

PSTN and ISDN Terms and Conditions

Definitions.

Tariff – You will be charged for line rental and calls at the headline rates shown on your contract

Payment – Monthly invoices are to be paid by Direct Debit, payment will be collected 21 days from invoice date. You will be charged an administration fee of £2.95 + VAT for payment by any other means. Invoices not paid by 30 days from date of invoice will incur a £10 late payment fee which will be applied to the next monthly invoice.

Contract length – The duration is specified on the contract that we posted to you and is on a rolling basis which automatically renews at the end of the period. Business contracts are either 12, 24, 36 or 60 months in length.

Cancellation – If you wish to end your contract with us, you may do so at the end of any contract renewal period, providing you give us a minimum of 90 days' prior written notice. If you wish to end your contract with us without giving us the required notice, you will be charged your monthly line rental plus any package fees in advance up to the end of your contracted date or a minimum disconnection fee of £199 + VAT should you terminate your contract within 3 calendar months of your legal termination date.

1. Service.

This agreement covers the provision by Zero Seven Telecom (07) to you of our telecommunication services. We may vary these Terms and Conditions at our discretion and at any time by giving you not less than 90 calendar day's written notice in advance inclusive of the date of posting. If you have subscribed to 07 Broadband, a separate agreement covers these terms.

2. How we provide the services to you.

07 provides services via WLR and, for telephones lines with 07 broadband, Next Generation Networks (NGN). WLR means that 07 will bill you for line rental of your BT line and BT Openreach will continue to maintain your line and fix any faults that may occur. Developments in network technology (known as Local Loop Unbundling or "LLU") may enable us to provide fixed line with broadband service to you through Next Generation Networks. If you have previously agreed to take our WLR service we may transfer you to our LLU network but we will still offer the same services to you as those which you received from us before the transfer. If a Next Generation Network is available to you at the time of your transfer to 07 Telecom, we may transfer you directly to this network. In all circumstances your phone line from the exchange to your premises will continue to be maintained and repaired by BT Openreach.

You acknowledge that in order to avoid delays occurring in the ordering process, 07 will need to be notified by BT of any products or services presently in use on your line that are incompatible with the WLR or NGN service. BT or other network providers are under a strict duty not to disclose information about a customer's telephone services to a third party unless the customer has consented to such disclosure. In entering into this agreement you give consent to BT or other network providers to disclose such information to 07. You also give 07 authority to act as your agent to arrange connection onto 07 services. If 07 is unable to take over the billing of your line rental, for whatever reason, you hereby authorise us to carry your phone calls only through CPS (see below).

3. Carrier Pre-Selection (CPS).

CPS is the routing of your calls through a carrier other than BT. Your phone line(s) are still maintained by Openreach engineers but the calls are carried on another network. We may select and at any time change any carrier or other service provider for the purposes of providing CPS. You hereby irrevocably authorise us to give all notices, nominations and other authorisations necessary for us to provide the CPS service.

4. Duration.

This agreement will have the duration specified on the contract, which was included with your application confirmation letter and will be automatically renewed at the end of the period unless and until either of us gives the other written notice of termination at least 90 days before the relevant anniversary. The agreement may be ended immediately by you if we break a term of this agreement, which after written notice has not been rectified within 14 days. If we have given you at least 90 days' notice at any time varying these Terms and Conditions (excluding variations to charges, payments or prices) and you consequently do not wish to continue our services, then before our notice of variation expires you may give us 14 days written notice to terminate this agreement but to ensure continuity time will be of the essence for your notice to be received by us and if we have not received your notice within that time, this agreement will continue on these terms as varied. Either of us may end this agreement without notice if the other stops trading or becomes insolvent or wound up. We may end this agreement without giving you notice if you break any of your obligations under clause 6 & 8. On termination of this agreement for whatever reason, you will:

