

Conditions for Communications Service

Your Agreement with Talk Straight Limited (Company No. 5657023) of Units 2-4, Backstone Business Park, Dansk Way, Ilkley LS29 8JZ ("**We**", "**Us**" "**Our**" "**Talk Straight**") (this "Agreement") is made up of the following documents.

- (I) These Conditions for Communications Services;
 - (II) The Service Agreement;
 - (III) The relevant tariff for the services we agree to provide to you and
 - (IV) Any further conditions relating to specific services
- (together the "**Contract**")

THE SERVICES AND USE OF THE SERVICES

1. Definitions

1.1 The following terms shall have the following meanings:

"**BT**" means British Telecommunications plc;

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

"**Conditions**" means these terms and conditions for communication services;

"**Content**" means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Services including all information supplied by third party content providers from time to time;

"**Device**" means any mobile device including without limitation mobile phones, smart phones, laptops, tablets and other portable telecommunication equipment;

"**Equipment**" means any equipment provided to you by us in the course of performing the Services, including without limitation any mobile phone or other Device we supply you with;

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

"**Minimum Spend**" means in relation to each Service the monthly minimum spend commitment as outlined in the Service Agreement or the Tariff or otherwise in any agreed tariff plan referred to in the Service Agreement 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 period of service for each Service as shown on the Service Agreement, such period to start on the date on which the relevant Service is first made available to you for use;

"**Mobile Service**" means mobile telephone or internet services;

"**Network**" means a mobile network;

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"Our Equipment" means Equipment provided to you by us ancillary to providing the Services and which remains in our ownership at all times;

"Rental Equipment" means the equipment identified on the Service Agreement or otherwise notified to you in writing that we will rent to you as part of our provision of the Services and which will return to us after expiry or termination of the Contract, subject to the provisions of the Contract;

"Sale Equipment" means the equipment identified on the Service Agreement or otherwise notified to you in writing or email that we will sell to you, subject to the provisions of the Contract;

"Service" or **"Services"** means all or part of the Services explained in paragraph 2 or identified in the Service Agreement and any related services that we agree to provide to you under the Contract;

"Service Agreement" means (i) where you place an order with us by telephone, the confirmation of order accompanying these Conditions, or (ii) where you place a written order, the document you sign when you become our customer, in each case detailing, amongst other things, the Services you wish to receive the Services for and the Tariff at which you will be charged and which forms part of the Contract;

"Service Charter" means Talk Straight's service charter as amended from time to time;

"Start Date" means the date we make each of the Services (as applicable) available to you for use;

"Tariff" means the tariff rates for the Services as applicable from time to time;

"Wireless Services" means the wireless telecommunication services;

"Year" means a period of 12 months commencing on the Start Date and each 12 month period thereafter during the term of the Contract;

"You" **"Your"** means the person, company, firm or other entity identified as the customer in the Services Agreement.

2. Provision of the services

2.1 The services we supply to you are those Services detailed in the Services Agreement. The Services may include (but are not limited to):

- The ability to make or receive a Call ("**Telephone Service**");
- The provision of line or lines for a rental charge ("**Line Rental Service**");
- The provision of broadband internet access ("**Broadband Service**");
- The provision of IP telephony services ("**VoIP Service**")
- Any other Services which we may offer for sale from time to time.

For the avoidance of doubt, the specific Services to be provided to you under the Contract shall be detailed in the attached Services Agreement.

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- 2.2 We will use reasonable endeavours to provide you with the Services by the date we agree with you and to continue to provide the Services until the Contract is terminated. However time shall not be of the essence in relation to performance and we will not be liable for any loss or damages suffered by you should the Services not commence on and/or be completed by the agreed date.
- 2.3 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 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.
- 2.4 In providing the Services we shall use the reasonable skill and care that may be expected from a competent communications service provider. However, where you do not use an Assured broadband or internet service supplied by us then you understand that we make no assurances in respect of the quality of your Calls and we shall not be liable for any degradation of service you experience compared to the service you received from your previous supplier.
- 2.5 By signing the Contract you warrant that you are out of contract with your current supplier and therefore we are not liable for any charges levied upon you or us from your existing supplier by moving to Talk Straight to provide the Services. You understand that you shall be liable for any costs or fees payable to your existing supplier arising in connection with your termination of their services.
- 2.6 By signing the Contract you warrant that you have disclosed all features associated to your current service. This includes any other services which are reliant upon this service, (for example, but not limited to, extension billing or IDA removal). We cannot be held responsible for any additional charges you may have levied upon you by your other suppliers when moving from your existing telecoms supplier to us.
- 2.7 Unless otherwise agreed in writing, you agree to secure exit from your existing supplier within 5 weeks from signature of the Contract for all services which we are to assume responsibility for. We reserve the right to charge for any necessary work relating to moving you from your existing supplier to us if you have not specified any additional services we are not aware of. Such charges shall be in accordance with our standard rates in force at the relevant time.
- 2.8 (a) We will give you an estimated installation date for the Services but you understand time is not of the essence in relation to performance of any installation. Subject to clause 13.1 below we shall not be liable for any costs or losses suffered by you which relate to our delayed or failed performance of the installation services.
- (b) If you do not supply the correct postcode relating to your telecoms service and our initial attempt to take over your services fail due to this reason then we reserve the right to charge you

