

**1. INTERPRETATION**

- 1.1 In this Contract the following terms have the definitions shown next to them:  
**Supplier:** means 4Com Network Services Ltd, of Loewy House, 11 Enterprise Way, Aviation Park West, Christchurch BH23 6EW. Registered in England Number 06472696  
**Group:** means in relation to the Supplier means 4Com plc, any company of which 4Com plc is a Subsidiary (its holding company) and any other Subsidiaries of any such holding company.  
**Subsidiary:** means in relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.  
**Terms:** means these terms and conditions.  
**Equipment:** means equipment (including any software) placed by the Supplier at the premises to supply the Service.  
**Broadband:** means ADSL/ADSL 2+ and/or FTTC/FTTB  
**Call:** means a signal, message or communication that is silent, spoken or visual.  
**Conditions:** these terms and conditions for the Supplier's business service.  
**Contract:** means these Conditions, the Service, and the Service Guarantee. This Contract begins on the date that the Supplier accepts the Customer's request for Service.  
**Customer:** means the person with whom the Supplier contracts to provide the Service.  
**Customer Equipment:** means equipment that is not part of the Providers' network, and which the customer uses or plans to use with the Service.  
**Minimum Period:** means the minimum contract period applying to each of the Services, including Broadband, Line Rentals and/or SIP services, commencing on the date of connection and expiring on the day at the end of the minimum period set out in the agreement overlay. Following completion of the Minimum Period, this agreement will be extended by further periods of 12 months and will continue in force until terminated in accordance with the requirements under clause 10.2  
**Premises:** means the place at which the Supplier agrees to provide the Service.  
**Service:** means the facility to make or receive a Call (or both) and any related services listed that the Customer agrees to provide to the Customer under this Contract.  
**Service Failure:** means the continuous total loss of the facility to make or receive a Call, or of any related service provided to the Customer under this Contract.

**2. PROVIDING THE SERVICE**

- 2.1 The Supplier will provide the Service by the date agreed with the Customer. Sometimes the Supplier will agree the date following a survey of the Premises.  
2.2 Occasionally, for operational reasons, the Supplier may have to change the codes or the numbers given to the Customer, or interrupt the Service. The Supplier will restore the interrupted Service as quickly as possible.  
2.3 The Customer accepts that occasionally the Supplier will provide instructions regarding the Service. The Customer must follow these instructions.  
2.4 The Supplier may take instruction from a person who it thinks, with good reason, is acting with the Customer's permission.  
3. **PHONE BOOK AND DIRECTORY ENTRIES**  
3.1 The Service includes a telephone number. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from BT's Directory Enquiries Service unless the Customer requests otherwise.  
3.2 The Supplier may agree to a special entry in the BT Phone Books at an additional charge.  
3.3 The Customer does not own any number nor has any right to sell or to agree to transfer any number provided to it by the Supplier.  
4. **MANAGING THE SERVICE**  
4.1 If the Customer reports a fault in the Service, the Supplier will respond in line with the level of repair service the Customer has chosen.  
4.2 If the Supplier agrees to work outside the hours covered by the repair service the Customer has chosen, the Customer must pay the Supplier's additional charges for doing so.  
4.3 If the Customer reports a fault and the Supplier finds that there is none, or that the Customer has caused the fault, the Supplier may charge the Customer for any work undertaken to discern the reported fault.

**5. MONITORING CALLS**

The Supplier monitors and records calls relating to customer services and telemarketing. The Supplier does this for training purposes and to improve the quality of its customer services.

**6. ACCESS TO AND PREPARING THE PREMISES**

- 6.1 The Customer agrees to prepare the Premises according to any instructions either the Supplier or Openreach may give, and provide Openreach with reasonable access to the Premises.  
6.2 When Openreach work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.  
6.3 If the Supplier or Openreach need to cross other people's land, or put Openreach equipment on their property, (for example a neighbour or landowner), the Customer agrees to obtain their permission.  
6.4 The Supplier and Openreach will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for the Supplier and Openreach.  
6.5 The Customer agrees to provide, at its expense, a suitable place and conditions for the Suppliers' Equipment and where required a continuous mains electricity supply and connection points.  
6.6 The Customer agrees to look after any Openreach Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by Openreach or anyone acting on behalf of Openreach.

