

## TELECOMMUNICATIONS SERVICES TERMS AND CONDITIONS

March 2016 – Version 1.8

### DEFINITIONS

"Broadband"	High speed internet access
"CPS"	Carrier Pre-selection
"Equipment Supplied"	any Router, PoE switch, server, rack, or handset we may supply as part of the service
"Force Majeure"	any cause beyond a party's reasonable control
"IDA"	Indirect access (manual dial via PIN)
"Initial Period"	The relevant initial period as described in Condition 2.2

### 1. SERVICE AGREEMENT TERMS & CONDITIONS

"Mobile" Mobile network access

"NGN" Non-geographic numbers (e.g. 0870, 0845 and Freephone numbers)

"Provisioning" The process of providing telecommunication services ordered

"Provisioning Date" The date on which the Provisioning process is completed

"Services Order Form" Request for Services Order Form

"SIP" Internet Telephony Line

"VISP" Internet access related services (e.g. hosting)

"WLR" British Telecommunications plc Wholesale Line Rental

Wanstor Limited ("Wanstor") agrees to supply the telecommunications service or services indicated on the Services Order Form ("the Service"), and the authorised legal person named in section 1 of the Services Order Form ("the Customer") agrees to use the Service in accordance with these terms and conditions. The completed Services Order Form and these terms and conditions constitute the entire agreement between Wanstor ("this Agreement") and the Customer.

### 2. COMMENCEMENT AND DURATION

2.1 Wanstor shall use its best endeavours to process the Customer's completed Services Order Form within 24 hours of it being signed by the Customer or its receipt by Wanstor (whichever shall be the later). This Agreement shall not commence until the Services Order Form has been processed. The Customer may at its option cancel this Agreement within 24 hours of completing and signing the Services Order Form 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 12 (Cancellation).



IT Support



Managed IT



Cloud Computing



Data Centres



Data Infrastructure



Voice Services

- 2.2 The Initial Period will commence from the date the customer is able to make telephone calls via the service or 30 days have elapsed from the date the Services Order Form was signed by the Customer, whichever is the sooner.
- 2.3 This Agreement for any service shall remain in force until the expiry of the Initial Period relevant to the Service(s) specified as the "Contract Term" in the Services Order Form and shall continue thereafter unless or until it is terminated by either the Customer or Wanstor pursuant to Condition 11 (Termination) or it is cancelled by the Customer pursuant to Condition 12 (Cancellation).

### 3. PAYMENT

- 3.1 Unless agreed in advance in writing with the Customer to the contrary, the prices which Wanstor shall charge to the Customer for the Service shall be as set out in the Wanstor published price list as is current from time to time, which Wanstor 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 Wanstor shall calculate charges by reference to data recorded or logged by Wanstor and not by data recorded or logged by the Customer.
- 3.3 Wanstor shall invoice the Customer on a monthly basis for all charges under this Agreement plus Value Added Tax at the required rate. All Wanstor invoices are payable in full by the Customer within 14 days of the date shown on them without any set off or deduction.
- 3.4 All Wanstor's charges pursuant to this agreement must be paid either by variable direct debit from a current account maintained by the Customer at a UK branch of a bank or building society. Payment by cheque or by being charged under a standing arrangement to the Customer's credit/charge/debit cards as accepted by Wanstor are subject to prior formal agreement between Wanstor and the Customer and in such case a £10 per month surcharge on all billable services shall apply.
- 3.5 If any credit/charge/debit card, direct debit or account payment collection by the Company is unsuccessful, the Customer will pay an administration charge of £25 and a late payment charge at a rate of 2% per month on any unpaid overdue balance.
- 3.6 In the event of any dispute as to charges Wanstor'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 Wanstor 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.
- 4.3 The Customer is responsible for ensuring that any transfer, migration or porting from Wanstor to another service provider is effected by such service provider on the correct date.
- 4.4 The Customer hereby indemnifies Wanstor 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 Wanstor 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.

## 5. CUSTOMER'S EQUIPMENT

- 5.1 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. Wanstor 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,
- 5.2 To enable Wanstor to fulfil its obligations under this Agreement the Customer shall permit or procure the permission for Wanstor and its authorised representatives to have access to the Customer's premises and shall provide Wanstor with such reasonable access as the Wanstor shall request. Wanstor will normally require access only during Wanstor's 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, Wanstor may agree to work outside its normal working hours provided that the Customer reimburses Wanstor its reasonable charges for complying with such request.
- 5.3 The Customer duly authorises Wanstor, 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 Wanstor'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 Wanstor shall request.

- 5.4 Wanstor reserves the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair work, which in Wanstor's reasonable opinion, is considered necessary. If Customer equipment is programmed for IDA to route calls over any network which is not supplied by Wanstor, Wanstor reserves the right to increase its line rental by 20 per cent of the relevant current tariff.
- 5.5 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.

## 6. EQUIPMENT SUPPLIED

- 6.1 All Equipment Supplied by Wanstor not purchased outright by the Customer or included in the service fee, which has been provided to the Customer for use on the Customer's premises on a rental basis as indicated on the Services Order Form, or provided free of charge shall at all times remain the property of Wanstor.
- 6.2 Subject to written agreement with Wanstor, the Customer shall have the right to transfer the ownership of the equipment to the Customer upon termination of the Rental period.
- 6.3 Telephone handsets supplied inclusive of a monthly service fee shall become the property of the Customer and any warranty associated with the handset 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. Wanstor 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.
- 6.4 Wanstor 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 Services Order Form.