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a reasonable administration fee of equal value to the amount we are charged by our suppliers. It is your responsibility to confirm the postcode BT has on record with your existing suppliers and to inform us of such in writing within a reasonable period in advance.

- 2.9 (a) On the agreed day of installation should our engineers or our supplier's engineers be unable to get access to your site due to any act or omission by you or any of your officers, employees or agents, then an abortive full day site visit charge at our current rate will be payable by you. Further, we shall be entitled to charge you for any additional charges levied upon us by our third party suppliers as a result of such failed site visit.
- (b) You must give us a minimum of 2 full working days' (i.e. a minimum of 48 hours) notice if you wish to cancel or re-arrange a pre-arranged engineer site visit. In the event you fail to give such notice you shall be liable to pay £550 plus VAT to us in respect of such cancelled engineer site visit, irrespective of whether your contract provides for free installation services.
- 2.10 Some of our engineering services and our suppliers engineering services are time and materials based. We will indicate an estimated cost at time of order. If however the installation is more complicated and/or takes longer to complete than first anticipated for any reason, then we reserve the right to charge you additional sums on an hourly basis, based on our standard rates as in force from time to time.
- 2.11 It is your responsibility to accurately tell our suppliers engineers where to install Lines and Equipment on the day of installation. Such information should be provided to us in advance of installation in writing. Should you not do so and the Line or Equipment is installed (in whole or in part) elsewhere in your premises then you are responsible for any additional charges in moving the Line/Equipment to the desired location, and any loss or damage incurred as a result of the Line and/or Equipment being installed in the incorrect location.
- 2.12 Broadband Service:**
- (a) If we, in our reasonable opinion, consider that your bandwidth usage profile is abnormal or out of the ordinary (including without limitation high levels of bandwidth use in a given period based on our experience we have the right to take such action as we deem appropriate (including but not limited to in accordance with our other obligations under our agreements with our broadband suppliers) which may include without limitation, restricting or suspending your use of the Broadband Service on a temporary or permanent basis, and/or increasing the charges you pay for the Broadband Service in accordance with paragraph 2.12(d).
- (b) We will inform you in writing if we impose any restrictions on your use of the Broadband Service.

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- (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 contract 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.
- (d) In the event that your use of the Broadband Service exceeds reasonable levels, we shall be entitled to make such additional charges as may be necessary to cover our costs of providing such excess. This applies even in the event of usage arising from fraudulent or illegal activity whether by your employees, contractors, agents or third parties. It is your responsibility to prevent such usage and to deal with the consequences. Talk Straight will use its reasonable endeavours to mitigate your charges in such circumstances but cannot guarantee to do so.

2.13 Mobile Service:

- (a) As resellers we cannot guarantee 100% UK coverage on any Network. It is your responsibility to check coverage availability in the area you wish to use the Service including without limitation where we recommend a specific mobile Network to you. Please ask us for online website checkers of Service availability for each mobile network. The online Service availability checker produces estimates only and is not 100% accurate and can not factor in things like thickness of walls (or similar) which may affect Service availability. We shall not be responsible for any error or inaccuracy in the results of the online availability checker and you should not rely on such when entering into the Contract.
- (b) We offer a service to check service availability in your area by sending you a pay as you go sim card for your desired Network. There is a charge of £10 for this. We shall be entitled to charge in advance for this Service.
- (c) If you order a Mobile Service and subsequently find you can not receive signal at a desired location you are still liable to pay for the remainder of your contract as per paragraph 16. If you wish to terminate your contract with us due to poor signal you understand that you shall still be liable to pay early termination fees in accordance with clause 15 below.
- (d) Some of our mobile offerings only work with specific handsets.
- (e) You may supply your own handsets to be used on our supplier's mobile Networks but we shall not be liable for any handsets you supply and use in connection with the Services.
- (f) Sim cards remain our property at all time. If these are not returned to us at the end of your Contract with us for Mobile Services we reserve the right to charge you a £5 none return fee.