**7. CUSTOMER EQUIPMENT**

- 7.1 If the Customer wishes to connect Customer Equipment to the Openreach network other than by using an Openreach main telephone socket, the Customer must get permission from Openreach.  
7.2 Any Customer Equipment must be:  
(a) technically compatible with the Service and not harm the Openreach network or another customer's equipment;  
(b) connected and used in line with any relevant instructions, standards or laws.

**8. MISUSING THE SERVICE**

- 8.1 Nobody must use the Service:  
(a) to make offensive, indecent, menacing, nuisance or hoax Calls; or  
(b) fraudulently or in connection with a criminal offence.  
The action the Supplier can take if this happens is explained in paragraph 11. If a claim is made against the Supplier because the Service is misused in this way, the Customer must reimburse the Supplier in respect of any sums the Supplier is obliged to pay.

**9. CHARGES AND DEPOSITS**

- 9.1 The Customer agrees to pay all charges for the Service as shown on the front of these Conditions, (or as otherwise agreed), and calculated using the details recorded by the Supplier.  
9.1.1 An introductory twenty five per cent discount will be applied to your line rentals/SIP services and voice broadband service provided for this purpose upon service establishment, and will apply for the first twelve months only, after which time standard pricing will be applied.  
9.2 Unless paragraph 9.4 applies, rental charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears.  
9.3 The Supplier will send its first invoice shortly after providing the Service, and then at regular intervals, usually every month. Sometimes the Supplier may send the Customer an invoice at a different time.  
9.4 If the Customer orders a temporary Service, the Supplier may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.  
9.5 The Supplier will send invoices for the Service to the address requested by the Customer. The Customer may also view its invoices on line at: [www.4com.co.uk](http://www.4com.co.uk)  
9.6 The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of the Supplier's invoice.  
9.7 Broadband usage will be based upon a predetermined unit of time and or volume of data, together with any charges related to Value Added Services from time to time provided by the Company, in each case at the rates set out or referred to in the Company's published tariffs and or such as may be agreed in writing between the Customer and the Company. Unless otherwise stated, the monthly inclusive transfer is limited to 100Gb. Usage which exceeds the agreed allowance within the specified monthly package will be charged at the Company's standard rates of £1.00 per Gb. All Usage Charges will be invoiced to the Customer monthly in arrears, and must be settled by Direct Debit.

**10. CANCELLING OR TERMINATING THIS CONTRACT**

- 10.1 The Customer may terminate this Contract or any part of the Service at any time before the Supplier provides the Service. In this event the Customer must pay the Supplier for any work carried out or money spent in preparing to provide the Service. The Supplier will take reasonable steps to limit the amount of its costs.  
10.2 This Contract can be ended by:  
(a) The Customer upon three (3) months' prior written notice to the Supplier. Such notice to coincide with the end of the Initial Minimum Period, or any subsequent 12month renewal period. This notice must be sent to the Supplier's place of business via recorded delivery. For non-renewable Contracts, should the services leave 4Com further to the minimum term expiring without notice having been provided, or should the notice period not be served, a charge equating to 3 months' average billing revenue will be invoiced to the customer.  
(b) The Supplier on one month's written notice to the Customer.  
10.3 If this Contract ends during the Agreement Term the Customer must pay the Supplier the early termination charge, which will equal the remainder of rentals payable for the remainder of the Agreement Term, less a discount of 50 per cent which the Supplier shall in its sole discretion give to the Customer. In either case, the Supplier shall invoice the Customer for the appropriate amount, which is to be calculated based on an average charge over the last 3 full months billing to the Customer.  
Should an introductory Line Rental discount have been applied, the Customer agrees to repay the Supplier the total discount applied should this Contract end at any time during the offer period.

