

Terms and Conditions for United Networks

1. CONTRACT DEFINITION

- 1.1 'Application Form' means the application form relating to the provision of the Services in the form provided by United Networks Solutions Limited trading as United Networks (UN) from time to time incorporating these terms and conditions.
- 1.2 'Authorised Person' means an employee or subcontractor of UN.
- 1.3 'Associated Company' means any subsidiary of UN or other associated company as defined by Sections 736 and 736A of the Companies Act 1985.
- 1.4 'Client' means a person whose Application Form is accepted by UN and for whom UN has opened a Billing Account.
- 1.5 'Contract' means the contract governed by these terms and conditions made between UN and the Client created upon acceptance by UN of the Client's Application Form and evidenced by the opening of a Billing Account for the Client.
- 1.6 'Least Cost Routing Software' means software installed on a telephone system which automatically enables the routing of calls via different telephone operators.
- 1.7 'Services' means re-routing the Client's telecommunications over the UN (Billing) Network under the terms of the Contract, and in particular the provision of a free phone number.
- 1.8 'Services Literature' means UN's literature specific to the Services and other associated services existing from time to time.
- 1.9 'User' means the Client and any individual or company permitted by the Client to use the Services.
- 1.10 'Billing Account' means the account opened by UN in the name of the Client upon creation of the Contract and relating to the Services.
- 1.11 'UN' means United Networks Solutions Ltd which expression shall, where the context so requires, include its successors and assigns and any Associated Company thereof.
- 1.12 'UN Access Equipment' means call routing apparatus supplied by UN
- 1.13 'UN (Billing) Network' means the telecommunications system UN runs which operates on Least Cost Routing Software.
- 1.14 'Minimum Term' means the initial minimum term of the Contract as set out overleaf.
- 1.15 'Minimum Monthly Spend' means the minimum sum per month that the Client will pay for the Services.

2. THE SERVICES

- 2.1
 - a) The Client shall complete, sign and return to UN an Application Form prior to UN agreeing to provide the Services.
 - b) Where the Client has Least Cost Routing Software available for use at its premises, UN will, if necessary, and at its sole discretion, reprogram it in order to provide the Services.
 - c) Where the Client does not have Least Cost Routing Software available for use at its premises, UN will, if necessary, and at its sole discretion supply, install and connect the Client to UN Access Equipment in order to provide the Services.
 - d) UN shall use all the reasonable care and skill of a competent telecommunications provider to provide the Client with the Services throughout the term of the Contract.
 - e) UN shall be at liberty, where necessary, to improve, update or upgrade the Services or alter the provision of the Services without any notice to the Client.
- 2.2 The Client undertakes to UN that:
 - a) The Services and the UN (Billing) Network will only be used in accordance with the Contract;
 - b) Only the Client and Users shall use the Services and the UN (Billing) Network and no other person shall be suffered or permitted to use the same;
 - c) Upon the termination of the Contract, no attempt shall be made to make calls via the Services or otherwise to use the UN (Billing) Network;
 - d) The Services Literature and any other instructions regarding the use of the Services and the UN (Billing) Network as may be notified to the Client by UN from time to time shall be complied with promptly and such literature and instructions shall be deemed to form part of the Contract.
- 2.3 The Client agrees that at all times during the term of the Contract it shall:
 - a) Provide access to all appropriate sites for any Authorised Persons during the Client's normal working hours and allow the removal, installation and maintenance of UN Access Equipment;
 - b) Keep its telecommunications equipment in good working order and ensure that the equipment complies with all applicable standards and approvals so as to enable UN to provide the Services;
 - c) only use and connect those telephones, ducting, cables, sockets and other equipment to the UN (Billing) Network that have been approved in advance by UN in writing and comply with all the relevant legislation relating to the use of such equipment;
 - d) Provide all reasonable assistance required by UN to enable it to provide the Services;
 - e) Inform UN by one month's prior notice in writing of any premises relocation or change of telephone number(s) on which the Services are registered;
 - f) Provide a safe working environment for Authorised Persons working on the Client's premises;
 - g) indemnify UN fully against all losses, liabilities, costs (including legal costs) and expenses which UN may incur as a result of any breach of the Client's obligations under the Contract or misuse of the Services or the UN (Billing) Network;
 - h) pay UN (at its then current published rates) for all call-out visits required from UN where UN determines that (i) the problem with the Services or the UN (Billing) Network is not the fault of UN or the UN Access Equipment or (ii) the UN Access Equipment has been damaged by the Client.
- 2.4 The Client undertakes to UN to ensure that the Services and the UN (Billing) Network are not used:
 - a) 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
 - b) fraudulently or in connection with a criminal offence; or
 - c) otherwise in a manner which constitutes a violation or infringement of the rights of any other party; or
 - d) otherwise than for the purpose of a telecommunications system.

