

Windsor Telecom PLC Standard Terms & Conditions

1 PROVISION OF SERVICES

- 1.1 WT agrees to use reasonable endeavours to provide the Services to the Customer on the terms and conditions of this Agreement provided that WT has accepted the Order. To the extent that there is any conflict between the terms of any Customer Order Form and these terms and conditions the terms of such Customer Order Form shall prevail.
- 1.2 It is estimated that the commencement date of the Services will be no more than five (5) working days after acceptance by WT of the Order. WT will notify the Customer if this is not the case, but time is not of the essence for the provision by WT of the Services and WT will have no liability for failure to meet any proposed commencement date or any other date in this Agreement.
- 1.3 The Minimum Period for each Service commences on the date of the initial connection of that Service. This Agreement will continue after the expiry of the Minimum Period unless and until terminated in accordance with clause 12.
- 1.4 The Services are supplied subject to all limitations of the Telecommunications Network including the risk of imposed prefix or number changes. In particular WT is unable to guarantee that all or any overseas systems will be able to access or be accessed by the Customer using the Telephone Number or that telephone keypads used on such systems will use the same alphanumeric combinations as are currently used in the UK.
- 1.5 Each Order will with these terms and conditions comprise a separate Agreement between the parties unless the Order specifies that it is an amendment to an existing Agreement.
- 1.6 Where an Order covers more than one Telephone Number each Telephone Number shall be deemed the subject of a separate and severable contract.
- 1.7 Where the Customer's name or if applicable company registered number on the Customer Order Form is incorrect or incomplete, the Customer agrees that WT may treat as being the Customer the individual or organisation that paid the Initial Service Charge for the Services.

2 EQUIPMENT

- 2.1 The Equipment is owned by WT, its suppliers or licensors, and no title in any of WT's Equipment will pass to the Customer under this Agreement. WT grants the Customer a non-exclusive licence to use the Equipment at the premises specified in the Customer Order Form whilst the Services to which the Equipment relates are being provided to the Customer under this Agreement.
- 2.2 Where the Equipment is being provided for use at the Customer's site the Customer will be responsible for its maintenance and prompt return to WT on the termination of the Services.
- 2.3 Unless WT agrees otherwise, the Customer will be responsible for the installation of any Equipment.
- 2.4 Where WT installs the Equipment the Customer grants WT and its agents a right of access to its site, on reasonable notice, to install the Equipment and in all cases to inspect, test, maintain or otherwise deal with the Equipment and to recover it in the event that the Customer fails to return it on request.
- 2.5 Risk in respect of Equipment will pass to the Customer on delivery of the Equipment to the Customer and the Customer shall obtain and maintain all risks insurance cover sufficient to protect WT's interests in relation to the Equipment.
- 2.6 The Customer will indemnify WT against any claims, proceedings or threatened proceedings from third parties (including WT customers) and against any loss or damage suffered by WT arising from the Customer's use of the Equipment where such claims and/or losses arise from the acts or omissions of the Customer or of its agents or subcontractors, and for all costs and expenses reasonably incurred by WT in investigating and defending itself in relation to any such claims or proceedings or threatened proceedings.

3 CUSTOMER EQUIPMENT

- 3.1 Except as expressly set out in this Agreement, the Customer shall be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and make use of the Services.
- 3.2 The Customer shall ensure that its telecommunications equipment conforms at all times with the relevant standard designated by all relevant legislation and all applicable regulations, instructions and orders. WT shall not be under any obligation to connect or keep connected any Customer Equipment if it does not so conform or if in WT's reasonable opinion it is liable to cause death, personal injury or damage to property or to impair the quality of the Services or to put WT in breach of its licences or its obligations to any third party.
- 3.3 Where the Customer Equipment is located at a WT Site the Customer will remain fully responsible for the risk to the Customer Equipment.
- 3.4 The Customer undertakes (if required in writing by WT to do so) to obtain and maintain the following insurance in respect of the Customer Equipment:
 - 3.4.1 cover in an amount equal to the full replacement value of the Customer Equipment against fire, theft, accidental damage and all other risks; and
 - 3.4.2 public liability insurance with cover in an amount that is reasonably satisfactory to WT, and on request to provide WT with certificates of cover in respect of the required insurance and evidence of payment of premiums.
- 3.5 The Customer is responsible for:
 - 3.5.1 ensuring that the Customer Equipment meets the minimum technical specifications as notified by WT required to be compatible with the Services;
 - 3.5.2 ensuring that the Customer Equipment is supplied and maintained in a safe condition, in good working order and that it complies with all applicable legislation or regulations;
 - 3.5.3 obtaining all required licenses or other consents to enable WT to have access to and use of the Customer Equipment for the purpose of providing the Services including, but not limited to, any license rights in respect of software which forms a part of the Customer Equipment. The Customer is solely responsible for any costs associated with obtaining such licenses and consents; and
 - 3.5.4 delivering the Customer Equipment to the WT Site prior to the commencement of this Agreement and promptly removing it from the WT Site on the termination of this Agreement. The Customer is solely responsible for transportation, installation and de-installation costs associated with the Customer Equipment.
- 3.6 WT shall have a lien over any Customer Equipment to secure all sums due and unpaid under this Agreement and the Customer will not be entitled to remove the Customer Equipment from the WT Site unless and until WT have received all outstanding sums due to it.
- 3.7 WT reserves the right to relocate the Customer Equipment to an alternative WT Site on giving to the Customer reasonable notice.
- 3.8 The Customer shall indemnify WT against any claims, proceedings or threatened proceedings from third parties and against any loss or damage suffered by WT arising from its possession or use of the Customer Equipment or from the location of the Customer Equipment at the WT Site, and for all costs and expenses reasonably incurred by WT in investigating and defending itself in relation to any such claims, proceedings or threatened proceedings.

4 SERVICE FAILURES

- 4.1 WT will use reasonable endeavours to provide the Services but WT shall not be liable for any Service Failure resulting from factors outside WT's control. In particular WT is not responsible for the operation of the Telecommunications Network.
- 4.2 WT does not guarantee that the Services will be continuously available to the Customer or free from Service Failures.
- 4.3 The Customer shall promptly report to WT's helpdesk referred to in clause 5.2 any Service Failure it experiences (receipt of which will be logged by WT), giving sufficient information to enable WT to investigate the claim.
- 4.4 If no Service Failure is found after such investigation, the Customer shall pay such charges as may be notified from time to time in respect of reasonable costs and expenses incurred.
- 4.5 Where any Service has been unavailable to the Customer for a continuous period of more than seven (7) days (the "Unavailable Period") and not as a result of any action or omission of the Customer or any event beyond the reasonable control of WT, the Customer may apply to WT for a rebate of any time based Charges in respect of the Unavailable Period (from the time the fault report is logged by WT until the Service is restored) and WT shall allow the Customer a proportionate rebate of such time based Charges and may credit such amount against

subsequent invoice(s). WT shall have no other liability for failure or unavailability of the Telecommunications Network.

