

# Contract Terms and Conditions

1. **CONTRACT DEFINITION**
- 1.1 'Application Form' means the application/order form relating to the provision of the Services in the form provided by United Network Solutions Limited and incorporating these terms and conditions.
- 1.2 'Association Company' means any subsidiary or holding company of United Network Solutions Limited or other associated company as defined by Section 736 and 736A of the Companies Act 1985.
- 1.3 'Authorised Person' means an employee or subcontractor of United Network Solutions Limited.
- 1.4 'Least Cost Routing' (LCR) means the account opened by United Network Solutions Limited in the name of the Customer upon creation of the Contract and relating to the Services.
- 1.5 'Customer' means a person, company, body corporate or other entity or association whatsoever or howsoever whose Application Form is accepted by United Network Solutions Limited and for whom United Network Solutions Limited has opened an LCR Account.
- 1.6 'Contract' means the contract governed by these terms and conditions made between United Network Solutions Limited and the Customer created upon acceptance by United Network Solutions Limited of the Customer's Application Form and evidenced by the opening of an LCR Account for the Customer.
- 1.7 'United Network Solutions Limited' means the company which expression shall, where the context so requires, include its successors and assigns and any Associated Company thereof.
- 1.8 'United Network Solutions Limited Access Equipment' means call routing apparatus supplied by United Network Solutions Limited.
- 1.9 'United Network Solutions Limited (LCR) Network' means the telecommunications system United Network Solutions Limited runs which operates on Call Routing Software.
- 1.10 'United Network Freedom Subsidy Equipment Program' means the amount at which any of the Services are provided by United Network Solutions Limited to the Customer during the Contract at less than the full rate. The amount of such discount having been supplied in writing to the Customer and/or inserted on the Total Freedom Equipment Subsidy Program form on the reverse of this document and also includes any Services provided by United Network Solutions Limited to the Customer from time to time and not charged for by United Network Solutions Limited from time to time or charged at a discounted rate.
- 1.11 'Call Routing Software' means software installed on a telephone system which automatically enables the routing of calls via different telephone operators.
- 1.12 'Minimum Term' means the minimum duration of the Contract, which unless otherwise expressly stated on the Application Form shall be 12 months from the date the Customer first starts to receive the Services.
- 1.13 'Services' means re-routing the Customer's telecommunications including without limitation all calls, voice, fax and data traffic over the United Network Solutions Limited (LCR) Network under the terms of the Contract, and in particular the provision of a free phone number. Services shall be deemed to include Discount Services where appropriate.
- 1.14 'Services Literature' means United Network Solutions Limited literature specific to the Services and other associated services existing from time to time.
- 1.15 'User' means the Customer and any individual or company permitted by the Customer to use the Services.
2. **THE SERVICES**
- 2.1
- a) The Customer shall complete, sign and return to United Network Solutions Limited an Application Form prior to United Network Solutions Limited agreeing to provide the Services.
- b) Where the Customer has Least Cost Routing Software available for use at its premises, United Network Solutions Limited will, at its sole discretion, reprogram it in order to provide the Services.
- c) Where the Customer does not have Least Cost Routing Software available for use at its premises, United Network Solutions Limited will, if necessary, and at its sole discretion supply, install and connect the Customer to United Network Solutions Limited Access Equipment in order to provide the Services.
- d) United Network Solutions Limited shall exercise all the reasonable care and skill of a competent telecommunications provider to provide the Customer with the Services throughout the term of the Contract.
- e) United Network Solutions Limited 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 Customer.