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- (g) Should your mobile become lost or stolen you must IMMEDIATELY inform us so we can de-activate your SIM card. You are liable for any calls made using the SIM card we have supplied to you until you've informed us that the SIM card has been lost or stolen. CALL US ON 0 11 33 222 333.
- (h) You acknowledge that we are entirely dependent on our suppliers and the Network operators in relation to the quality of airtime; the Line clarity and Call interference; and the geographic extent of the airtime coverage, and local geography, topography and / or atmospheric conditions and/or other causes of physical electromagnetic interference that may from time to time adversely affect the provision of airtime.
- (i) Without prejudice to any other right or remedy available to us, we may, from time to time and without notice, suspend the Wireless Services and provision of Services to you and at our discretion suspend the provision of the Wireless Service to your Device(s) in any of the following circumstances without prejudice to our right hereunder, provided that we shall use reasonable endeavours to restore the Wireless Service and reconnect the Device as soon as reasonably practicable:
 - A) During technical failure, modification or maintenance of the telecommunication systems by which the Wireless Service is provided; and
 - B) During technical failure, modification or maintenance of our systems by which the Services are (in whole or in part) provided and;
 - C) If you fail to comply with the terms of the Contract after being given written notice of your failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied; and
 - D) If you allow anything to be done which in our reasonable opinion may have the effect of jeopardising the operation of the Wireless Services, or our system or attainment of the Service Charter; and
 - E) If in our reasonable opinion the Wireless Service is being used in a manner prejudicial to your interest or that of any of our customers and/or us: or
 - F) Because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network operator) or for your own security.
- (j) At our discretion we may suspend any Device from making Calls (other than to the emergency services) and/or disconnect the Device (on a temporary or permanent basis) if we have reasonable cause to suspect fraudulent use of any payment method, the Device's SIM card or the Device itself, or if the Device is identified as having been stolen.

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- (k) During any period of suspension arising from the circumstances detailed paragraph 2.13(i) A) to F) inclusive and/or 2.13(j) above, you shall remain liable for all charges levied in accordance with the Contract.
- (l) If we agree at our sole discretion to re-instate the Service following a suspension or disconnection, you may be liable for a re-connection fee if the suspension or disconnection is due to your default or any act or omission committed by you or using your Device.
- (m) You acknowledge that the current statutory provisions relating to wireless telegraphy and telecommunications services apply to your use of Services via a Device and/or SIM Card and in addition you must generally observe the Wireless Telegraphy Act of 1949 to 1967, the Telegraphy Act 1984, (as amended from time to time) and any other relevant legislation, statutory instruments, and comply with any directions made by the Director General of the Office of Telecommunications of the Secretary of State;
- (n) You agree that you shall:
 - A) Not use or allow others to use the Service for any improper or immoral or unlawful purpose;
 - B) Not act or omit to act in any way in which may injure or damage any personal property or the Network or howsoever cause the quality of the Service to be impaired.
 - C) Comply with any reasonable instructions issued by us which concern your use of the Service or Device/SIM Card or connected matters.
 - D) Provide us with all such information that we may reasonably require; and
 - E) Only use the Device/SIM Card supplied under the Contract, which is approved for use with the Network or such other Device as we have approved in advance and in writing.
- (o) Our minimum Call charge is as published by the relevant Network at the time of the Contract being signed.
- (p) Dependant on the Network you have signed up to, there may be a charge for you to receive a Port Authorisation Code (PAC) should you wish to move to an alternative provider after the expiry of the minimum contract term.
- (q) In certain circumstances (such as non payment by us of amount due to our providers), our benefits and obligations relating to such mobile airtime Services under the Contract may revert in full to our providers and amounts due by you to us may become due directly to them and they will thereafter provide all customer service, invoicing and cash collection processes to you in respect of such Services.
- (r) The Services may enable access to Content. You may only use Content in a way that does not infringe the intellectual property or proprietary rights of others. We or our service providers (as applicable) may vary Content, access to Content or the technical specification of the Service in a way that might affect the Content from time to time. You are solely responsible for assessing the accuracy and

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completeness of Content.

2.14 VoIP Service

- (a) All VoIP system telephone licences howsoever made available to you, shall remain our property at all times. You shall not be entitled to sell, share or transfer in anyway the VoIP licences to or with any third party without obtaining our prior written consent.
- (b) Although our VoIP Services can often work with third party broadband suppliers' networks ("**Third Party Network**"), we do not give any assurances of Call quality or system functionality where you use the VoIP Services with or in conjunction with any Third Party Network as these networks are outside of our direct control.
- (c) Where you use a Third Party Network and/or your own equipment in relation to the VoIP Services you shall be responsible for securing adequate quality of service and/or firewall rules in order to ensure that sufficient bandwidth and connection speed is reserved and available for the VoIP Services.
- (d) Should you use a Third Party Network and you experience bad call quality, it is your responsibility to contact your supplier to resolve these issues. If you require our help then you must request such assistance in writing and we will charge you on an hourly basis to help resolve this issue. These charges are levied and you shall be liable to pay the charges even if the issue is not resolved.
- (e) You are liable for any rental fees associated with the Service for the period of the Contract. Should you wish to cancel before the Contract for rental Services has expired please refer to 16.2.
- (f) You accept that you do not own any number(s) provided to you under this Contract (each a "**Number**") and that this Contract is personal to you. Therefore, you have no right to sell or to agree to transfer any Number(s) provided to you by us in connection with the Services and you must not do so or try to do so.
- (g) 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, provided you continue to pay any recurring rental charges for the relevant Number(s), we shall not exercise this right.