5 WT'S RIGHTS AND OBLIGATIONS

- 5.1 WT reserves the right from time to time to improve or alter the Services as it deems appropriate, provided that such changes do not substantially change the nature of the Services.
- 5.2 WT will provide an after sales service and help desk contactable by telephone as may be notified from time to time.

6 CUSTOMER RESPONSIBILITIES

- 6.1 The Customer shall at all times:
 - 6.1.1 comply with any reasonable directions or instructions (including requests for assistance or information) issued from time to time by WT in connection with the Services or any of them;
 - 6.1.2 pay WT's Charges under this Agreement on or before the due date for payment without set off or deduction;
 - 6.1.3 ensure insofar as is possible that the Telephone Numbers are not used in any unlawful, improper or damaging manner;
 - 6.1.4 indemnify and hold harmless WT against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the Services or other breach of the Agreement and all costs and expenses reasonably incurred by WT in investigating and/or defending itself in relation to any such claim or proceedings;
 - 6.1.5 indemnify and hold harmless WT against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from a claim by a third party where the third party claims it has the right to prevent the Customer from using the Telephone Number;
 - 6.1.6 provide all information and assistance reasonably required by WT to enable WT to perform its obligations under this Agreement, including providing or procuring access to the Customer's premises and a suitable and safe working environment; and promptly notify WT if it becomes aware of any threat to the security of the Services.
 - 6.2 The Customer shall not use the Services in any way which would:
 - 6.2.1 contravene the Acceptable Use Policy (where applicable);
 - 6.2.2 compromise the security of the Equipment or other systems, including by introducing viruses or failing to employ appropriate security procedures;
 - 6.2.3 enable or permit unauthorised access by the Customer or third parties to data stored on the Telecommunications Network;
 - 6.2.4 contravene or cause WT to contravene any Regulation;
 - 6.2.5 be for any improper, immoral or unlawful purpose;
 - 6.2.6 enable or permit unauthorised access to any data stored on any Telecommunications Network;
 - 6.2.7 cause a degradation of service to any other customer of WT;
 - 6.2.8 involve the sending of unsolicited marketing or advertising materials;
 - 6.2.9 result in the transmission or storage of any material or a pornographic, obscene, defamatory, menacing of offensive nature or material which is a nuisance, hoax, abusive, racist or indecent or which would result in the breach of any third party's Intellectual Property Rights, confidential information or privacy;
 - 6.2.10 breach or cause WT to breach any applicable data protection legislation including, but not limited to, the Data Protection Act 1998;
 - 6.2.11 cause any overload of any Telecommunications Network without providing WT with reasonable notice; or
 - 6.2.12 cause WT to lose or breach any authorisation by which it is authorised to provide the Services.
 - 6.3 The Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means that it judges appropriate.
- 6.4 To enable WT to perform its obligations under this Agreement, the Customer shall obtain all requisite licences, consents and permissions and permit or procure permission for WT, its agents or subcontractors to have access to the Customer's premises and shall provide such reasonable assistance and information as WT requests from time to time.
- 6.5 WT will routinely work during normal office hours. Any request by WT to carry out work at other times may be refused by the Customer. Any request by the Customer that WT carry out work at other times may be refused by WT, but if accepted such work will be charged to the Customer at WT's then current standard rates.
- 6.6 In the case of the customer holding an 084 / 087 number with Windsor Telecom, there is an obligation by the customer to publish the service charge of that number wherever the number is advertised. It should be in the format of 'Calls will cost Xppm plus your phone company's access charge'. Full details including service charges by number range can be found at <http://www.windsor-telecom.co.uk/simplifying-ngn.php>

7 CHARGES AND PAYMENT

- 7.1 The Connection Charge and the Initial Service Charges are payable on completion of the Customer Order Form.
- 7.2 Charges are calculated on a monthly basis and are payable within seven (7) days of the date of invoice. WT will provide Customers with a copy of their monthly invoice by posting invoices on the Customer section of the WT website, or otherwise as may be notified to the Customer. Such invoices shall include such minimum level of itemisation as may be prescribed in the Regulations and such further itemisation as the Customer may reasonably require except in relation to any calls made from any Telephone Number which are free of Charge to the Customer, including calls to help lines. If Charges are ascertainable in advance they may be invoiced in advance. In respect of unascertainable future charges WT may require a reasonable security deposit.
- 7.3 Unless otherwise agreed in writing WT requires the Customer to pay all Charges by monthly direct debit. In the event that the Customer is unwilling or unable to pay by WT's chosen automated means, or such automated means are not set up or fail for any reason before WT invoices the Customer, an additional administration charge shall be levied for each invoice paid by any other method. Administration charges may also be added by WT for any Direct Debit returned by the bank as unpaid.
 - 7.3.1 WT reserves the right to amend charges from Monthly to Annual (payable in advance) where monthly payments are not met in accordance with Clause 7.3.
- 7.4 Certain Services (including but not limited to divert to mobile or international) are subject to additional costs which are outside the control of WT. WT shall be entitled to charge the Customer for these Services in accordance with the Charges set out in the Customer Order Form (or on a pass-through basis if no such Charges are specified). Operators may increase their charges to WT from time to time and where any such charges to WT are increased it shall forthwith advise the Customer and be entitled to increase its Charges for the relevant Services accordingly. For the avoidance of doubt divert to mobile charges imposed by WT shall be in accordance with the charges of the network of the range holder for the target destination number.
- 7.5 WT shall be entitled to recover from the Customer any charges levied on WT in respect of calls made to any of the Telephone Numbers from a public payphone. WT will use reasonable endeavours to notify the Customer in the event that such charge varies from time to time.
- 7.6 Overdue payments shall be subject to interest at an annual rate equal to the statutory interest rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgement.
 - 7.6.1 Where third party debt collection services are used, overdue payments will be subject to additional commission charges levied by the debt collection agency.
 - 7.7 Charges are exclusive of Value Added Tax which will additionally be payable at the applicable rate(s).
 - 7.8 WT shall in respect of each Service be entitled to review and vary from time to time the Charges and introduce new charges. Without prejudice to clause 7.4 the varied or new charges shall take effect no earlier than two (2) weeks after notification to the Customer.
 - 7.9 Charges may also be imposed in the following circumstances brought about by a Customer request for:
 - 7.9.1 change to service configuration such as (but not limited to) change of target destination, upload of new audio files and change to service features;
 - 7.9.2 change of Operator for any Telephone Number;