- 2.2 The Customer undertakes to United Network Solutions Limited that:
- a) for the duration of the contract it will route all its inbound, non-geographic and outbound calls (including without limitation all its voice, fax and data traffic) via United Network Solutions Limited on an exclusive basis. For the avoidance of doubt United Network Solutions Limited shall accept all calls and accept all calls and accept all calls and accept all calls offered by a third party which are competitive with or substantially similar to the Services. In the event of any breach by the Customer of this Condition 2.2(a) the terms of Condition 4.12 shall apply;
- b) the Services and the United Network Solutions Limited (LCR) Network will only be used in accordance with the Contract;
- c) only the Customer and Users shall use the Services and the United Network Solutions Limited (LCR) Network and no other person shall be suffered or permitted to use the same;
- d) upon the termination of the Contract:
- (i) no attempt shall be made to make calls via the Services or otherwise to use the United Network Solutions Limited (LCR) Network and;
- (ii) the Customer shall pay in full an amount equal to the Discount for the period any of the Services have been supplied as Discounted Services such payment to be in accordance with and subject to Condition 4;
- e) the Services Literature and any other instructions regarding the use of the Services and the United Network Solutions Limited (LCR) Network as may be notified to the Customer by United Network Solutions Limited 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 Customer agrees that at all times during the term of the Contract it shall:
- a) provide access to its premises for any Authorised Persons during the Customer's normal working hours and allow the removal, installation and maintenance of United Network Solutions Limited Access Equipment;
- b) keep its telecommunications equipment including without limitation the United Network Solutions Limited Access Equipment in good working order and ensure that the equipment complies with all applicable standards and approaches so as to enable United Network Solutions Limited to provide the Services;
- c) only use and connect those telephones, ducting, cables, sockets and other equipment to the United Network Solutions Limited (LCR) Network that have been approved in advance by United Network Solutions Limited in writing and comply with all relevant legislation relating to the use of such equipment;
- d) provide all reasonable assistance required by United Network Solutions Limited to enable it to provide the Services;
- e) inform United Network Solutions Limited by one month's prior notice in writing of any premises relocation or change of telephone number on which the Services are registered;
- f) provide a safe working environment for Authorised Persons working on the Customer's premises;
- g) indemnify United Network Solutions Limited fully against all losses, liabilities, costs (including without limitation legal costs and expenses) which United Network Solutions Limited may incur as a result of any breach of the Customer's obligations under the Contract or misuse of the Services or the United Network Solutions Limited (LCR) Network;
- h) pay United Network Solutions Limited (at its then current published rates) for all call-out visits required from United Network Solutions Limited to the Customer's premises to determine that (i) the problem with the Services or the United Network Solutions Limited (LCR) Network is not the fault of United Network Solutions Limited or the United Network Solutions Limited Access Equipment or (ii) the United Network Solutions Limited Access Equipment has been damaged by the Customer.
- 2.4 The Customer undertakes to United Network Solutions Limited to ensure that the Services and the United Network Solutions Limited (LCR) 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, 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.
- e) Non-geographic numbers, including 0870, 0945 and 0800 can only be used by the Company as stated on the front of this contract and used in accordance with the terms and conditions of this agreement. All non-geographic numbers remains the property of United Network Solutions Limited and cannot be ported or re-allocated without written permission from United Network Solutions Limited.
- f) United Network Solutions Limited shall, at any time and for any reason whatsoever, be entitled to alter the basis upon which the 0870 revenue out payments are made.
- g) United Network Solutions Limited shall at any time be entitled to cease payment of the 0870 revenue out payments in the event that the network provider withdraws its payments to United Network Solutions Limited.
3. **UNITED NETWORK SOLUTIONS LIMITED RIGHTS**
- 3.1 United Network Solutions Limited shall be entitled to alter any access or authorisation number or method of accessing the Services from time to time and may reprogram the Customer's equipment as a result.
- 3.2 United Network Solutions Limited may suspend the Services to the Customer at its sole discretion including but not limited to the following:-
- a) in the interests of the quality of the Services or the United Network Solutions Limited (LCR) Network;
- b) if any credit limit agreed between United Network Solutions Limited and the Customer 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 United Network Solutions Limited (in its reasonable opinion) in connection with the use of the Services or the United Network Solutions Limited (LCR) Network.
- f) If in United Network Solutions Limited reasonable opinion it suspects the Customer is offering to resell the Services to any third party.
- 3.3 United Network Solutions Limited may collect and store data and information about the Customer and its use of the Services and provide this information to:
- (i) companies affiliated with United Network Solutions Limited including without limitation any Associated Company and (ii) third parties.
4. **CHARGES AND PAYMENTS FOR THE SERVICES**
- 4.1 All sums due to United Network Solutions Limited 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.
- 4.2 In the event of any error or omission in a United Network Solutions Limited invoice for any period, United Network Solutions Limited may issue a corrective invoice at a later date, but no later than four months after the relevant invoice date.
- 4.3 If the Customer fails to make any payment within the 14 day period following the date of the relevant invoice, without prejudice to its other rights hereunder, United Network Solutions Limited shall have the right to require the customer to pay all sums due on demand.
- 4.4 Time of payment of all sums due to United Network Solutions Limited under the Contract shall be of the essence.
- 4.5 United Network Solutions Limited reserves the right to amend its charges for the Services from time to time.
- 4.6 United Network Solutions Limited shall use its best endeavours to bring to the attention of the Customer any variation in prices prior to their implementation.
- 4.7 Without prejudice to United Network Solutions Limited rights to treat the non-payment as a material breach of the Contract, United Network Solutions Limited 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 month above the Cuts & Co 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 6.1.
- 4.8 United Network Solutions Limited reserves the right to charge for administrative costs incurred by United Network Solutions Limited in pursuing late payers.
- 4.9 All sums due to United Network Solutions Limited 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 Customer shall be liable for all charges arising from use of the Services by any person utilising the customer's registered Services telephone number(s) (with or without Customer's authorisation) until such time as the Customer has notified United Network Solutions Limited of any change or authorised use of the Services.