3. Number Porting

- 3.1 All Number porting, migration or transfer requests (whether relating to VoIP Services, landline Telephone Services and/or NTS) must be submitted to us in writing and you will be charged a porting fee unless otherwise agreed in writing. This fee is dependant on the type of line the Numbers are being ported from.
- 3.2 We will submit a geographic porting request only once a geographic number letter of authority form has been completed. It is your responsibility to ensure you have supplied us with the correct postcode relating to all Numbers you wish to port. If the port is rejected due to an incorrect or incomplete

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- postcode relating to a Number then a charge of £20 will be levied per Number per failed attempt.
- 3.3 We will notify you as to which day the Number(s) you have requested will be ported from your existing supplier to us. A pre-port test Call will be made from us / our suppliers to ensure that your Number(s) are routing correctly. Should you either not answer the Call or not setup a recorded message correctly identifying you then the port will fail. A charge will be levied of £20 (payable by you to us) and the porting process must start again. The lead time to attempt porting again will be at least that of the time from original port acceptance to the initial porting attempt.
- 3.4 Any porting of a number to another carrier from a Talk Straight supplied service will incur a charge of £30 per number.

4. Changes and interruptions to the Services

- 4.1 From time to time we may:
- (a) change the code or phone Number or the technical specifications relating to the relevant Services for operational reasons or where we are asked to do so by a government or regulatory body;
 - (b) Interrupt and temporarily suspend the Services for operational reasons, because of an emergency or for reasons of security; and/or
 - (c) by providing you with not less than 4 weeks written notice, amend, vary, modify, or otherwise change the content of the Services or the provider of such Services, providing that functionality of the affected Services is not materially altered. Nothing in this clause 4.1 (c) shall afford you any additional right to terminate the Contract.
- 4.2 You acknowledge and agree that in the event of 4.1(a) or (b) occurring, the Services may be interrupted or otherwise affected. In the event of such interruption, we will use reasonable endeavours to restore the Services in a timely manner.

EQUIPMENT

5. Equipment

- 5.1 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.
- 5.2 You are responsible for providing us with sufficient information so as to enable delivery (and in the case of Rental Equipment only, installation) of the Equipment. If we are unable to deliver to you (and/or where applicable, install) the Equipment due to any act or omission by you, you agree that we shall be entitled to charge you the reasonable costs of any re-delivery which is required and any other costs

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we incur as a result.

- 5.3 You hereby grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored to inspect them, maintain them (where applicable) or, where you have not acquired ownership of the Equipment in accordance with the Contract, to recover them.
- 5.4 You understand and agree that we shall not be liable for performing and/or any costs or charges relating to any configuration of equipment not supplied and maintained by us.
- 5.5 Where you have custody of Our Equipment (whether as part of any equipment package or otherwise) you will take all reasonable steps to ensure that it is kept safe and not damaged and that it is covered by your policies of insurance and our interest is noted on those policies as applicable. You will permit us to enter upon your premises upon reasonable notice to inspect, repair, replace or remove Our Equipment.

6. Sale Equipment

- 6.1 The quantity, quality and description of and any specification for the Sale Equipment shall be as set out in the Service Agreement.
- 6.2 We shall deliver the Sale Equipment to your address as specified in the Service Agreement, 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 (or, where we are unable to deliver the Sale Equipment at the time agreed due to an act or omission by you, at the point we attempt to make delivery). 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 all other sums you owe to us under this and any other contract. 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). Where ownership in the Sale Equipment has transferred to you in accordance with this paragraph 6.4, you will be entitled to continue to use the Sale Equipment after expiry or termination of the Contract.
- 6.5 You will be responsible for installing the Sale 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. You agree to indemnify us and keep us indemnified for all claims, losses, damages and expenses that are brought against us, or arising as a result for the same.