- 7.9.3 change of service provider upon termination of this Agreement in respect of any Telephone Number;
- 7.9.4 transfer of any Telephone Number to another subscriber; or
- 7.9.5 change of any Service, including a change of address or location for the Services.
- 7.10 The Customer shall not dispute the amount of any Operator generated Charges unless and then only to the extent that WT is entitled to dispute such Charges with the Operator.
- 7.11 WT shall be entitled to impose a Charge in the event that the Customer requests and WT agrees, to reconnect the Telephone Number following disconnection under clause 9.
- 7.12 WT shall provide to the Customer call statistics on a monthly basis. The data supplied by the relevant Operator to WT shall be conclusive for the purpose of calculating any such Rebate.
- 7.13 The Customer shall deliver to WT an invoice for the Rebate no later than thirty (30) days after the issue by WT of the notification of Rebate in accordance with clause 7.12. WT shall pay any outstanding Rebate payments within thirty (30) days of the date of the Customer's invoice or (if later) within seven (7) days of the applicable sums being paid to WT by the relevant Operator. The Customer shall not be entitled to submit an invoice later than thirty (30) days after the date of the relevant notification of Rebate nor shall WT be required to pay any such invoice submitted after that period.
- 7.14 WT shall be entitled to withhold any Rebate due to the Customer:
- 7.14.1 upon the suspension of the Service in accordance with clause 9;
- 7.14.2 if WT suspects the Customer is in breach of any term of this Agreement or any other agreement between the parties;
- 7.14.3 if WT suspects the Customer has obtained or increased its entitlement to any Rebate by fraudulent or improper means;
- 7.14.4 if WT has not received the corresponding payment from the Operator;
- 7.14.5 the Operator requires repayment of any payment made to WT in relation to the relevant Service and, if such withheld Rebate is insufficient to make such repayment, the Customer shall pay the balance to WT; or
- 7.14.6 to meet any fines or administrative charges payable by WT to PhonePayPlus in relation to the relevant Service and, if such withheld Rebate is insufficient to make such payment, the Customer shall pay the balance to WT.
- 7.15 WT shall be entitled to set off any Charges due to WT against any Rebate due to the Customer, but the Customer shall have no right to deduct any Rebate from any Charges due to WT, unless otherwise agreed in writing by WT.
- 8 WT'S LIABILITY**
- 8.1 WT does not exclude or restrict any liability to the Customer in the case of fraud or for death or personal injury attributable to its own negligence or that of its employees or agents.
- 8.2 WT shall exercise reasonable skill and care in the provision of the Services.
- 8.3 Except as stated expressly otherwise in this Agreement, in relation to the provision of Services, WT shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms representations and undertakings, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by law.
- 8.4 WT will have no liability for the security of the Customer's use of the Services or for any loss or corruption of any of the Customer's data and the Customer shall be responsible for providing such safeguards as it deems appropriate.
- 8.5 WT shall not be liable for any indirect or consequential losses, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated sales profits or savings, goodwill, business contracts or losses resulting from third party claims.
- 8.6 Subject to clause 8.1, in no circumstances shall WT's liability to the Customer of any nature arising out of or in connection with this Agreement exceed ten thousand pounds sterling (£10,000) for a single incident or series of related incidents.
- 9 SUSPENSION OF SERVICES**
- 9.1 Without prejudice to its rights under clause 12.1, WT may suspend all or part of the Services or any of them for so long as reasonably required or disconnect any Telephone Number at any time subject to clause 9.3 if:
- 9.1.1 the Customer has not paid all or any part of any invoice for the Services in accordance with clause 7 within fourteen (14) days from receiving written notice from WT that it is due and demanding payment;
- 9.1.2 the Customer is in material breach of this Agreement or any other agreement between the parties;
- 9.1.3 WT has reasonable cause to believe that the Customer or any third party is acting in breach of the Acceptable Use Policy;
- 9.1.4 technical limitations exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services;
- 9.1.5 if and to the extent that in WT's opinion the Customer's conduct is likely to result in the breach of any law or is otherwise prejudicial to WT's interests;
- 9.1.6 the Customer acts in such a way or permits anything to be done which, in the reasonable opinion of WT, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network;
- 9.1.7 required to do so directly or indirectly by law, the Operator, OFCOM or PhonePayPlus or under any Regulation;
- 9.1.8 such action is required for modification or maintenance or in cases of emergency; or
- 9.1.9 WT has reason to believe the Services are being used for unlawful, fraudulent or improper purposes.
- 9.2 In the case of any proposed disconnection pursuant to clause 9.1, WT shall give the Customer due notice of any consequent service interruption or disconnection and, except in cases of fraud, persistent late payment or non-payment, any such service interruption shall be restricted, as far as technically feasible, to the Service concerned. In other cases, WT shall give, as far as technically feasible, such notice as is reasonable in the circumstances.
- 9.3 The Customer shall remain liable for all Charges during any period of suspension or disconnection attributable to the actions or omissions of the Customer and for any subsequent reinstatement or re-connection.
- 10 DATA PROTECTION ACT**
- 10.1 Information that the Customer provides to WT about private individuals relevant to WT's dealings with the Customer will be stored within WT's computer system and manually for so long as may be necessary to provide the Services and until any Charges cannot be lawfully challenged, subject to any maximum and/or minimum periods prescribed by any Regulation.
- 10.2 For the purpose of the Data Protection Act 1998 (the "Act") WT will only use such information for legitimate purposes, including:
- 10.2.1 communicating with the individuals concerned as necessary in connection with the Customer's dealings with WT;
- 10.2.2 communicating with the Customer in connection with WT's services generally;
- 10.2.3 providing it to the Operator to enable the provision of the Services or to third parties as required by the Customer or by law or as necessary in connection with the Customer's dealings with WT (including for inclusion in publicly available directories). Those third parties may be outside the European Economic Area;
- 10.2.4 providing it to licensed credit-reference agencies for credit checks to be undertaken; or
- 10.2.5 providing it to the police and other enforcement agencies for the investigation of fraudulent, criminal, terrorist or other illegal activities.
- 10.3 By giving WT that information the Customer consents to WT holding, using and disclosing it for those purposes.
- 10.4 WT is permitted under the Act to hold and use personal data for the purposes specified above. It will not process such data provided by the Customer otherwise than for those purposes or as otherwise required by the Customer.
- 10.5 WT confirms that it will comply with the Seventh Data Protection Principle under the Act (data security) in relation to all personal data supplied by the Customer.
- 11 TERMS OF THIS AGREEMENT**
- 11.1 WT may at any time amend the terms of this Agreement:
- 11.1.1 On giving not less than one month's notice to the Customer such notice to be sent to the Customer by email or letter; or
- 11.1.2 with immediate effect on giving to the Customer such notice as is reasonable in the circumstances if so required by Regulation or by PhonePayPlus or OFCOM or any other relevant authority, or to reflect changes to any relevant contract with an Operator.
