

STANDARD TERMS AND CONDITIONS (SUBJECT TO VARIANCE UPON AGREEMENT OF BOTH PARTIES).

Terms and Conditions

DEFINITIONS

'The Company' and 'The Telecoms Audit Bureau' mean 'The Telecoms Audit Bureau Limited'.

'The Act' means the Telecommunications Act 1984 and amendments to The Act that may be made from time to time.

'The Service' means the The Telecoms Audit Bureau Direct Dial Service as listed and described in The Telecoms Audit Bureau product literature and publications issued from time to time.

'Broadband' means any LLU, ADSL, ADSL Max, ADSL2, ADSL2+, FTTC, or any other service providing a connection to the internet.

'CLI' means Calling Line Identity - essentially a telephone number.

1. THE SERVICE

1.1 The Telecoms Audit Bureau undertakes to provide The Customer with access to telephony services and associated products and services. The Customer agrees to use The Telecoms Audit Bureau exclusively for all calls and line rentals during the term of the contract.

1.2 The Telecoms Audit Bureau undertakes to exercise appropriate care in the provision, operation and maintenance of The Service, and warrants fitness for purpose.

2. DURATION

2.1 The Agreement shall come into force on and with effect from the date the Agreement is made, whether it be verbal or in writing.

2.2 The term of this Agreement is sixty months from the date each Service commences for fixed line telephony services and a minimum of 18 months for Broadband unless the service provided is FTTC in which case the minimum term is 24 months from the date the service commences. At the discretion of The Company, an upgrade of Broadband service within the minimum term may result in early termination charges of the initial service being waived. A DSL Cease Fee of £95 + VAT is payable upon termination or transfer of Broadband or FTTC, regardless of whether the minimum term has passed or not.

2.3 Should The Customer cancel or cease using The Service, in whole or in part at any time, prior or subsequent to connection, The Company agrees to accept such cancellation upon one month's written notice and that if the cessation or cancellation of The Service is to be prior to any one sixty months period, The Customer agrees to pay the sum of £3,000 + VAT to cover any programming and administrative costs incurred by The Company in the provision of The Service. In addition, The Customer will be liable for the projected loss of revenue for the remainder of the duration of the contract. Upon transfer or termination of any one CLI (Calling Line Identity), an administration fee of £95 + VAT per CLI is payable by the customer, regardless of whether the minimum term has passed or not.

2.4 If the Company supplies Non-Geographic numbers to the Customer free of rental or call charges, the Company reserves the right to charge a monthly rental of £50 + VAT for each non-geographic number in the event of the Customer transferring its outbound telephone services to another supplier.

2.5 No numbers should be advertised or published until tested as working. The Company will accept no liability for any numbers which are allocated and subsequently unavailable from a third party supplier. The Company may enter numbers in Directory listings as may be required from time to time. If the customer chooses not to have its numbers listed, a one-off charge of £25 will be payable to the Company to arrange for the removal of the numbers from future Directory listings.

2.6 In the event of the Customer transferring supplier prior to the expiration of the Agreement and wishes to reinstate its service, the Customer agrees to pay £250 + VAT per line in order for the service to be reinstated.

2.7 If the customer has had any services installed or supplied free of charge which would normally attract an installation charge, the customer agrees to pay for the installation in the event of the customer wishing to transfer supplier before the expiration of any sixty-month period. This also applies to any rental charges which may have been waived during the period of usage.

2.8 The agreement is exclusive. Should the customer wish to cease any part of the service prior to the expiration of the agreement, the Company may at its discretion suspend or cease all services supplied to the customer without notice.

2.9 Should the Company have reason to believe that it may not receive payment for services provided, including but not limited to seeing a change in the customer's credit rating, the Company reserves the right to suspend or cease all services without notice. The Company may then request a deposit equivalent to three months' invoices plus any outstanding invoices before any service is reinstated.

3. USE OF THE SERVICES

3.1 The Customer shall be responsible for the safe custody and safe use of The Service and any related equipment after installation or implementation of The Service and in particular The Customer undertakes:

- a) Not to allow any attachment other than those approved for connection under The Act to be connected to The Service.
- b) Not to contravene The Act or any other relevant regulations or licenses.
- c) Not to allow any other company to interfere with The Service or implement their own facility without the express written approval of The Company.