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7. Rental Equipment

- 7.1 All Rental Equipment supplied to you by us shall at all times remain in our ownership or control and except as otherwise agreed in writing, you shall not at any time acquire any title or interest in or to the Rental Equipment. You will not let, sell, charge, assign, sub-license or allow a third party to use the Rental Equipment without obtaining our prior written consent, nor remove any labels or other proprietary marks. You shall not prejudice our rights in the Rental Equipment in any way. We may replace the Rental Equipment from time to time either with your prior consent or provided that the replacement Rental Equipment is of a specification that is at least equal to the Rental Equipment originally supplied and such change does not materially disrupt the provision of the Services.
- 7.2 Subject to the other terms of this paragraph 7, we (or our authorised representative) shall, during our usual working hours.
- a) Where necessary, install the Rental Equipment at your premises at a time and date agreed with you; and
 - b) use our reasonable endeavours to repair any faults to the Rental Equipment in accordance with our standard procedures (which are available on request).
- 7.3 Risk in the Rental Equipment will pass to you on delivery of the Rental Equipment (or, where we are unable to deliver the Rental Equipment at the time agreed due to an act or omission by you, at the point we attempt to make delivery). It is your responsibility to look after the Rental Equipment that is in your possession or custody and you agree to pay for the Rental Equipment to be replaced or repaired if it is lost, stolen or damaged in any way, at anytime.
- 7.4 If upon installation services being performed by us or on our behalf for you, the engineer identifies that you do not possess the required sundries, kit or other equipment (for example purposes only, network cables) necessary to perform the installation and/or such are not available to the engineer for any reason, where we are able to supply such kit and/or other sundries to you, you agree that we shall be entitled to charge you for such at our list price for such items/services as applicable.
- 7.5 You will notify us promptly in writing of any faults which occur, any repairs which become necessary, and/or of any loss, theft or damage to the Rental Equipment.
- 7.6 You agree that you will only use the Rental Equipment in conjunction with the relevant Services and shall comply at all times with our reasonable instructions in relation to its use and/or the manufacturer's written instructions.
- 7.7 You shall be responsible for obtaining and maintaining adequate cover to insure the Rental Equipment while it remains in your possession and custody and thereafter until it is safely returned to us. You will also be responsible for obtaining and, where appropriate, paying for all necessary licences, consents and approvals required for the installation and use of the Rental Equipment.

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- 7.8 You will not (and you will ensure that no-one else will) repair, alter, modify or maintain, or make any additions or attachments to, or otherwise alter, the Rental Equipment (in whole or in part) without our prior written consent. We will not be liable for any costs or charges incurred, faults caused by or repairs required as a result of or in connection with, installation or programming of Rental Equipment that is carried out by any other person (other than our employees or authorised agents). You agree to indemnify us and keep us indemnified for all losses, damages and expenses that are brought against or incurred by us, arising as a result of or in connection with the same.
- 7.9 On expiry or termination of the Contract or the relevant Service, all Rental Equipment must be returned to us in a good condition, subject to reasonable wear and tear. If you fail to return or make available for collection the Rental Equipment in a good condition or at all we may, at our option, invoice you for a sum equal to the original cost of the Rental Equipment less and depreciation together with any costs reasonably incurred by us.
- 7.10 In the event that you return Rental Equipment to us you accept that you shall remain liable for the Rental Equipment until we sign to confirm safe receipt of the Equipment.

YOUR INFORMATION

8. Call monitoring

We may occasionally monitor and record calls 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 concerning you as an individual ("Personal Data") will be held and processed by us strictly in accordance with the provisions of the Data Protection Act 1998 (as amended from time to time). Such data will be used by us to provide you with the Services, for related purposes and for the purposes set out in paragraph 9.2. We will not, without your consent, supply any Personal Data to any third party except where: (1) such transfer is a necessary part of the Services that we undertake; (2) we are required to do so by operation of law; or (3) we share information with third parties for the purpose of managing and administering our relationship with our third party dealers and other suppliers.
- 9.2 We may also use the information we have about you and your use of the Services (this includes information about your bill size, the numbers you call and the times you call) to inform you about the products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. If you do not wish to receive that information, please advise us by writing to us at Unit 2-4 Backstone Business Park, Dansk Way, Ilkley LS29 8JZ or any other address

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we may give you for this purpose from time to time.

- 9.3 An individual has the right under the Data Protection Act 1998 to obtain information, including a description of the Personal Data that we hold on you. Where we supply you with such information, we reserve the right to charge you £10. Should you have any queries concerning this right, please contact us at the address set out in paragraph 9.2.
- 9.4 You must inform us immediately if any of the information you have provided to us about you in connection with this Contract changes.
- 9.5 You agree that we and/or our third party service providers can search the files of credit reference agencies and that they may keep a record of that search. We and/or our service providers can also carry out identity and antifraud checks with fraud prevention agencies. We and other organisations can access and use the information recorded by fraud prevention agencies from other countries. If you give us false or inaccurate information and we identify or suspect fraud, we will record this. Details of how you conduct your account may also be disclosed to those agencies, law enforcement agencies and other telecommunications companies.

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. This applies whether you or someone else uses the Services and whether the Services are used with your full knowledge and consent or otherwise. (This means by the 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” and unbarred premium rate numbers.) We may vary the charges set out in the Tariff as explained in paragraph 18.2.