- 11.2 The Customer will be bound by such amended terms if it continues to use the Services after the date of any such amendment, save that the Customer may by not less than one (1) month's counter-notice expiring on or before the date of the change terminate this Agreement.
- 12 TERMINATION**
- 12.1 WT may terminate this Agreement by giving the Customer not less than one (1) month's written notice expiring at or after the end of the Minimum Period. The Customer may terminate this Agreement in accordance with clause 12.3.
- 12.2 Without limiting the generality of clause 12.1, WT may terminate this Agreement as a whole or in part immediately by notice in writing to the Customer if:
- 12.2.1 the Customer is in material breach of any of the terms of this Agreement which cannot be remedied, or in material breach which can be remedied but is not remedied within thirty (30) days of the date of written notice from WT specifying the breach and requiring it to be remedied, or commits persistent breaches of the Agreement;
- 12.2.2 the Customer fails to pay any sum and WT has the right to suspend or disconnect under clause 9.1, subject to clause 9.2;
- 12.2.3 the Customer refuses to pay sums due under the Agreement in advance following a request by WT in the event that the customer has previously failed to pay a sum due under the contract or has paid such sums late;
- 12.2.4 the Customer (being an individual) becomes bankrupt or is unable to pay his debts within the meaning of ss 267 and 268 Insolvency Act 1986 or (being a company) becomes insolvent or goes into liquidation either voluntary or compulsory (other than for the purposes of reconstruction or amalgamation) or is wound up, or an administrator, receiver or administrative receiver is appointed over all or any assets of such company or an encumbrancer takes possession of all or any such assets;
- 12.2.5 any licence, permission, agreement or authorisation granted to the Customer, the Operator or to WT necessary for the provision of the Services is suspended, revoked or terminated; or
- 12.2.6 WT is unable to recover from the Operator revenue payments due to the Customer.
- 12.3 Subject to clause 17, the Customer may terminate this Agreement, as a whole or as it relates to any Telephone Number or any Service, as applicable:
- 12.3.1 at any time, but subject to
- (a) giving a minimum of thirty (30) days' prior written notice to expire at the end of the Minimum Period, or any anniversary thereof; and
- (b) the Customer having paid all outstanding sums due under the terms of this Agreement;
- 12.3.2 upon the transfer of the Telephone Number the subject of the Agreement to another Operator or service provider (pursuant to clause 17.4);
- 12.3.3 in accordance with clause 11.2; or
- 12.3.4 immediately by written notice if WT is in material breach of this Agreement which is not remedied within thirty (30) days of the date of written notice from the Customer specifying the breach and requiring it to be remedied.
- 12.4 Any termination of this Agreement shall be without prejudice to the rights of either party accrued to the date of termination.
- 12.5 If the Customer terminates the Agreement in whole or in part under clause 12.3.1 or 12.3.3, the Customer shall be liable to pay WT any compensation for the Loss Of Revenue due in respect of the period from the date of termination to the expiry of:
- (a) the Minimum Period (if still current at the time of termination); or
- (b) (if the Minimum Period is no longer current at the time of termination) any subsequent twelve (12) month period which commenced at the expiry of the Minimum Period (or subsequent anniversary thereof), together with any termination charges specified in the Customer Order Form or otherwise notified to the Customer.
- 12.6 On termination of this Agreement for whatever reason, each party shall promptly return to the other any property or information belonging to such other party.
- 13 NOTICES**
- 13.1 WT shall address all invoices and serve any notices on the Customer pursuant to this Agreement electronically, in writing or by post to the address set out in the Order or the Customer's registered office or any other address provided by the Customer for this purpose. The Customer shall be responsible for notifying WT of any change in the Customer's contact details and WT shall not be liable for any loss, expense or damage suffered or incurred by the Customer resulting from any failure by the Customer to notify WT of any change of contact details.
- 13.2 The Customer shall address all invoices and serve any notice pursuant to this Agreement by post on WT at its address specified on the Customer Order Form.
- 13.3 All posted documents shall be deemed served forty-eight (48) hours after posting.
- 13.4 The Customer shall be deemed to have received notification of any information on WT's applicable prices and tariffs and on WT's standard terms and conditions from time to time in respect of access to and use of the Services which are sent to the Customer or published by WT on its website or otherwise made generally available to its customers.
- 14 CONFIDENTIALITY**
- 14.1 Neither party shall disclose to any third party without the prior consent of the other party any confidential information which is received from the other party as a result of this contract. Both parties agree that any confidential information received from the other party will only be used for the purposes of providing and receiving Services. These restrictions do not apply to any information which:
- 14.1.1 was or becomes generally available to the public other than as a result of a breach of an obligation under this clause 14;
- 14.1.2 was acquired by a third party owing no obligation of confidence in respect of the information; or
- 14.1.3 was known to a party before the information was disclosed to it by the other party.
- 14.2 Notwithstanding clause 14.1 WT will be entitled to disclose the Customer's confidential information to a third party to the extent required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such confidential information.
- 15 INTELLECTUAL PROPERTY**
- 15.1 Except as expressly set out in this Agreement, all Intellectual Property Rights in WT's Equipment will remain with WT or WT's suppliers or licensors.
- 15.2 Where Software is provided to enable the Customer to make use of the Services, WT grant to the Customer a non-exclusive non-transferable licence to use the Software solely for the purpose of receiving the Services. Where any additional terms and conditions apply to its use of Software WT will make these known to the Customer and the Customer will, if requested, sign any agreement reasonably required to protect the owner's rights in the Software.
- 15.3 The Customer will not copy, decompile or modify the Software without WT's prior written consent (except as permitted by law) and will not distribute or disclose the Software to any third party.
- 15.4 The Customer acknowledges that WT has no obligation to review or edit any of its information or third party information which the Customer stores on or transmits through the Equipment or uses in connection with the Services. However, WT reserves the right to access, retain and disclose copies of such information for the purposes of:
- 15.4.1 correcting, maintaining and improving the Services;
- 15.4.2 complying with any applicable laws, Regulations, statutory instruments or the terms of WT's licences and contracts;
- 15.4.3 observing the performance of the Services;
- 15.4.4 retaining a record of activity on WT's Equipment or systems;
- 15.4.5 complying with any request for information or disclosure from a court or other appropriately authorised body; or
- 15.4.6 ensuring that the Customer is complying with the Acceptable Use Policy.
- 16 FORCE MAJEURE**
- 16.1 Neither party shall be liable to the other party for any delay in performing or failure to perform any of its obligations under this contract (other than the obligation to pay the Charges) which occurs as a result of circumstances beyond a party's reasonable control (a Force Majeure