**11. IF THE CUSTOMER BREAKS THIS CONTRACT**

- 11.1 The Supplier can suspend the Service and any other Services provided to the Customer by a member of the Supplier's Group ("Other Services") or end this Contract (or both) at any time without notice if one of the following applies:  
(a) the Customer breaches this Contract or any other Agreement the Customer has with the Supplier or a member of its Group, and fails to put right the breach within a reasonable time of being asked to do so.  
(b) The Supplier reasonably believes that the Service is being used in a way forbidden by paragraph 8.1. This applies even if the Customer does not know that the Service is being used in such a way.  
(c) bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a Court on time, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.  
11.2 If the Customer does not pay a bill, the Supplier will generally not suspend the Service or Other Services or end the Contract until 28 days after the payment was due (14 days if the Customer pays monthly). However, sometimes the Supplier may take this action after only 7 days should it have been necessary to enforce this suspension/cancellation previously.  
11.3 If the Service or Other Services are suspended, the Supplier will tell the Customer what needs to be done before it can be re-instated. However the Customer must continue to pay rental charges whilst this Contract continues, and all charges in relation to Other Services.  
11.4 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

**12. LIMITS OF LIABILITY**

- 12.1 The Supplier cannot guarantee that the Service will never be faulty. The supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract, but the supplier shall have no further liability whatsoever.  
12.2 The Supplier shall not be held liable for any costs associated with fraudulent calls made via the Service howsoever caused, and the Customer agrees to take all reasonable steps to ensure that this does not happen. These steps must include, but are not limited to, ensuring that all available security measures are installed/employed within their telephone systems. Non-compliance may result in exclusion of any Anti-Fraud protection offered by the Supplier.

**13. MATTERS BEYOND THE SUPPLIER'S REASONABLE CONTROL**

- 13.1 Sometimes the Supplier may be unable to do what it has agreed because of something beyond its reasonable control.  
13.2 If this happens, the Supplier is not liable to the Customer. However, the Supplier will try to provide Call Diversion to the Customer.

**14. RESOLVING DISPUTES**

- The Supplier will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Supplier's website.

**15. CHANGES TO THIS CONTRACT**

- 15.1 The Supplier can change these Conditions (including the charges) at any time.  
15.2 The Supplier will publish details on line on the Supplier's website [www.4com.co.uk](http://www.4com.co.uk) at least 2 weeks before the change is to take effect.

- 15.3 The Supplier reserves the right to add or amend Line connection details to the Line Rental Agreement should additional services be found at point of survey and/or installation, and the Customer agrees to pay for these additional services.

**16. TRANSFERING THIS CONTRACT**

- The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else. The Supplier may transfer its rights and obligations under the Contract at any time.

**17. THIRD PARTY RIGHTS**

- The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

**18. NOTICES**

- If the parties need to write to each other they must do so as follows:-  
(a) To the Supplier at the address shown on the bill or any address which the Supplier provides to the Customer. Such notice to be sent via Recorded Delivery.  
(b) To the Customer at the address to which the Customer asks the Supplier to send invoices, the address of the premises or, if the Customer is a limited company, its registered office.

**19. THE SUPPLIER'S GUARANTEE**

- 19.1 The Supplier guarantees:  
(a) to provide the Service by the date agreed with the Customer as described in paragraph 2.1;  
(b) to set into place a repair to a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to the Supplier.  
(c) not to disconnect the Service by mistake.  
(d) to keep any appointment the Supplier makes with the Customer under this Contract.  
19.2 If Openreach is late in providing the Service or repairing a Service Failure, the Customer may choose Call Diversion as described in paragraph 19.2. This is only available if it is reasonably practicable, as technical restrictions may sometimes prevent this option.

**20. CALL DIVERSION**

- 20.1 If the Supplier provides call diversion, Openreach will divert the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's choice. Once Openreach has provided the Service or repaired a Service Failure, the Supplier will cancel the Customer's Call Diversion.  
20.2 The number chosen must be a UK number, but there are some number ranges to which Openreach will not divert the Customer's calls (for example, 0800 and 0870 numbers).  
20.3 If Openreach diverts the Customer's Calls to a mobile number, the person calling the Customer will not have to pay extra costs for making that Call, however the Charges for the diverted part of the Call are to be borne by the Customer.

**21. APPLICATION OF THIS GUARANTEE**

- 21.1 This guarantee applies to the Service, including generally any related services the Supplier provides to the Customer.  
21.2 This guarantee does not apply if:  
(a) someone, other than Openreach, has caused the fault;  
(b) Openreach asks for access to the Premises and the Customer does not allow this;  
(c) Openreach reasonably asks for other help and the Customer does not provide it.