10.2 Installation charges

The Service Agreement sets out whether installation costs are payable for the Services we have agreed to supply to you. However, we may be unable (due to a third party constraint) 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 use reasonable endeavours to give you an estimate of how much the installation costs will be prior to the commencement of the installation work but this shall be an estimate only and you agree to pay all installation costs actually incurred.

10.3 Equipment

You must pay for 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. You shall also pay the rental charges for any Rental Equipment that we supply to you, and we shall invoice you for this on a monthly basis in accordance with paragraph 10.4.

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10.4 Invoices

- (a) Save in respect of any fees for Services charged on an annual basis we will send you your first invoice on or around the 14th of the calendar month after the Services commence and thereafter on a monthly basis on or around the 14th of each calendar month. We will send all invoices and other correspondence to the email address set out in the Service Agreement or other email 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 reasonably can. All invoices are to be paid by Direct Debit unless specifically agreed between you and a Director of Talk Straight. No other employee of Talk Straight or Dealer re-selling our services has the right to agree a payment other than by Direct Debit.
- (b) Any queries in relation to invoices must be made within ten days of receipt failing which an invoice shall be deemed to have been accepted and approved.

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 services from the beginning of the Contract up to the beginning of the first complete month, where appropriate 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 reasonable estimate of your following month's invoice.
- (b) We may ask for a deposit at any time, as security for the payment of your invoices if we deem it 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 the Contract unless we have agreed otherwise in writing. You must pay all charges and rental with the credit terms which we have agreed with you in writing and any advance payments and deposits when we ask for them.

10.8 Tariff

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.

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10.9 Failed Payments

Any failed collection or cancellation of a Direct Debit by you will incur a charge of £30 per collection attempt. We will notify you of a failed collection attempt. Such fee shall be added to your next invoice or shall be invoiced for and payable with immediate effect.

10.10 If you fail to pay any money you owe us by the date it becomes due:

(a) we shall be entitled to:

- (i) suspend the Services in whole or in part;
- (ii) charge you an administration fee of £25 in respect of us making the relevant suspended Services available to you again
- (iii) take such steps as are reasonably necessary to recover payment of money you owe to us which steps may include the instruction of solicitors and/or a debt collection agency and/or the issue of court proceedings and/or the commencement of some other legal process

(b) without prejudice to our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998 and/or under Part 44 of the Civil Procedure Rules, you will additionally pay to us as a debt all costs which we incur in taking steps to recover any money you owe us (and the costs of recovering such costs) including but not limited to all and any costs which we incur with lawyers, debt collection agencies and/or bailiffs to recover or to try to recover that money from you.

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 (such agreement not to be unreasonably withheld). 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 on their premises, you must get that permission for us and make 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 the other communications in

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- 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 customer 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;
 - (h) to establish, install or use a GSM Gateway without our prior written consent (which we may withhold at our absolute discretion), and you must make sure that this does not happen. The action we can take if this happens is explained in paragraph 15. If we incur any loss, damages, liability and/or costs because the Services are misused in these ways by you, you will indemnify us and keep us indemnified in respect of any sums we are obliged to pay and/or costs we incur in connection with such misuse.

11.4 Indemnity

If you use the Services for business purposes, you will indemnify and keep us indemnified against any loss, damages, liability and/or costs that we may incur as a result of any claims that anyone (other than you) threatens or makes against us because the Services are faulty or cannot be used by them.

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 do so, and if they do we reserve the right to bar these calls.

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 questions. We will use reasonable endeavours to repair any fault that is reported to us and which is directly caused by us our employees or agents according to our standard procedures for the Service in question.
- 12.2 At your request we may agree to work on a fault outside of our normal business hours. When we agree to work on a fault outside the hours covered by our standard procedures, you will be liable to pay us

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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, we may charge you for any work we have done to try and find the fault and/or to repair it. We are not liable for any loss or damages arising from a fault caused by someone other than us, and we are not responsible for fixing any faults not caused by us.

LIMITATION OF LIABILITY

13. Liability

- 13.1 Nothing in the Contract excludes our liability for personal injury or death as a result of our negligence; or for fraud; for any liability that, by law, cannot be limited or excluded.
- 13.2 Subject to paragraph 13.1:
we have no liability (howsoever caused including (without limitation) by negligence) for any loss of business; loss of profits; loss of revenue or savings you expected to make; loss of goods; loss of contract; loss of use; 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, goodwill and/or similar losses; or any special, indirect, consequential or pure economic loss, costs, damages or expenses arising under or in connection with the Contract.
- 13.3 Subject to paragraph 13.1 above, our total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise, arising out of or in connection with the Contract shall be limited to:
- (a) where the breach occurs in the first Year of the Contract, the sum payable by you to us for the Services to which the breach relates from the Start Date to the date of breach; or
 - (b) where the breach occurs in the second or any subsequent year of the Contract, the sum payable by you to us for the Services to which the breach relates in the Year preceding the Year in which the breach occurred; or
 - (c) £2,000,
- whichever is the greater.
- 13.4 Except as expressly set out in the Contract, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby excluded from the Contract to the fullest extent permitted by law.
- 13.5 Each part of the Contract 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 The provisions of this paragraph 13 shall continue to apply notwithstanding termination of the Contract.