Event) including (but not limited to) terrorist attacks, riots, fire, explosion, accidental damage, adverse weather conditions, power failures, non-availability of any third party telecommunication equipment.

- 16.2 If the Force Majeure Event continues for a continuous period of more than three months, then either party may terminate this contract by giving not less than fourteen (14) days' written notice to the other party.

17 ALLOCATION AND USE OF TELEPHONE NUMBERS AND CODES

- 17.1 Where WT allocates to the Customer any telephone numbers or codes as part of the Services, the Customer acknowledges that it will not acquire any legal, equitable or other rights in relation to any numbers or codes.
- 17.2 WT may on giving the Customer notice withdraw or change any such numbers or codes.
- 17.3 The Customer may not sell or transfer or seek to sell or transfer any numbers or codes allocated by WT without the prior written consent of WT.
- 17.4 The Customer may port numbers to WT and may also port numbers to other carriers with whom WT has porting agreements. Any porting is subject to:
- 17.4.1 payment of all outstanding sums due to WT right up until the point the relevant number(s) is/are actually ported to another carrier;
- 17.4.2 payment in respect of any Loss Of Revenue during the:
- (a) remainder of the Minimum Period (if the porting takes place prior to the end of such period); or
- (b) any subsequent twelve (12) month period which commenced at the expiry of the Minimum Period, or subsequent anniversary thereof, (if the Minimum Period is no longer current at the time of termination); and
- 17.4.3 the Customer being responsible for ensuring the destination number it supplies to WT is accurate for the purposes of porting.
- 17.5 All Intellectual Property Rights or other rights in any numbers or codes allocated by WT shall at all times, as between WT and the Customer, remain vested in WT.

18 GENERAL

18.1 GENERAL

- 18.1 No delay or failure by WT to exercise any of its rights under these terms and conditions or concession granted shall prevent subsequent enforcement of those rights or constitute an agreement to provide the same concession again.
- 18.2 The Customer acknowledges that it has not been induced to enter into this Agreement by any representations made before or on entering into this Agreement (whether made negligently or innocently or whether oral or written) that are not set out in this Agreement.
- 18.3 The Customer acknowledges that the only remedy it has against WT for any misrepresentation or untrue statement shall be a claim for damages for breach of this Agreement. However, if WT has made any fraudulent representations upon which the Customer has relied, the Customer may pursue WT, and the Customer shall be entitled to all available remedies under English law.
- 18.4 This Agreement shall supersede all prior representations, arrangements, understandings and agreements between the parties relating to the subject-matter contained herein and this Agreement shall constitute the entire, complete and exclusive agreement and understanding between the parties hereto.
- 18.5 No variation of this Agreement or waiver hereunder shall be effective unless agreed in writing by WT.
- 18.6 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in questions shall not be affected as a result.
- 18.7 The Customer shall not assign transfer or sub-contract or try to assign any or all of its rights and responsibilities under the Agreement. WT may sub-contract transfer its rights and obligations hereunder to any third party or transfer the same to a new service provider.
- 18.8 Except as otherwise provided in an applicable Customer Order Form, the Customer shall not resell or otherwise make the Services available to any other person, or sell or transfer any Telephone Number to any third party without the prior written consent of WT, save that the Customer may port any Telephone Number to WT or to any other carrier with which WT has a porting arrangement.
- 18.9 Where two or more persons constitute the Customer their liability is joint and several.
- 18.10 Nothing within this Agreement is intended to create third party rights pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.11 This Agreement is governed by English Law and the English Courts shall have exclusive jurisdiction as regards any dispute.

084, 080, 087 and 03 NUMBER PACKAGES Service Specific Terms and Conditions

These additional terms and conditions, where applicable, form part of and, to the extent of any conflict, take precedence over, the Windsor Telecom plc Standard Terms & Conditions ("Standard Conditions").

1 NUMBERS

These terms and conditions apply to Windsor Telecom's service packages for 0845, 0844, 0800, 0808, 0300, 0303, 0333 and 0330 numbers.

2 CHARGES AND PACKAGE DETAILS

The Charges and package details applicable to the Customer shall be those shown on the website www.windsor-telecom.co.uk at the date the Customer signs up to the Contract or as may be amended by Windsor Telecom in accordance with this Contract.

3 INCLUSIVE MINUTES

Each of the relevant packages contains an inclusive minutes element. The inclusive minutes must be used during the calendar month to which they apply. No inclusive minutes will roll over to the next calendar month.

4 TERM AND TERMINATION

The minimum period for this contract and the Customer termination rights are as set out in the Standard Conditions

Enhanced Rate Services Terms and Conditions

These additional terms and conditions, where applicable, form part of and, to the extent of any conflict, take precedence over, the Windsor Telecom plc Standard Terms & Conditions ("Standard Conditions").

1 ADDITIONAL DEFINITIONS

- 1.1 In addition to the definitions in Standard Condition 19 the following additional definitions shall apply in this Customer Order Form:

"**Enhanced Rate Services**" means services to be provided by or on behalf of the Customer providing information, advice, entertainment or any other services at an enhanced or premium rate by way of a Telephone Number;

"**Revenue**" means sums payable by WT to the Customer in respect of Enhanced Rate Services.

2 ENHANCED RATE SERVICES

- 2.1 The Customer shall:
- 2.1.1 promptly provide WT with an accurate description of the Enhanced Rate Service it intends to provide;
- 2.1.2 prior to providing the Enhanced Rate Service ensure that it obtains all necessary licences, authorities and approval from PhonePayPlus, OFCOM and any other regulatory body relevant to the Enhanced Rate Service and thereafter maintains such licences, authorities and approval for the duration of this Agreement;
- 2.1.3 upon the request of WT provide WT with written evidence of such licences, authorities and approval;
- 2.1.4 notify WT immediately of any intention on the part of the Customer to change the nature of the Enhanced Rate Service and obtain WT's agreement in writing to the proposed change prior to providing the new Enhanced Rate Service;
- 2.1.5 ensure the Enhanced Rate Service:
- 2.1.5.1 complies with all relevant legislation, regulations, guidelines and codes of practice;
- 2.1.5.2 does not include any material which is defamatory, offensive, indecent, threatening or likely to bring WT into disrepute by virtue of its connection with the Customer;
- 2.1.5.3 does not refer to WT or the Operator without their prior approval in writing.
- 2.2 The Enhanced Rate Service may be monitored from time to time by WT in order to ensure compliance with the terms and conditions of this Agreement or by the Operator, PhonePayPlus or any similar authority to ensure compliance with all applicable legislation, regulations, guidelines and codes of practice.
- 2.3 WT will within seven days following request from the Customer block use of any Telephone Number.
- 2.4 WT reserves the right to change or withdraw any Telephone Number for operational reasons on giving as much notice as is practicable in the circumstances.

3 REVENUE

- 3.1 Subject to the terms of this paragraph 3 the Customer shall be entitled to receive Revenue from WT based on the minutes of call time generated by the use of certain Telephone Numbers as recorded in data supplied to WT by the Operator, and notified by WT to the Customer, after the end of the month in which Revenue is accrued, which shall be conclusive for the purpose of calculating Revenue.
- 3.2 The rate at which Revenue shall initially be paid shall be as stated in the Customer Order Form or as subsequently agreed or notified by WT from time to time.
- 3.3 Unless a change to the rate of Revenue is agreed or is proportionate to a change imposed upon WT by the Operator or by Regulation, it shall not take effect earlier than two weeks following notification to the Customer.
- 3.4 The Customer shall deliver to WT an invoice for the Revenue no later than 30 days after the issue by WT of the notification of Revenue in accordance with paragraph 3.1 above. WT shall pay Revenue within 30 days of the date of the Customer's invoice or (if later) within 7 days of applicable sums being paid to WT by the relevant Operator. The Customer shall not be entitled to submit an invoice later than 30 days after the date of the relevant notification of Revenue nor shall WT be required to pay any such invoice submitted after that period.
- 3.5 WT shall be entitled to withhold Revenue due to the Customer upon the suspension of the Service in accordance with Standard Condition 9;

3.6 PhonePayPlus shall be entitled to set off any Charges due to WT against Revenue due to the Customer, but the Customer shall have no right to deduct any Revenue from any Charges due to WT.