3.2 Customer apparatus shall at all times conform to the relevant standard or standards (if any) for the time being designated under The Act and The Company shall not be under any obligation to connect or keep connected any Customer apparatus if it does not conform or if in the opinion of The Company it is liable to cause death, personal injury, damage or to impair the quality of any services provided by The Company.

3.3 The Customer undertakes to use The Service in accordance with The Act, and any license granted there under without limitation. The Customer undertakes to use its reasonable endeavours not to use The Service:

- a) As a means of communication for a purpose other than that for which The Service is provided, and
 - b) For the transmission of any material which is defamatory, offensive or of an abusive or obscene or menacing character.
- 3.4 The Customer shall not assign or delegate or otherwise deal with all or any of its rights and obligations under the Agreement without The Company's prior written consent not to be unreasonably withheld.

4. ACCESS TO PREMISES AND PROVISION OF INFORMATION

4.1 To enable The Telecoms Audit Bureau to exercise its obligations under this Agreement:

- a) The Customer shall permit or procure permission for The Telecoms Audit Bureau and any other person(s) authorised by The Telecoms Audit Bureau to have reasonable access to the premises and the appropriate connection points and shall provide such reasonable assistance, as The Telecoms Audit Bureau shall request.
- b) The representative of The Telecoms Audit Bureau will normally carry out work, by appointment and during normal working hours, but may request The Customer to provide access at other times.
- c) At The Customer's request, The Telecoms Audit Bureau may agree to work outside normal working hours and The Customer shall pay The Telecoms Audit Bureau' reasonable charges for complying with such a request.
- d) Should The Customer relocate within the term of the agreement, The Customer shall notify The Telecoms Audit Bureau at least 15 days before moving. The Customer shall also provide The Telecoms Audit Bureau with the necessary information to enable The Telecoms Audit Bureau to implement The Service at the new site.
- e) Should the customer have LCR programming on its telephone system, it will arrange for its maintainer to remove it. Any charges for such work will normally be refunded by The Telecoms Audit Bureau unless they are deemed to be excessive.

4.2 If The Customer requests maintenance or repair work, which is found to be unnecessary, The Customer shall pay for any costs incurred.

4.3 The Customer agrees to place all new lines and/or sites requiring telephony services with the Company and will allow additional facilities to be added under the same terms and conditions as contained herein. The Telecoms Audit Bureau will transfer all numbers that form part of this agreement to BT Wholesale line rental and/or LLU as and when it becomes available. All new and existing ISDN and Multi Line installations are installed on a minimum 5 year supply contract basis. LLU is supplied on a minimum term of 18 months.

4.4 The Customer shall not at any time provide copies in whole or in part of any call data that has been provided by the Company to any third party, without the express written permission of the Company. In the event of the Customer providing such information to a third party without the required permission, the Customer agrees to pay the Company £250 + VAT for use of that data.

5. SUSPENSION OF SERVICE

5.1 The Telecoms Audit Bureau may at its discretion elect to suspend forthwith provision of The Service until further notice without compensation on notifying The Customer either verbally (confirming such notification in writing) or in writing in the event that:

- a) The Customer is in breach of a material term of this Agreement.
- b) The Telecoms Audit Bureau may be obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authority.

5.2 The Customer shall reimburse The Telecoms Audit Bureau for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of The Service as appropriate. This shall be a minimum cost of £350 + VAT. This shall not apply where the suspension is implemented otherwise than as a consequence of breach, fault or omission of The Customer.

6. LIABILITY

6.1 Nothing in this Agreement shall exclude or restrict The Telecoms Audit Bureau' liability for death or personal injury resulting from the negligence of The Telecoms Audit Bureau or of its employees in acting in the course of their employment.

6.2 In the event that the The Telecoms Audit Bureau service is delayed in being activated, or fails to operate or The Customers call traffic is routed via another carrier, The Telecoms Audit Bureau shall not under any circumstances have any liability whatsoever for either that carrier's charges or for any losses.