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14. Matters beyond our reasonable control

If we cannot fulfil, or are delayed in fulfilling, our obligations under the Contract 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 to you for this.

CHANGING AND TERMINATING THE AGREEMENT

15. Term and Suspension of the Contract

- 15.1 The Contract shall commence on the Start Date and shall continue in respect of each Service for the Minimum Term applicable to each Service, and thereafter for successive periods of 12 months (“**Renewal Term**”) unless and until terminated in accordance with the Contract.
- 15.2 We may suspend any or all of the Services or terminate the Contract immediately at any time by notifying you in writing if:
- (a) you breach the Contract or any other agreement you have with us (other than failure to pay any amount due under the Contract) and fail to remedy the breach (if such breach is remediable) within 30 days of being notified in writing to do so;
 - (b) we believe that the Service(s) are being used in a way forbidden by paragraph 11.3. 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.
- 15.3 If you fail to pay any amount due under the Contract by the due date or our direct debit request is rejected by your bank we will write and/or email you requesting payment within seven (7) days or informing you that our direct debit request will be re-submitted in seven (7) days. If we still fail to receive payment after those seven (7) days have passed we will be entitled to suspend any or all of the Services immediately. The Service will be resumed as soon as reasonably practicable on full payment of all outstanding charges. Notwithstanding the foregoing, in the event that:
- (a) two (2) consecutive direct debit requests are rejected;
 - (b) you fail to make any payment requested within seven (7) days of the date of a letter / email requesting such payment and / or

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- (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, we will be entitled to terminate any or all of the Services immediately by notice of writing or emailing to you to take immediate effect.
- 15.4 We reserve the right to charge interest at the rate of eight percent (8%) per annum, accruing on a daily basis and being compounded monthly on any charges not paid by the due date for payment until the date when they are received by us.
- 15.5 If we suspend any Services, we will not provide them again until you rectify the situation that caused us to suspend the Services to our satisfaction 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.
- 15.6 If we suspend any Service because you breach the Contract, the Contract will still continue and you must still pay us any rental charges as and when they arise unless and until the Contract is terminated.
- 15.7 If the Contract or any of the Services are terminated in accordance with this paragraph 16 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 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 call spend based on the previous six months usage (whichever is the greater), in each case less a discount sum, computed on the basis of a 5% discount for a full year of early payment and a pro rata lesser sum for a shorter period or greater sum for a longer period.
- 15.8 In the event that this Contract expires or is terminated (howsoever caused) at any time, you agree that you shall return within 14 days of the date of termination at your expense and risk, any and all Rental Equipment in your possession or control. In the event that we do not receive such Equipment in reasonable condition within the 14 day period, we shall be entitled to charge you for all non- returned Equipment at our list price for Equipment of the same or similar type, as in force at the relevant time.
- 16. Terminating the Agreement after the Services are provided**
- 16.1 Termination at the end of the Minimum Term or Renewal Term
- (a) Should we wish to terminate the Contract in respect of a Service we will give you not less than thirty (30) days notice in writing to take effect on, or at any time after, the end of the Minimum Term for the relevant Service.
 - (b) Subject to condition 16.2 below should you wish to terminate the Contract in respect of a Service you must give us not less than ninety (90) days notice in writing to be given before the end of the Minimum Term or any and each Renewal Term, which will take effect on or before the end of the

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Minimum Term or any Renewal Term for the relevant Service. If your notice expires before the conclusion of the Minimum Term or a Renewal Term (as appropriate), the Contract shall nevertheless continue until the conclusion of that particular term. In the event that you fail to give notice (or sufficient notice) the contract shall rollover in accordance with clause 15.1.

- (c) If we give you notice to terminate under paragraph 16.1(a), you must pay rental up to the end of the notice period. If you give us notice to terminate under paragraph 16.2(b), you must pay rental until the conclusion of the Minimum Term or Renewal Term (as appropriate).

16.2 Termination before end of Minimum Term

If you want to terminate the Contract 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 the Contract under paragraph 19.3) you must give us at least (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
- (b) Call Spend – number of months remaining on Minimum Term multiplied by the monthly Minimum Spend or multiplied by the average monthly call spend calculated on the previous 6 months Call spend, whichever is the greater, in each case less a discount sum, computed on the basis of a 5% discount for a full year of early payment, and a pro rata lesser sum for a shorter period or greater sum for a larger period.