4 THIRD PARTIES

4.1 The Customer may allow a third party to use a Telephone Number as part of a managed bureau service provided by the Customer in connection with the provision of Enhanced Rate Services, in which case the Customer shall procure the third party's compliance with the terms of this Agreement and all relevant legislation, regulations, guidelines and codes of practice.

DEFINITIONS

"Acceptable Use Policy" means WT's policy for the use of the Services as revised by WT from time to time;

"Account" means the record of all Charges due from a Customer;

"Agreement" means the agreement between WT and the Customer in respect of the Services comprising the Customer Order Form and these terms and conditions;

"Charges" means: (i) the charges payable in respect of the Services (as amended from time to time in accordance with clause 7.8) as set out in the Customer Order Form or as otherwise notified to the Customer before they are incurred; and (ii) those charges relating to the Customer's actual use of the Telephone Number(s) (i.e. the "call traffic" associated with such Telephone Number(s)), together with all appropriate taxes and any interest due in accordance with clause 7.6;

"Customer" means the party named as such on the Customer Order Form to whom WT agrees to provide Services and by whom Charges are payable;

"Customer Equipment" means any hardware and/or software owned, controlled or licensed by the Customer and provided to WT by the Customer or otherwise made available for the purposes of providing the Services;

"Customer Order Form" means WT's customer order form for provision of the Services completed by or on behalf of the Customer and agreed by WT;

"Equipment" means any hardware and/or software used by WT to provide the Services;

"Intellectual Property Rights" means all copyright, database rights, rights in software, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world now or in the future;

"Loss Of Revenue" means the revenue (including all Charges) which would have been due or which WT could reasonably have expected to have earned until the expiry of the Minimum Period (or expiry of a subsequent twelve (12) month period), and shall be calculated using the average monthly revenue (including all Charges) earned over the previous six (6) months to calculate the estimated monthly revenue for the each

of months remaining until the expiry of the Minimum Period or subsequent twelve (12) month period;

"Lost Revenue Period" has the meaning given in clause 12.5;

"Minimum Period" means the minimum period during which WT shall provide the relevant Service and shall be the period identified as the "Minimum Period" in the Customer Order Form or if no such period is specified twelve (12) months;

"OFCOM" means the Office of Communications;

"Operator" means the provider of access to the Telecommunications Network;

"Order" means a Customer's order for services made on a Customer Order Form;

"PhonePayPlus" means the regulatory body now known as PhonePayPlus and formerly known as the Independent Committee for the Supervision of Standards of Telephone Information Services;

"Porting" or "Port" means to move the end-user's destination number or services from one Operator to another Operator;

"Rebate" means a payment due to the Customer in accordance with the Customer Order Form;

"Regulation" means law or regulation affecting the provision of the Services, including the General Conditions published by OFCOM from time to time, and any applicable or relevant rule or regulation published by PhonePayPlus;

"Service Failure" means any failure, error or defect in the provision of the Services by WT but excludes failures, errors or defects arising from, caused by or contributed to by the Customer's acts or omissions or by third parties including other providers of telecommunications, computers or other equipment or services including internet services or any failure, error or defect arising as a result of causes beyond WT's reasonable control;

"Services" means the services as set out in one or more Customer Order Forms for the Customer or otherwise notified in writing by WT to the Customer;

"Software" means the software provided by WT to the Customer for the purposes of enabling the Customer to use the Services;

"Telecommunications Network" means the public and private telecommunications systems accessed by the Telephone Number or by which the Services are made available;

"Telephone Number" means the telephone number (including "Premium Rate" number as defined by PhonePayPlus from time to time and 0871 numbers if applicable) allocated to a Customer as part of the Services;

"WT" means Windsor Telecom plc (company number 03752620) whose registered office is at Wey Court West, Union Street, Farnham, GU9 7PT; and

"WT Site" means the premises owned or controlled by WT or by its contractor at which any of the Equipment and/or Customer Equipment is located or is to be located.

1. VoIP SERVICE AGREEMENT TERMS & CONDITIONS

Windsor Telecom Plc (WT) agrees to supply the telecommunications service or services indicated ("the Service"), and the authorised legal person named in section 1 of the Contract ("the Customer") agrees to use the Service in accordance with these terms and conditions. The completed Contract and these terms and conditions constitute the entire agreement between WT ("this Agreement") and the Customer.

2. COMMENCEMENT AND DURATION

- 2.1. WT shall use its best endeavours to process the Customer's completed Contract within 24 hours of it being signed by the Customer or its receipt by WT (whichever shall be the later). This Agreement shall not commence until the Contract has been processed. The Customer may at its option cancel this Agreement within 24 hours of completing and signing the Contract at no cost to the Customer, provided that it has not used the account. In the event that the Customer has used the account within this period it shall not be entitled to cancel this Agreement, save in accordance with Condition 13 (Cancellation).
- 2.2. We will supply you with the services in accordance with our conditions and a fully completed customer requirement form, the combination of which will form a service contract between the two parties.
- 2.3. All details specified on the Contract and Customer Requirement Form are based on information supplied by you or collected via a site survey, which may be conducted remotely or on site.
- 2.4. We will use reasonable endeavours to meet any agreed times or dates but you acknowledge that all timeframes are estimates only and that service levels are target service levels only.
- 2.5. This Agreement shall remain in force until the expiry of the Initial Period relevant to the Services specified in the Contract and shall continue thereafter unless or until it is terminated by either the Customer or WT pursuant to Condition 12 (Termination) or it is cancelled by the Customer pursuant to Condition 13 (Cancellation).

3. PAYMENT

- 3.1. Unless agreed in advance in writing with the Customer to the contrary, the prices which WT shall charge to the Customer for the Service shall be as set out in the current WT published price list, which WT may vary by giving the Customer not less than 30 (thirty) days' notice. All quoted prices are exclusive of Value Added Tax which shall be added at the current rate.
- 3.2. WT shall calculate charges by reference to data recorded or logged by WT and not by data recorded or logged by the Customer.
- 3.3. WT shall invoice the Customer on a monthly basis for all charges under this Agreement plus Value Added Tax at the required rate. All WT invoices are payable in full by the Customer within 30 days of the date shown on them without any set off or deduction.
- 3.4. All WT's charges pursuant to this agreement must be paid by variable direct debit from a current account maintained by the Customer at a UK branch of a bank or building society.
- 3.5. If any direct debit or payment collection by the Company is unsuccessful, the Customer will pay an administration charge of £15.
- 3.6. In the event of any dispute as to charges, WT's records shall, in the absence of any evidence as to fraud, be conclusive evidence of the charges which are to be paid by the Customer hereunder.