6.3 The Telecoms Audit Bureau shall not be liable to The Customer in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever.

6.4 Subject as mentioned in this clause 6 the liability of either party in contract tort or otherwise arising out of or in connection with the non-performance of either party's obligation under this agreement shall be limited to £1,000 for any one incident or series of incidents and £2,000 in aggregate.

6.5 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 including without limitation any act of God, inclement weather, failure or dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authority, production or supply of services by third parties.

7. CHARGES AND PAYMENT

7.1 The Customer agrees to settle all invoices within 14 days of the date of invoice by Direct Debit. Disputes to invoices must be supplied in writing within 7 days of issue otherwise acceptance is implied. The Company may instruct a third party to invoice customers on its behalf.

7.2 Usage charges will be at the agreed The Telecoms Audit Bureau price list subject to a monthly minimum charge of £10 + VAT per line.

7.3 The Customer agrees to pay any connection and rental charges, which may be subject to change from time to time. Any changes will be notified at www.tariffaudit.com as and when necessary. Any non-geographic telephone numbers will be

subject to a minimum monthly rental charge of £50 + VAT per month in the event of the Customer not using the Company exclusively for all other telephone services.

7.4 The Telecoms Audit Bureau intend that there will be no price increase in usage charges during the term of this agreement. However, The Telecoms Audit Bureau reserves the right to increase charges if necessary.

7.5 The Customer shall pay an annual Directory Entry charge of £25 + VAT in advance each January for each site.

7.6 The Telecoms Audit Bureau shall arrange for the preparation and submission of bills for usage charges in such form and manner as shall be agreed between The Telecoms Audit Bureau and The Customer. Usage charges payable shall be calculated by reference to data recorded or logged by The Telecoms Audit Bureau and not by reference to any data recorded by The Customer.

7.7 The Telecoms Audit Bureau reserves the right to charge daily interest on amounts outstanding 14 days after invoice until payment in full is received, at a rate equal to 5 per cent per annum above the National Westminster Bank Base Lending Rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this agreement.

7.8 All prices are quoted exclusive of VAT.

8. TERMINATION

8.1 Notwithstanding anything to the contrary expressed or implied in this agreement, either party (without prejudice to its other rights) may terminate this agreement forthwith in the event that:

- a) 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 into 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, administrator or to make a winding up order; or
- b) The other party is in breach of a material term of this agreement and upon being given notice of that breach in writing fails to remedy that breach within 14 days.

8.2 Notwithstanding anything to the contrary expressed or implied in this agreement, The Telecoms Audit Bureau (without prejudice to their other rights) may terminate this agreement forthwith in the event that any licence under which The Customer has the right to run its telecommunication system and connect it to the The Telecoms Audit Bureau system is revoked, amended or otherwise ceases to be valid.

9. GENERAL

9.1 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other agreements and representations 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 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 of any other right on any later occasion.

9.3 Any notice, invoice or other documents which may be given by The Telecoms Audit Bureau under this agreement shall be deemed to have been duly given if left at or sent by post to an address notified to The Telecoms Audit Bureau in writing by The Customer as an address to which notices, invoices or other documents may be sent, or The Customers usual or last known place of abode or business, or if The Customer is a limited company, its registered office.

9.4 The Telecoms Audit Bureau' address for The Service of any notice by The Customer under this agreement shall be such address as is shown on the last invoice rendered to The Customer or such address as The Telecoms Audit Bureau may prescribe for that purpose. This does not include e-mail addresses.

9.5 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.

9.6 Wherever appropriate, The Customer duly authorises The Telecoms Audit Bureau or its representatives to reprogram and/or remove existing equipment, in order to provide The Service. The Customer duly authorises The Telecoms Audit Bureau to register any of The Customer's telephone numbers (CLI's) with any carrier.

9.7 If the Customer has a history of making payments later than the terms agreed and wishes to transfer to another supplier, the Company reserves the right to request a deposit equal to the total of the previous 3 months invoices, the balance of which to be repaid to the Customer after the final invoice has been produced.