3. UN'S RIGHTS

- 3.1 UN shall be entitled to alter any access or authorisation number or method of accessing the Services from time to time and may reprogram the Client's equipment as a result.
- 3.2 UN may suspend the Services to the Client at its sole discretion including but not limited to the following:
 - a) in the interests of the quality of the Services or the UN (Billing) Network;
 - b) if any credit limit agreed between UN and the Client from time to time is exceeded;
 - c) if any term of the Contract is breached (including, without limitation, in the event of a failure to make any payment or provide any deposit required to be made or provided under the Contract);
 - d) in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority; or
 - e) if fraud or attempted fraud is suspected by UN (in its reasonable opinion) in connection with the use of the Services or the UN (Billing) Network.
- 3.3 If in UN's reasonable opinion it suspects the Client is offering to resell the Services to any third party.
- 3.3 UN may collect and store data and information about the Client and its use of the Services and provide this information to (i) companies affiliated with UN including without limitation any Associated Company and (ii) third parties.

4. CHARGES AND PAYMENTS FOR THE SERVICES

- 4.1 The sums shown due in the Billing Account shall be charged to and be paid by the Client on a monthly basis, and if less than the Minimum Monthly Spend then the sum equal to the Minimum Monthly Spend shall be paid by the Client to UN in any event.
- 4.2 All sums due to UN under the Contract shall become due on the date of the relevant invoice and are payable within 14 days (including week-ends and bank holidays) of the date of the relevant invoice.
- 4.3 If the Client fails to make any payment within the 14 day period following the date of the relevant invoice, without prejudice to its other rights hereunder, UN shall have the right to require the Client to pay all sums due on demand.
- 4.4 Time of payment of all sums due to UN under the Contract shall be of the essence.
- 4.5 UN reserves the right to amend its charges for the Services from time to time.
- 4.6 UN shall use its best endeavours to bring to the attention of the Client any variation in prices prior to their implementation.
- 4.7 Without prejudice to UN's rights to treat the non-payment as a material breach of the Contract, UN reserves the right to charge interest on outstanding amounts from the due date until payment is received in full at a rate equal to 4% per annum above the Barclays Bank plc base lending rate as current from time to time whether before or after judgement. Interest shall continue to accrue notwithstanding termination of the Contract for any cause whatsoever and is deemed to accrue on a day to day basis from and including the date for payment under Condition 4.1.
- 4.8 UN reserves the right to charge for administrative costs incurred by UN in pursuing late payers.
- 4.9 All sums due to UN under the Contract are subject to Value Added Tax ('VAT'), and any other applicable taxes, levies or charges which may from time to time be introduced.
- 4.10 The Client shall be liable for all charges arising from use of the Service's by any person utilising the Client's registered Service's telephone number(s) (with or without Client's authorisation) until such time as the Client has notified UN of any unauthorised use of the Service's.
- 4.11 Details of the Contract and the conduct of the Billing Account will be registered with a licensed Credit Reference Agency. Information thus registered may be used to help make credit decisions or, fraud prevention or the tracing of debtors.

5. UN ACCESS EQUIPMENT

- 5.1 The Client shall provide without charge or cost to UN appropriate equipment space, ducting, environment and continuous stable electrical power to install and maintain the UN Access Equipment at its premises and to enable UN to provide the Services.
- 5.2 It is deemed that title to any UN Access Equipment shall remain with UN and whilst the UN Access Equipment is on the Client's premises, the Client shall ensure that it is kept safe and secure and is not interfered with by any person.
- 5.3 Upon termination of the Contract, the Client will ensure that UN is allowed prompt access to all relevant premises to remove the UN Access Equipment.

6. TERMINATION

- 6.1 The Contract may be terminated by either UN or the Customer at any time by 90 days notice in writing to the other including week-ends and bank holidays) PROVIDED THAT such notice does not expire prior to the expiration of the Minimum Term.
- 6.2 If neither UN nor the Customer provide notice to terminate in accordance with Condition 6.1 the Client and UN agree that the Contract shall automatically be renewed for a further Minimum Term.
- 6.3 UN (without prejudice to its other rights) may terminate the Contract forthwith in the event that:
 - (a) the Customer fails to make any payment when it becomes due to UN or shall default in due performance or observance of any obligation under the Contract or any other contract with UN or an Associated Company and (in the case of remedial breach) fails to remedy the breach within a reasonable time specified by UN in its written notice so to do; or
 - (b) an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Customer or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order.
- 6.4 The terms of this Contract shall continue to bind the parties hereto to such extent and for so long as may be necessary to give effect to the rights and obligations embodied in it including without limitation Conditions 2.2, 4, 7 and 8.

7. LIMITATION OF LIABILITY

- 7.1 The following provisions set out UN's entire liability (including any liability for the acts and omissions of its employees, agents, officers, Associated Companies or sub-contractors) to the Client in respect of:
 - (i) any breach of its contractual obligations arising under this Contract; and
 - (ii) any representation, statement act or omission, given made or carried out under or in connection with this Contract whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever.
- 7.2 Any act or omission on the part of UN or its employees, agents, officers, Associated Companies or sub-contractors falling within condition 7.1 above shall for the purposes of this condition 7 be known as an "Event of Default".
- 7.3 UN's liability to the Client for death or injury resulting from its own or that of its employees' agents', officers, Associated Companies or sub-contractors' negligence shall not be limited.
- 7.4 The Client shall indemnify UN against any liability UN may incur to its employees, officers or sub-contractors or any employee, officer or sub-contractors of any Associated Company for death, personal injury, damage to property or consequential loss arising out of work carried out at the Client's premises or site from time to time unless caused by UN's negligence as set out in condition 7.3 above.