4. CUSTOMER RESPONSIBILITIES

- 4.1. The Customer undertakes to use the Service in accordance with these terms and conditions, such conditions as may be notified in writing to the Customer by WT from time to time and at all times in accordance with the relevant provisions of the Telecommunications Act 1984, the Communications Act 2003 and any rule or regulation made under them, any other applicable laws and regulations, directions given by the Secretary of State, the Director General, Ofcom or any other competent person or authority and any licence which governs the operation or use by the Customer of a telecommunications system ("the Rules").
- 4.2. The Customer will ensure that the Service is not used:
 - a) as a means of communication for a purpose other than that for which the Service is provided; or
 - b) for the transmission of any material which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character; or
 - c) in a manner which constitutes a violation or infringement of the rights of any other party.
 - d) Using the Service for unsolicited calls and/or transmitting unsolicited fax or voicemail advertisements is regulated by the Privacy and Electronic Communications Regulations 2003 (the "Privacy Regulations"). The Customer shall not use the Service for any unsolicited communications or advertisements. If the Service is used for any unsolicited communications in breach of the Privacy Regulations or any other applicable laws, WT may immediately terminate the right to use the Service without liability of any kind.
- 4.3. The Customer is responsible for ensuring that any transfer, migration or porting from WT to another service provider is effected by such service provider on the correct date.
- 4.4. The Customer hereby indemnifies WT against all liabilities, claims, damages, losses and expenses arising from any breach of its obligations as prescribed in this Condition 4.
- 4.5. The Customer shall obtain all third party consents, licenses and rights reasonably required in order to allow WT or its sub-contractors to provide the Service and be responsible for complying with any applicable law, statute, regulation or code of practice in relation to the Service.
- 4.6. The Customer is solely liable made by any transactions or activities that occur on the account by them or anyone else. The Customer will immediately inform WT of any unauthorised use of the Account or if any other breach of security has occurred. In no event shall WT be liable for any unauthorised use of your Account.

5. SERVICE

- 5.1. Upon signing up for the service, The Customer agrees to provide to WT your true accurate and complete business name, administrator name, billing address, the addresses where the where the Services will be used, 999/112 registered address for each applicable device (which you agree to keep current), email address and contact details (collectively, "Registration Data"). The Customer warrants that the information provided is accurate, current and complete, and agree to promptly update any of the information if it changes.
- 5.2. The Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 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 connectivity to the internet for whatever reason. In such circumstances, you should use a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making the call.
- 5.3. WT reserves the right, in its sole discretion, to block access to certain international phone numbers in countries that are frequently implicated in fraudulent calls ("Blacklisted Destinations").

6. CUSTOMER'S EQUIPMENT

- 6.1. The Customer undertakes that any Customer telecommunications apparatus shall be in good working order and conforms at all times to the relevant standard or approval under the Rules, and the Customer shall at all times comply with the conditions of such standard and approval. WT will not be under any obligation to connect or keep connected any such equipment which they reasonably believe does not conform to the provisions of any applicable requirements. The Customer is responsible at all times for the safety and safe custody of such equipment and for the safe use of it and the Service.
- 6.2. To enable WT to fulfil its obligations under this Agreement the Customer shall permit or procure the permission for WT and its authorised representatives to have access to the Customer's premises and shall provide WT with such reasonable access as WT shall request. WT will normally require access only during normal working hours but may, on reasonable notice, require access at other times in order to ensure the provision of the

Service. At the Customer's request, WT may agree to work outside its normal working hours provided that the Customer reimburses WT its reasonable charges for complying with such request.

- 6.3. The Customer duly authorises WT, its dealers, agents or personnel to reprogram and/or remove existing access equipment as may be necessary in order to provide the Service. It is the Customer's obligation to follow WT's recommendation or its authorised representative's specifications regarding any construction work at the Premises necessary for the installation of the equipment or reprogramming of the Customer's telephone system for the Customer's use of the Service. The Customer shall provide such reasonable assistance as WT shall request.
- 6.4. WT reserves the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair work, which in WT's reasonable opinion, is considered unnecessary. If Customer equipment is programmed for IDA to route calls over any network which is not supplied by WT, WT reserves the right to increase its line rental by 20 per cent of the relevant current tariff.
- 6.5. The Customer MUST ensure all equipment connected to or used in conjunction with the Service remains secure, and is fully responsible for any use of the Service how so ever that use may occur, including but not limited to fraudulent use by third parties.

7. EQUIPMENT SUPPLIED

- 7.1. All Equipment Supplied by WT not purchased outright by the Customer, which has been provided to the Customer for use on the Customer's premises on a rental basis as indicated on the Contract, or provided free of charge shall at all times remain the property of WT.
- 7.2. Subject to written agreement with WT, the Customer shall have the right to transfer ownership of the equipment to the Customer upon termination of the Rental period.
- 7.3. Telephones purchased outright by the customer become the property of the customer, along with any manufacturer warranty, which remains the responsibility of the original manufacturer only. In the event of a faulty handset, if the visit of an engineer is requested, this will be a chargeable service and the charge will be communicated at the time of request and the visit will take place during normal working hours unless specifically agreed. WT accept NO liability in respect of any defect or breakdown of a handset or any losses, direct or indirect as a result of such defect or breakdown.
- 7.4. WT do not give any warranty condition or undertaking as to the state of any Equipment Supplied other than the work to configure the Equipment Supplied to provide the Services unless specifically itemised on the Contract.
- 7.5. The Customer is responsible for all return shipping charges for any hardware returned to WT for any reason, including situations in which hardware is covered under warranty.

8. FEES AND PAYMENT

- 8.1. All prices indicated on the Contract are indicative only and not binding until confirmed by WT. Confirmation will be provided after relevant site surveys are complete. Additional charges and/or excess construction charges may be applicable on completion of the site survey. Quoted prices are valid for 30 days only.
- 8.2. At the end of the minimum term specified on the Contract, WT reserve the right to vary service charges to reflect our current standard rates. WT will provide the customer 30 days notice of a revision to service charges.
- 8.3. WT may require the Customer to pay a deposit and/or require the Customer to procure a parent or associated company guarantees payment of any fees under this agreement.
- 8.4. All charges due to WT for traffic routed via any IP address to be used with this service shall be paid in full by you by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of us or our employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by us.