- 4.11 Details of the Contract and the conduct of the LCR Account will be registered with a license Credit Reference Agency. Information thus registered may be used to help make credit decision or, fraud prevention or the tracing of debtors.
- 4.12 In the event of the Customer obtaining any services from a third party which are competitive with or substantially similar to the Services during the Minimum Term the Customer accepts that United Network Solutions Limited shall be entitled to invoice the Customer during each month of the remainder of the Minimum Term an amount equal to either:
- a) the average of the monthly amounts invoiced by United Network Solutions Limited to the Customer prior to the breach by the Customer of Condition 2.2(a); or
- b) the actual amount payable by the customer for the Services during such month (whichever is the higher).
5. **UNITED NETWORK ENGINEERING ACCESS EQUIPMENT**
- 5.1 The Customer shall provide without charge or cost to United Network Solutions Limited appropriate equipment, space, ducting, environment and continuous stable electricity to install and maintain the United Network Solutions Limited Access Equipment at its premises and to enable United Network Solutions Limited to provide the Services.
- 5.2 It is deemed that title to any United Network Solutions Limited Access Equipment shall remain with United Network Solutions Limited and whilst the United Network Solutions Limited Access Equipment is on the Customer's premises, the Customer 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 Customer will ensure that United Network Solutions Limited is allowed prompt access to all relevant premises to remove the United Network Solutions Limited Access Equipment.
6. **TERMINATION**
- 6.1 The Contract may be terminated by either United Network Solutions Limited or the Customer at any time by 90 days written notice in writing to the other (including week-ends and bank holidays).
- 6.2 If the Customer ceases the agreement or ceases to use the services of United Network Solutions Limited for all its inbound, non-geographic and/or outgoing calls (including without limitation all its voice, fax and data traffic) on an exclusive basis the Customer accepts that United Network Solutions Limited will be entitled to issue an invoice to the Customer equivalent to all monies agreed (on reverse of this document) as a result of goods/services being supplied to the Customer as part of United Network Solutions Limited Total Freedom Equipment Subsidy Program (see clause 1.10). This may include, but is not limited to, monies received under any promotional offer, discounts from the agreed sale price for system hardware / software, engineering services, maintenance or telephone line installation.
- 6.3 If neither United Network Solutions Limited nor the customer provide notice to terminate in accordance with Condition 6.1 the Contract and United Network Solutions Limited agree that the Contract shall automatically be renewed for a further one year.
- 6.4 United Network Solutions Limited (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 United Network Solutions Limited or shall default in due performance or observance of any obligation under the Contract or any other contract with United Network Solutions Limited or an Associated Company and (in the case of remedial breach) fails to remedy the breach within a reasonable time specified by United Network Solutions Limited 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 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.
- 6.5 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 obligation embodied in it including without limitation Conditions 2.2, 4, 7 and 8.
- 6.6
- a) pay to United Network Solutions Limited all arrears of charges together with any interest payable under the Contract up to the date of termination;
- b) return to United Network Solutions Limited all equipment owned or provided by United Network Solutions Limited to the Customer and United Network Solutions Limited access forthwith to the Customer's premises for the removal of any United Network Solutions Limited Access Equipment;
- c) undertake and comply with the provisions of Condition 2.2(d); and
- d) cease being provided the Services and have no right to sue the same.
7. **CONFIDENTIALITY**
- 7.1 The Customer and any User shall at all times keep confidential the terms of the Contract and all matters relating to the Services, and shall not disclose the same to any third party without the prior written consent of United Network Solutions Limited.
- 7.2 The confidentiality obligations set out in Condition 9.1 shall survive the termination of the Contract.
8. **LIMITATION OF LIABILITY**
- 8.1 The following provisions set out United Network Solutions Limited entire liability (including any liability for the acts and omissions of its directors, officers, employees, agents or sub-contractors) to the Customer in respect of:
- a) any breach of its contractual obligations arising under this Contract; and
- b) any representation statement or tortious act or omission including negligence arising under or in connection with this Contract.
- 8.2 AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CONDITION 10. Any act or omission on the part of United Network Solutions Limited or its directors, officers, employees agents or sub-contractors falling within Condition 10.1 shall for the purposes of this Condition 8 be known as an 'Event of Default'.
- 8.3 United Network Solutions Limited shall not be liable for the tort of deceit and for death or injury resulting from their own or that of their directors', officers', employees', agents' or sub-contractors' negligence shall not be limited.