16.3 If you have paid any rental in respect of a Service for a period after the Contract has ended in respect of that Service, we will either repay it to you as soon as reasonably practicable or in our sole discretion, off-set it towards any money you owe us.

16.4 You must pay all charges for the Services until the date on which we stop providing the Services to you.

16.5 We also have the right to terminate the Contract or any of the Services immediately on notice to you in accordance with paragraph 15 and in these circumstances the thirty (30) day notice period will not apply.

17. Effect of Termination

17.1 Upon expiration or termination of this agreement, howsoever caused:

- (a) any and all Rental Equipment must be returned to us at your expense, within 14 days of the date of termination; and
- (b) in the event that you fail to return Rental Equipment to us within 14 days of the date of termination we shall be entitled to charge you at list cost (at the relevant time) for the same Equipment (or where we no longer supply the same Equipment, similar equipment) as in force at the relevant time.

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- (c) we shall be entitled to charge you an admin fee, the current rates of which are as detailed below but which may vary. In respect of:
- (i) Broadband Services - £49 per circuit;
 - (ii) Landline Telephone Services - £15 per Line/channel;
 - (iii) NTS Services - £15 per Number;
 - (iv) VoIP Services - £95.

18. Minimum Spend

- 18.1 If you fail to reach the annualised Minimum Spend commitment in respect of a Service over the Minimum Term for such Service then we reserve the right to bill you in the month following expiry of the Minimum Term the difference between the actual amount you spent and the amount you committed to spend pursuant to the Minimum Spend over the Minimum Term. Following the expiry of the relevant Minimum Term, if in any 6-month period you fail to reach the total six-monthly Minimum Spend that you committed to spend over that six-month period, we reserve the right to bill you in the month following expiry of the relevant six-month period the difference between the actual amount you spent and the amount you committed to spend in that six-month period pursuant to the Minimum Spend.
- 18.2 If the Contract or any individual Services are terminated during the Minimum Term or any agreed term for the relevant Service(s) and you received free installation of any Services or Lines as part of the Tariff or otherwise, then we reserve the right to impose a termination charge equal to the installation cost divided by the number of the months in the relevant term, multiplied by the number of months remaining in the relevant term, less a discount sum, computed on the basis of a 5% discount for a full year or early payment, and a pro rata lesser sum for a shorter period of greater sum for a longer period.

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, the Contract will be changed when we confirm the change to you in writing or email.
- 19.2 Conditions
We may change the terms and conditions of the Contract (or any document comprising part of the Agreement, including the Tariff and otherwise our charges for our services) at any time if we give you fourteen (14) days notice. We will notify you of any changes with your monthly invoice at least two (2) weeks before they take effect.
- 19.3 Material Adverse Effect
If a change made by us in accordance with paragraph 18.2 has a materially adverse effect on the

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Services we provide, no termination charges will be payable by you if you wish to terminate the Contract or any of the Services before the end of the Minimum Term applicable to each of the Services.

20. Transferring the Agreement

- 20.1 You cannot, and cannot try to, assign or transfer (in whole or in part) the Contract or the benefit of or the rights under the Contract to anyone else.
- 20.2 We may at any time assign, novate, charge, subcontract or deal in any other manner with any or all of our rights under the Contract.

GENERAL CONDITIONS

21. Giving notice

Any notice given under this Agreement must be delivered by hand or sent by email or first class 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.

A notice will be deemed to have been received, if delivered personally at the time of delivery, in the case of pre-paid first class post, 48 hours from the date of posting, and in the case of email, upon receipt of a successful delivery notice if sent before 16:00 (sender's local time) or if sent after 16:00 on the next business day.

22. Entire Agreement

The Contract (including these conditions, the documents referred to in them, the Service Agreement and any conditions relating to specific Services) constitutes the entire agreement between you and us for the Services and supersedes 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 the Contract is deemed invalid, void, or for any reason unenforceable under the laws of any jurisdiction, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining term or condition in that jurisdiction and the validity and enforceability of the whole of the Contract shall not be affected in any other jurisdiction.

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24. Reliance

You acknowledge that you have not been induced to enter into this Agreement by, nor have you relied upon, any presentation, 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

No failure to exercise, nor delay in the exercise, by us of any right, power, privilege or remedy under the Contract shall impair, or operate as a user of such right, power, privilege or remedy.

26. Survival

Any terms and conditions of the Contract 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 the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

28. Governing Law and Jurisdiction

The Contract 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.

29. Applicable Conditions

29.1 These Conditions apply to the provision of all Services.

29.2 Where we publish separate conditions for specific Services those conditions will take precedence over these Conditions in the event of inconsistencies between them.