- a. Immediately pay any outstanding invoices.
- b. Be responsible for any required engineering reprogramming costs for you to use an alternative supplier. In addition, if you terminate this agreement prior to the end of the period specified on the application form and after your account has been provisioned (except if you terminate, in accordance with the provisions of this agreement, as a result of our breach or insolvency or winding up), you will:
- c. Reimburse 07 for any costs incurred in releasing you from your contractual obligations with BT or any other network provider prior to transferring you to the 07 service (if applicable).

d. Pay us (in addition to clauses 4a and 4b) your monthly line rental in advance up to the end of your contractual agreement date or a minimum disconnection fee of £199 + VAT should you terminate your contract within 3 calendar months of your legal termination date.

5. Charges.

07 charges you for using the services covered by this agreement. Initially you are charged at the rates specified on the application form or published in our price lists. Please note:

- a. Charges are calculated from data recorded by us and not from your own records.
- b. Where a direct debit is unpaid due to insufficient funds or cancellation, a £6.84 administration charge will be included on your next monthly bill.
- c. A Charge of £6.84 may be charged for restricting outgoing calls due to late payment of an invoice. A charge of up to £20 will be added to your next bill to reinstate services suspended due to continued nonpayment of an invoice. We may lower our prices and will endeavour to inform you at least 14 days in advance of any such change. If, during the first 12 months of this agreement, we are forced to increase our call charges to an extent greater than the increase in the Retail Price Index for the relevant period, you may end this agreement without paying the disconnection fee and transfer to your chosen provider. 07 charges are subject to VAT at the prevailing rate (currently 17.5%).
- d. Line rental, service charges and call packages are billed one month in advance.
- e. 07 will charge £109.99+ VAT to reinstate lines that have been ceased due to non payment

6. Payment Terms.

- a. Monthly variable Direct Debit is the only means of payment of 07 invoices and 07 reserves the right to refuse customers not wishing to pay by Direct Debit.
- b. You will be notified of any problems with your payments or direct debit instruction. Arrears and/or unwillingness to maintain payment by direct debit may result in your lines being restricted.
- c. In particular, if you fail to pay any sum due, we shall be entitled to charge interest on the amount due at the rate of four percent (4%) above the Barclays Bank Plc base rate ruling from time to time calculated from the due date until collection.
- d. Cancellation of the direct debit does not constitute notice of cancellation of the contract.
- e. You are protected at all times by the Direct Debit guarantee as detailed below.
- f. 07 will charge an Administration fee for payments tendered by means other than direct debit or credit/debit card standing order. 07 reserves the right to increase this amount without notice. Basic Tariff – £2.95 + VAT. . 07 reserves the right to perform a credit check with no

prior given notice on any legal entity, and to pass the entity's credit history with 07 on to other credit agencies and/or County Court.

h. 07 reserves the right to at any time request a deposit, paid in advance, from the entity should periodical credit checks reveal insufficient credit scoring or County Court Judgments or if unusual usage and call charges are incurred. Should this request not be met within 30 days of notification by us we reserve the right to terminate the contract and to demand full and final outstanding balance settlement with immediate effect.

i. 07 may, at its sole discretion and at any time, impose a credit limit on your account. Any credit limit imposed can be amended without prior notice. If you exceed any such credit limit we may demand immediate payment of the Charges and/or suspend the Service; and you will still be responsible for all Charges incurred including those exceeding the credit limit.

j. 07 will charge a £199 + VAT disconnection fee should your contract be terminated due to non-payment.