- 8.4 SUBJECT TO THE PROVISIONS OF CONDITION 10.3, UNITED NETWORK SOLUTIONS LIMITED ENTIRE LIABILITY IN RESPECT OF ANY EVENT OF DEFAULT SHALL BE LIMITED TO DAMAGES NOT EXCEEDING THE SUMS PAID BY THE CUSTOMER TO UNITED NETWORK SOLUTIONS LIMITED FOR THE SERVICES PURSUANT TO THIS AGREEMENT IN THE PRECEDING TWELVE MONTH PERIOD IN THE CASE OF ALL EVENTS OF DEFAULT OR SERIES OF CONNECTED EVENTS OF DEFAULT OCCURRING IN ANY TWELVE MONTH PERIOD.
- 8.5 Subject to Condition 10.3, United Network Solutions Limited shall not be liable to the Customer in respect of any Event of Default for loss of profits, goodwill, contracts, opportunity or any other type of special, indirect or consequential loss whatsoever or howsoever even if such loss was reasonably foreseeable or United Network Solutions Limited had been advised of the possibility of the Customer incurring the same.
- 8.6 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 the Contract.
- 8.7 Except in the case of an event of Default arising under Condition 10.3, United Network Solutions Limited shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have serviced notice of the same upon United Network Solutions Limited within six months of the date the Customer became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.
- 8.8 United Network Solutions Limited shall not be responsible for complying with statutory regulations, or local by-laws, or the fulfilment of any special requirements relating to protecting the Customer.
- 8.9 Save as set out in Condition 10.3, United Network Solutions Limited shall have no liability under this Contract of the acts and omissions of other public telecommunication operators or the breakdown total or partial of the United Network Solutions Limited (Cablelink) Network or any other network.
- 8.10 To the extent that all or any part of the Services are faulty, unavailable or interrupted, the Customer's sole and exclusive remedy shall be to compensation in accordance with compensation schedules that may be introduced from time to time by United Network Solutions Limited.
- 8.11 United Network Solutions Limited shall not be liable for faults in the Customer's telecommunications equipment which result in United Network Engineering being unable to provide the Services.
- 8.12 Dates and terms for provisions of the Services shall be estimates only and no liability shall accrue to United Network Solutions Limited for failure to meet any such dates or times. United Network Solutions Limited will not be held responsible for any loss due to programming errors or omissions made by any Authorised Person.
- 8.13 In the event of any failure in the Services, United Network Solutions Limited shall not be liable to the Customer for any charges incurred by the Customer should it direct its telecommunication traffic to another carrier.
- 8.14 United Network Solutions Limited reserves the right not to provide the Services due to any technical limitation in the Customer's telephone system, telephone exchange or United Network Solutions Limited Access Equipment.
- 8.15 The obligations set out in this Condition 10.3 to limitation of liability shall remain in full force and effect notwithstanding the expiration or any termination of this Contract for any reason whatsoever.
9. **DEPOSIT**
- 9.1 United Network Solutions Limited may at any time before or after the provision of the Services require payment by the Customer in a manner specified by United Network Solutions Limited of a sum to be held by way of a deposit and against any charges arising from use of the Services by the Customer and United Network Solutions Limited shall be entitled to offset such deposit against any sums due under this Contract from time to time including interest due or owing United Network Solutions Limited pursuant to Condition 6.6.
- 9.2 Any deposit held by United Network Solutions Limited will not accrue interest whatsoever although any deposit (or part thereof) which is held by United Network Solutions Limited for over one year and which is subsequently repaid to the Customer may, at United Network Solutions Limited discretion, attract interest at an amount determined by United Network Solutions Limited.
10. **ASSIGNMENT**
- 10.1 The Customer shall not assign, transfer, sub-contract, delegate or otherwise deal with all or any of its rights under the Contract.
- 10.2 United Network Solutions Limited shall have the right to assign or otherwise transfer, sub-contract, delegate all or any of its rights and obligations here under to an Associate Company or other person.
11. **FORCE MAJEURE**
- Neither United Network Solutions Limited or the Customer 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 operation, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Services or any part thereof.
12. **NO WAIVER**
- Failure by either United Network Solutions Limited or the Customer 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 be the exercise or enforcement thereof or of any other right on any later occasion.
13. **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 representation made by either party, whether oral or written.
14. **SERVICE OF NOTICE**
- 14.1 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 their 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.
- 14.2 Any notice sent by first class post shall be deemed to have been received two business days after posting. Any notice sent by fax, tele or electronic mail shall be deemed to have been received on the day of its receipt by the addressee.
15. **GENERAL**
- 15.1 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted, with or without amendment.
- 15.2 Unless there is something inconsistent in the subject or context, words denoting the singular number only include the plural and vice versa, words denoting one gender only include the other genders.
- 15.3 Unless the context otherwise requires, a reference to a Condition is to a condition of the Contract.
- 15.4 The headings in the Contract are inserted for convenience only and do not affect its interpretation.
- 15.5 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been entered into without the invalid provision eliminated.
- 15.6 A person who is not a party to this Contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any provisions of this Contract.
16. **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 of any document entered into pursuant to the Contract.