9. SUSPENSION OF SERVICE

- 9.1. By giving reasonable notice to you, or if this is not possible such notice as is reasonable in the circumstances, we may suspend the Service, or any part of the Service for reasons including but not limited to:
 - a) operational reasons in accordance with normal service levels
 - b) obligation to comply with regulatory change
 - c) obligation to comply with order, instruction or request of a court, government, agency, emergency service or other authority requiring the suspension of the Service.
 - d) WT's reasonable belief that your use of the Service has the potential to damage or disrupt the proper function of WT's infrastructure/equipment used to provide service to other customers.
 - e) Customer in breach of its obligations under this agreement.
 - f) An undisputed invoice (or undisputed part of an invoice) is not paid in full within agreed terms, provided that WT has provided 5 working days notice of such non-payment.
- 9.2. Any such suspension will exclude WT from complying with any agreed SLA during the period of suspension
- 9.3. WT reserves the right to charge a reasonable Service restoration fee resulting from a Service suspension arising under Condition 9. Such fee to be notified and agreed with the customer prior to restoring Service.

10. PROVISION OF INFORMATION

- 10.1. The Customer must provide WT with all information and co-operation which WT may reasonably require enabling it to carry out its obligations.

11. LIABILITY

- 11.1. WT shall accept liability for physical damage caused to the property of the Customer caused by any negligent act or omission of WT, its employees or agents. WT's liability for physical damage shall be limited to £10,000 for any one incident or £25,000 for any series of incidents arising from a common cause in any twelve month period.
- 11.2. Subject to condition 11.5, WT shall in no circumstances, in relation to any matter or series of matters (and whether taken individually or collectively) arising under or in connection with this Agreement during the period which it shall be in force, be liable to the Customer for more than £50,000.
- 11.3. Subject to Condition 11.5, WT shall not accept any other liability to the Customer, whether in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit, loss of goodwill, loss of or corruption to data or for any other economic loss or for any indirect or consequential loss whatsoever and howsoever arising and even if the Customer has notified WT that any of the above may occur.
- 11.4. In the event of any failure in the Service, WT shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another carrier. WT shall not be liable to the Customer where any interruption in or failure of the Service occurs due to a line or network failure or is otherwise due to the actions or omissions of the line or network provider or any of their employees, agents or sub-contractors.
- 11.5. Nothing in this Condition 11 or elsewhere in this Agreement shall act so as to exclude or restrict any liability which WT may have to the Customer for any death or personal injury resulting from the negligence of WT, its employees or agents or arising from any fraud.
- 11.6. The provisions of this Condition 11 shall continue to apply even after this Agreement has ended.

12. TERMINATION

- 12.1. Without prejudice to their rights under this Agreement, WT and the Customer shall have the right to terminate this Agreement immediately on notice to the other party in the event that:
 - a) the other party is in breach of this Agreement and if the breach can be remedied, fails to remedy it within a reasonable time specified by the non defaulting party in its written notice to do so; or
 - b) an interim order is applied for or made, a voluntary arrangement approved, a petition for a bankruptcy order is presented, or a bankruptcy order is made, against the other party; or a receiver or trustee in bankruptcy is appointed over the other party's estate; or a voluntary arrangement is proposed or approved in relation to the other party; or a

receiver or administrative receiver is appointed over the other party's assets or undertaking or an order is made for the appointment of an administrator to manage the affairs, business or property of the other party; or a winding-up resolution or petition is passed or presented (otherwise than for the purpose of reconstruction or amalgamation); or a notice of intention to make any such appointment shall be served on the other party or any circumstances shall arise which entitle the court, a creditor or any other person to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or to make a winding-up order, in relation to the other party.

- 12.2. Without prejudice to its other rights, WT shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that:-
- a) WT's licence expires or is revoked; or
 - b) a licence under which the Customer has the right to run its telecommunications system and connect it to WT's system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.
- 12.3. Either party shall be entitled to terminate this Agreement immediately on notice to the other in the event that a Force Majeure Event shall have continued for a period of three months or more.
- 12.4. If the Customer terminates this Agreement under Condition 12.1 or WT terminates this Agreement under Condition 12.1 or 12.2, WT shall be entitled to recover from the Customer all costs, losses and expenses reasonably incurred by WT arising from or in connection with the termination, including the cost of any handset provided as part of a "Handset Included" service specified on the Services Order Form.
- 12.5. Upon termination of this Agreement for any reason, the Customer shall within one calendar month deliver all property and possessions belonging to WT under the terms of this agreement or handsets provided as part of a Handset Included service specified on the Services Order Form.
- 12.6. If the Customer fails to fulfil its obligations under clause 12.5, then WT may enter the Customer's premises and take possession of any items which should have been returned under it.
- 12.7. The provisions of this Condition 12 shall continue to apply even after this Agreement has ended.

13. CANCELLATION

- 13.1. In addition to the Customer's right to cancel set out in Condition 2.1, the Customer may cancel this Agreement at any time by giving not less than 3 Billing months notice by email or in writing served by registered post to WT provided that:
- a) if such cancellation is effected during the Initial Period, in addition to the Customer being liable to pay WT for all charges incurred by the Customer up to the effective date of cancellation (including all interest), the Customer must pay the cancellation charges set out below on or before the effective date of cancellation; and
 - b) the cancellation shall not be effective until the last day of the month in which the notice period shall have expired.
 - c) The Customer agrees to pay the cancellation charges as set out below:
 - (I) £100.00; and
 - (II) an amount equivalent to the rental charges which the Customer would have been liable to pay for the remaining balance of the Initial Period, plus VAT at the required rate; and
 - (III) an amount equal to the average call charges invoiced to the Customer each month over the lifetime of this Agreement, plus VAT at the required rate.
 - (IV) £100 for each handset supplied as part of a Handset Included service specified on the Service Order Form if cancelled within 11 months of the Customer's first use of the Service, or £50 if cancelled after 11 months but before the completion of month 24 of the Customer's first use of the Service. £0.00 is due per handset thereafter
- 13.2. The provisions of this Condition 10 shall continue to apply even after this Agreement has ended.

14. WT'S RIGHTS WHERE NO NOTICE IS GIVEN BY CUSTOMER

- 14.1. In the event that at any time the Customer transfers to another telecommunications services provider or otherwise, for whatever reason, ceases to use the account ("the Event") without first notifying WT in accordance with the provisions of Condition 12 (Termination) or the provisions of Condition 13 (Cancellation), the Customer will be in breach of the terms of this Agreement and WT shall be entitled (at its discretion) to terminate this Agreement in accordance with the provisions of Condition 12.1 & 13
- 14.2. Until such time as WT shall exercise its right of termination provided for in Condition 14.1, the Customer shall remain liable to WT for all charges properly incurred hereunder. The Customer shall be liable to and shall pay WT for all costs, losses and expenses reasonably incurred by WT arising from or in connection with the Event or the termination of this Agreement made by WT following the occurrence of the Event. If the Event occurs during the Initial Period, WT shall also be entitled to charge the Customer, and the Customer shall pay WT on demand, the relevant amount detailed as a cancellation charge in Condition 13.1.
- 14.3. WT shall in its discretion, having regard to the circumstances and the information available, determine when the Event shall have occurred.
- 14.4. The provisions of this Condition 14 shall continue to apply even after the Agreement has ended.