## 7. FEES AND PAYMENT

- 7.1 All prices indicated on the Services Order Form are indicative only and are not binding until confirmed by Wanstor. Confirmation will be provided after relevant site surveys are complete. Additional charges and/or excess construction charges maybe applicable resulting from site survey. Quoted prices are valid for 30 days only.
- 7.2 At the end of the minimum term specified on the Services Order Form, Wanstor reserve the right to vary services charges to reflect our current standard rates. Wanstor will provide the customer 14 day's notice of a revision to service charges.
- 7.3 Wanstor 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. SUSPENSION OF SERVICE

- 8.1 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) Wanstor's reasonable belief that your use of the Service has the potential to damage or disrupt the proper function of Wanstor'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 Wanstor has provided 5 working day's notice of such non-payment.
- 8.2 Any such suspension will exclude Wanstor from complying with any agreed SLA during the period of suspension
- 8.3 Wanstor reserves the right to charge a reasonable Service restoration fee resulting from a Service suspension arising under Condition 8. Such fee to be notified to and agreed with the customer prior to restoring Service.

## 9. LIABILITY

- 9.1 Wanstor shall accept liability for physical damage caused to the property of the Customer caused by any negligent act or omission of Wanstor, its employees or agents. Wanstor'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.
- 9.2 Subject to condition 9.5, Wanstor 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.
- 9.3 Subject to Condition 9.5, Wanstor 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 Wanstor that any of the above may occur.
- 9.4 In the event of any failure in the Service, Wanstor shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another carrier. Wanstor 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.
- 9.5 Nothing in this Condition 9 or elsewhere in this Agreement shall act so as to exclude or restrict any liability which Wanstor may have to the Customer for any death or personal injury resulting from the negligence of Wanstor, its employees or agents or arising from any fraud.
- 9.6 The provisions of this Condition 9 shall continue to apply even after this Agreement has ended.

## 10. AVAILABILITY

- 10.1 The Service is provided with no warranty whatsoever save as set out in this Condition 10. All other warranties, conditions and guarantees are excluded to the fullest extent permitted by law, unless expressly provided for elsewhere in this Agreement.
- 10.2 In the unlikely event of any fault with the Service, Wanstor will endeavour to fix the fault as soon as reasonably possible.
- 10.3 Wanstor agrees to supply the Service to the Customer using the reasonable skill and care of a competent telecommunications service provider.
- 10.4 The Provisions of this Condition 10 shall continue to apply even after this Agreement has ended. Wanstor reserves the right to vary the Service for technical, operational and other valid reasons.
- 10.5 Wanstor shall use all reasonable endeavours to ensure that the Service is available for use by the Customer in accordance with the Service standards for the time being set out in Wanstor's Service literature.

## 11. TERMINATION

- 11.1 Without prejudice to their rights under this Agreement, Wanstor 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) to the other party; 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.
- 11.2 Without prejudice to its other rights, Wanstor shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that:-
- a) Wanstor'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 Wanstor's system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.
- 11.3 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.

- 11.4 If the Customer terminates this Agreement under Condition 11.1 or Wanstor terminates this Agreement under Condition 11.1 or 11.2, Wanstor shall be entitled to recover from the Customer all costs, losses and expenses reasonably incurred by Wanstor arising from or in connection with the termination, including the cost of any handsets provided as part of a "Handset Included" service specified on the Services Order Form.
- 11.5 Upon termination of this Agreement for any reason, the Customer shall within one calendar month deliver all property and possessions belonging to Wanstor under the terms of this agreement to Wanstor at its operating address.
- 11.6 If the Customer fails to fulfil its obligations under clauses 11.4 and 11.5, then Wanstor may enter the Customer's premises and take possession of any items which should have been returned under it.
- 11.7 The provisions of this Condition 11 shall continue to apply even after this Agreement has ended.

## 12. CANCELLATION

- 12.1 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 90 (Ninety) days' notice in writing served by registered post to Wanstor provided that:
- a) if such cancellation is effected during the Initial Period, in addition to the Customer being liable to pay Wanstor 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 it shall not be effective until the last day of the month in which the notice period shall have expired.
  - b) 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.
    - (iii) £100 for each handset supplied as part of a Handset Included service specified on the Service Order Form if cancelled within 12 months of the Customer's first use of the Service, or £50 if cancelled after 12 months but before the completion of 24 months of the Customer's first use of the Service. £0.00 per handset is due thereafter
- 12.2 The provisions of this Condition 12 shall continue to apply even after this Agreement has ended.

## 13. WANSTOR'S RIGHTS WHERE NO NOTICE IS GIVEN BY CUSTOMER

- 13.1 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 Wanstor in accordance with the provisions of Condition 11 (Termination) or the provisions of Condition 12 (Cancellation), the Customer will be in breach of the terms of this Agreement and Wanstor shall be entitled (at its discretion) to terminate this Agreement in accordance with the provisions of Condition 11.1 & 12

- 13.2 Until such time as Wanstor shall exercise its right of termination provided for in Condition 13.1, the Customer shall remain liable to Wanstor for all charges properly incurred hereunder. The Customer shall be liable to and shall pay Wanstor for all costs, losses and expenses reasonably incurred by Wanstor arising from or in connection with the Event or the termination of this Agreement made by Wanstor following the occurrence of the Event. If the Event occurs during the Initial Period, Wanstor shall also be entitled to charge the Customer, and the Customer shall pay Wanstor on demand, the relevant amount detailed as a cancellation charge in Condition 12.1.
- 13.3 Wanstor shall in its discretion, having regard to the circumstances and the information available, determine when the Event shall have occurred.
- 13.4 The provisions of this Condition 13 shall continue to apply even after the Agreement has ended.

#### 14. PROVISION OF INFORMATION

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