7. Pricing.

a. If BT Retail offers you a tariff that we are unable to beat we will stop billing you for local and national calls until the expiry of your contract with 07.

b. The comparison for the challenge will be made by recalculating the cost of each individual call at the current prevailing BT rates for the tariff closest to that which applied on your last BT bill and only in the event that 07 has reviewed our tariffs and have been unable to beat the BT Tariff in question.

c. Unlimited Local & National call packages are available to businesses only and not residential customers.

d. Calls will be charged and inclusive allowances deducted in one minute increments (with any part minutes rounded up to the nearest minute) individual charges will then be rounded up to the nearest half penny and your total call charges rounded up to the nearest whole penny. In addition, and notwithstanding the preceding sentence, there may be a per call connection charge and the details of these call connection charges appear in our price list which is available on our website.

e. Fair usage policy applies to all unlimited call packages. 07 reserves the right to switch customers with excessive call volume (e.g. call centres) to a more appropriate tariff at any time. The customer will have the option to cancel the service at no extra charge if switching to a new tariff is not acceptable.

f. Local & National calls are numbers beginning 01 and 02 only and do not include Non-geographic numbers (0845, 0870 etc) premium rate numbers (09xx) and Internet access numbers.

g. Mobile call rates refer to calls to T-Mobile, Orange, Vodafone and O2 only.

h. International rates charged under the calling card package are billed per minute.

i. Connection charges are applied to all calls unless they are part of an inclusive call package or call to free-phone numbers. Please refer to 07's full price list for details or visit www.zeroseventelecom.com

8. Your responsibilities.

We agree to provide you with the service as specified on the application form subject to the provisions of this agreement. You agree:

- a. To use the services in accordance with this agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the services.
- b. Not to allow an alternative supplier to override or bypass our service either through the installation of equipment or through the BT local exchange.
- c. To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier.
- d. Not to use the service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence.

9. Repairs to service.

- a. BT Openreach will continue to maintain your line and will continue to fix any faults that may occur *. If you have broadband on the line, other network providers may have to repair faults at the exchange level. We will use our best endeavors to correct any defect or fault in the services provided to you as rapidly as possible.
- b. 07 reserves the right to apply £85 +VAT engineering call out charge if a fault is found to be on your own equipment or caused by accidental damage. Additional time related charges may also be added.

10. Suspension of service.

We may suspend the service (without being liable to compensate you):

- a. In the event of a local or national emergency.
- b. To comply with a request from a government or other competent authority.
- c. To protect or provide service to rescue or other essential services or otherwise.
- d. To maintain the quality of our services.

e. If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice).

f. If an event occurs which is beyond our reasonable control.

g. If you break any part of this agreement.

h. If we have good reason to suspect fraudulent activity or misuse of our services or any other breach by you of this agreement.

11. Liability.

a. Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control.

b. In this agreement, 'beyond reasonable control' includes any act of God, reduction or failure of power supply, other telecommunication operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, act of terrorism, military operation, riot or delay, employee dispute, or supply of equipment by third parties.

c. In any event, we will not have to compensate you for any harm to your business, lost revenues, loss of anticipated savings, lost profits or other indirect, consequential or special losses nor for any charges incurred by you with another call carrier.

d. Without prejudice to this our liability to you in contract or tort arising under or in connection with this agreement shall be limited to a refund of our line rental charges for the period during which you were unable to use the services and in no event shall our liability to you for any event or series of connected events exceed £500. We do not limit our liability for death or personal injury resulting from our negligence.

12. General.

You may not transfer this agreement or any rights under it without our prior written consent. If any provision or condition of this agreement shall be invalid or unenforceable, the remaining terms shall continue to apply. This agreement and the documents referred to in it represent the entire contract between us, to the exclusion of any terms subject to which you may accept, or purport to accept, the service. Any variations (other than changes made in accordance with this agreement) shall be accepted by both of us in writing. If there is any inconsistency between this agreement and the application form, the application form shall take precedence. Any failure by either of us to enforce any right shall not be deemed a waiver of any such right. The English Courts shall have exclusive jurisdiction for the purposes of determining any dispute or other matter which arises out of or in relation to this agreement. Any notice or other communications by us to you will be made to your current billing address held with 07and shall be valid and effective as soon as sent to you whether received by you or not. Any



communications by you to us must be sent to our address below and must quote your account number and shall not be effective until received by us.

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