimum Term, unless either party serves a valid notice of cancellation on the other party pursuant to this paragraph 18.4 or as otherwise agreed with you in writing, your contract will automatically renew for a period of 24 months. This automatic renewal occurs on the date of expiry of the Minimum Term unless either party has given the other at least 90 days prior notice of cancellation and on each 24 month anniversary thereafter until this Agreement is cancelled by either party giving the other at least 90 days written notice to expire no earlier than the end of the then current term, subject in each case to paragraph 15, provided that we shall be entitled to terminate a Service on notice either during the Minimum Term or during any automatic renewal term, such notice of termination to expire at the same time as any notice of termination served on us by a third party which supplies the Service on our behalf (being a notice of termination not arising due to default on our part) is due to expire. Automatic contract renewal will be on the same terms as the original contract and unless otherwise agreed in writing, the same Minimum Spend will apply.

18.5 If you are a Small Business Customer or Not-For-Profit Customer, your contract will not automatically renew under paragraph 18.4 and the contract shall be terminable by either party under paragraph 17.1 (a) on or at any time after the end of the Minimum Term unless you have given your express consent in writing to the contract being automatically renewed under paragraph 18.4.

19. Changing the Agreement

19.1 In general

If you ask us to make any change to the Services or Rental Equipment we will ask you to confirm your request in writing. No action will be taken by us to carry out the change until we have received your written confirmation. If we agree to a change, this Agreement will be changed when we confirm the change to you in writing.

19.2 Conditions

Subject to paragraph 19.3, we may change the terms and conditions of this Agreement (or any document comprising part of the Agreement, including the Tariff for any Service) at any time on giving you fourteen (14) days' notice. In particular, we may increase our charges at yearly intervals by the percentage increase (if any) in the rate of inflation during the previous 12 months as shown by The Consumer Prices Index including owner occupiers' housing costs (CPIH) published by the Office for National Statistics (**Cost of Living Increase**). We will notify you of any changes on your monthly invoice and will post any changes or new terms and conditions on our website. Except for any Cost of Living Increase we may notify to you which will have automatic effect, you agree that if you continue to use the Services following receipt of such notice you will be bound by the new/revised Conditions. We reserve the right to pass on any increase in our cost for the Services we provide to you at any time by giving fourteen (14) days' notice or such lesser period of notice as we may receive from our supplier, the only exception being that detailed in paragraph 10.8(b).

19.3 Material Detriment

If you are a Small Business Customer or Not-For-Profit Customer and any change we make to the terms and conditions of this Agreement is likely to be of material detriment to you, we shall give you at least one month's notice of the change and allow you to withdraw from this Agreement without penalty at any time during such notice period.

20. Transferring the Agreement

You cannot, and cannot try to, assign or transfer (in whole or in part) this Agreement or the benefit of or the rights under this Agreement to anyone else. Provided that we give you prior notice, we may assign, transfer or sub-contract (in whole or in part) any or all of our rights and obligations under this Agreement to any Associated Company or a third party which acquires the whole or substantially the whole of the business, undertaking and assets of Abbey ICT Ltd.

GENERAL CONDITIONS

21. Giving notice

Any notice given under this Agreement must be delivered by hand or sent by email or prepaid post as follows:

- (a) to us at the address or email address shown on the Service Agreement or on your last invoice, or at any other address or email address we give you;
- (b) to you at the address you have asked us to send invoices to or to the email address you have given us.

22. Entire Agreement

The Agreement (including these Conditions, the documents referred to in them, the Service Agreement, the Order Schedules and any conditions relating to specific Services) constitutes the entire agreement between you and us for the Services and supersedes any and all other written, recorded and oral communications between you and us in connection with the Services.

23. Severance

If any of these Conditions or any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

24. Reliance

You acknowledge that you have not been induced to enter into this Agreement by, nor have you relied upon, any representation, promise, assurance, warranty or undertaking (whether written or oral) by or on behalf of us or any other person save for those set out in this Agreement, except in the case of fraud.

25. No waiver

If you breach these Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions.

26. Survival

Any Conditions which are expressed to survive expiry or termination shall survive expiry or termination of the Agreement however caused.

27. Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this

Agreement.

28. Governing Law and Jurisdiction

28.1 Subject to paragraph 28.2, this Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

28.2 We are a member of Ombudsman Services who offer an independent dispute resolution service. You are entitled to refer any complaint to Ombudsman Services should you deem that we have failed to address a complaint to your satisfaction.

29. Applicable Conditions

29.1 This Agreement will continue in respect of each Service for the Minimum Term applicable to each Service and thereafter unless and until terminated in accordance with this Agreement.

29.2 These Conditions apply to the provision of all Services.

29.3 Where we publish separate conditions for specific Services, both conditions will apply but those conditions will take precedence over these Conditions in the event of inconsistencies between them.

30. Recording Calls

30.1 We reserve the right to record calls for quality of service purposes.

31. Confidentiality

31.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information that party may receive from the other party concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by paragraph 31.2.

31.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with paragraphs 31.1 and 31.3 as if they had given such undertakings directly to the other party; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

31.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

These are the terms & conditions in force at the outset of your agreement. When these terms & conditions are updated we will inform you by email. These terms & conditions can be viewed on our website:

www.abbeyict.com

Abbey ICT Ltd.

Logic House.

Ordnance St.

Blackburn.

Lancashire. BB1 3AE

Telephone 01254 272000

Fax 01254 272001

sales@abbeyict.com

www.abbeyict.com

Company Registration Number - 2412564

Directors: A. G. Wilson, A. D. Botham

DEFINITIONS

32. Definitions

"**Acceptable Use Policies**" means such policies, as we may issue from time to time, of what we regard as acceptable use of our Services.

"**Associated Company**" means any subsidiary or parent company of Abbey ICT Ltd or any subsidiary of Abbey ICT Ltd's parent company (apart from Abbey ICT Ltd itself).

"**Call**" means a signal, message or communication which is silent, spoken or visual on each Line that we agree to provide to you under this Agreement.

"**Conditions**" means these Terms and Conditions and any other Conditions specific to other Services.

"**Consumer Protection List**" means a list published by Ofcom of companies and individuals that have caused serious or repeated harm to consumers or that are under assessment by Ofcom.

"**Contract Renewal**" means an automatic renewal of your contract for a further 24 months after the initial Minimum Term and each subsequent 24 month's renewal thereafter.

"**Data Protection Laws**" means the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data including without limitation UK GDPR.

"**End User**" means a person who is the ultimate user of Services which depend upon the provision of Services to you.

"**Equipment**" means Rental Equipment and/or Sale Equipment.

"**Line**" means a connection to our network or that of our suppliers, whether direct or indirect.

"**Leakage Tariff**" means that where Carrier Pre-Selection (CPS) has been circumvented and calls are carried by BT, then we will recover those costs plus 15%.

"**Minimum Spend**" means in relation to each Service the monthly minimum spend commitment as outlined in the Service Agreement, or the Order Schedule, or the Tariff or otherwise in any agreed tariff plan referred to in the Service Agreement or Order Schedule constituting the minimum amount you agree to pay to us each month for that Service regardless of your actual use of the Service.

"**Minimum Term**" means the minimum initial period of service for each Service as shown on the Service Agreement and Order Schedule, such period to start on the date on which the relevant Service is first made available to you for use. For the avoidance of doubt, unless otherwise agreed the minimum term will be 24 months from your contract commencement date or other such date as may be notified to you in accordance with paragraph 19.2.

"**Not-For-Profit Customer**" means a body for which no more than