7.5 Subject to the limits set out in condition 7.6 below UN shall accept liability to the Client in respect of damage to the tangible property of the Client resulting from the negligence of UN or its employees, officers, agents or sub-contractors.

7.6 Subject to the provisions of condition 7.3 above UN's entire liability in respect of an Event of Default or series of Events of Default shall be limited to damages of an amount equal to £25,000 or the amount that UN has received for the Services from the Client, whichever is the lesser.

7.7 Subject to condition 7.3 above UN shall not be liable to the Client in respect of any Event of Default in relation to but not limited to:

- (i) Any consequential or indirect loss or damage howsoever arising and of whatsoever nature; or
- (ii) Any loss of anticipated savings; or
- (iii) Any loss of goodwill; or
- (iv) Any loss of profits, revenue or business; or
- (v) Any loss whatsoever arising in connection with the interruption of the Services where such interruption is not due to UN's negligence;
- (vi) Any loss of use of any equipment or process; or
- (vii) Any loss arising from a claim made against the Client by a third party even if such loss was reasonably foreseeable or UN had been advised of the possibility of the Client incurring the same.

7.8 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Contract.

7.9 Except in the case of an Event of Default arising under condition 7.3 above UN shall have no liability to the Client in respect of any Event of Default unless the Client shall have served notice of the same upon UN within 1 month of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.

7.10 UN shall not be responsible for complying with statutory regulations, or local by-laws, or the fulfillment of any special regulations affecting the Client.

7.11 UN shall not be liable for faults in the Client's telecommunications equipment which result in UN being unable to provide the Services.

7.12 UN shall not be liable for any damages whatsoever to property at the Client's premises resulting from

(i) the installation, repair or removal of UN Access Equipment or associated wiring carried out by UN or by UN's contractors or (ii) any re-programming of the Client's existing Least Cost Routing Software unless such damage is caused by UN or its contractors wilful misconduct or negligence.

7.13 Dates and times for provision of the Services shall be estimates only and no liability shall accrue to UN for failure to meet any such dates or times.

7.14 UN will not be held responsible for any loss due to programming errors or omissions made by Authorised Persons.

7.15 In the event of any failure in the Services, UN shall not be liable to the Client for any charges incurred by the Client should it direct its telecommunication traffic to another carrier.

7.16 UN reserves the right without liability not to provide the Services due to any technical limitations in the Client's telephone system, telephone exchange or UN Access Equipment.

7.17 The obligations set out in this condition 7 as to the limitations of liability shall remain in full force and effect notwithstanding any termination of this Contract for any reason whatsoever.

8. DEPOSIT

8.1 UN may at any time before or after the provision of the Services require payment by the Client in a manner specified by UN of a sum to be held by way of a deposit as and against any charges arising from use of the Services by the Client and UN shall be entitled to offset such deposit against any sums due under this Contract from time to time including interest due or owing to UN.

8.2 Any deposit held by UN will not accrue interest whatsoever although any deposit (or part thereof) which is held by UN for over one year and which is subsequently repaid to the Client may, at UN's discretion, attract interest at an amount determined by UN.

9. ASSIGNMENT

9.1 The Client shall not assign, transfer, sub-contract, delegate or otherwise deal with all or any of its rights under the Contract.

9.2 UN shall have the right to assign or otherwise transfer, sub-contract, delegate all or any of its rights and obligations hereunder to an Associated Company or other person.

10. FORCE MAJEURE

Neither UN or the Client shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supply, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of Government, highway authorities, public telecommunication operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Services or any part thereof.

11. NO WAIVER

Failure by either UN or the Client to exercise or enforce any right conferred by this Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

12. ENTIRE CONTRACT

The Contract represents the entire understanding between the parties in relation to the subject matter of the Contract and supersedes all other agreements and representations made by either party, whether oral or written.

13. SERVICE OF NOTICE

13.1 Any notice or invoice or other document which may be given under this Contract shall be in writing and shall be deemed to have been duly given if left or sent by post (whether by letter, or, where the parties agree, by magnetic tape or any other form), telex or facsimile transmission (subject to the sender's machine producing confirmation that all pages have been sent) or, where the parties expressly agree, by electronic mail to the registered office of the party to be served or any other address notified by the party to be served to the other party in writing as an address to which notices, invoices and other documents may be sent.

13.2 Any notice sent by first class post shall be deemed to have been received two business days after posting. Any notice sent by telex, fax or electronic mail shall be deemed to have been received on the day of its receipt by the addressee.

14. GOVERNING LAW

The Contract shall be governed, construed and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts as regards any claim, matter or dispute arising out of or relating to the Contract or any document entered into pursuant to the Contract.