

# Terms and Conditions for Services

## Conditions for Service

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This service we promise to provide

### 1.0 What the Service is

The Service we (Acorn) supply to you (our customer) is the ability to make or receive a call (or both). The Service does not include any phones or other equipment that we supply to you under a separate agreement. In providing the Service, we promise to use the responsible skill and care of a competent telecommunications service provider.

### 2.0 Things we may have to do

2.1 We may have to do some things that could affect the Service. These things are listed in paragraph 2.2. If we have to interrupt the Service we will restore it as quickly as we can.

2.2 Occasionally we may have to:

- (a) Change the code or phone number or the technical specification of the Service if this happens is explained in paragraphs 13.1 and 13.2. We will however give you written notice before taking any such action.
- (b) Interrupt the Service for operational reasons or because of an emergency;
- (c) Give you instructions that we believe are necessary for health or safety or for the quality of the Service that we supply to you or to our other customers.

### 3.0 Phone number

3.1 You have no right to sell or to agree to transfer the number provided to you for use with the Service and you must not try to do so.

3.2 Nobody must advertise the phone number for the Service in or on a phone box without our consent, and you must make sure that this does not happen. The action that we can take if this happens is explained in paragraphs 13.1 and 13.2. We will however give you written notice before taking any such action.

### 4.0 The phone box and directory enquiries

4.1 No entry will be made in the phone book unless you request this in writing to us, once requested we will put our name, address and phone number for the Service in the phone book for your area and make your phone number available from BT directory enquiry service, as soon as we can.

4.2 If you want a special entry in the phone book you must let us know. Where we agree to a special entry you must pay an extra charge and sign a separate agreement for that entry.

### 5.0 Call monitoring

5.1 We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services, including complaint handling.

### 6.0 Use of your information

6.1 We will use the information we have about you and your use of the Service for marketing purposes. However, we will not do so if you ask us not to.

6.2 For your information we possess your billing data and information about your use of Acorn's service (this includes information about your bill size, the numbers you call and times you call) for marketing our own telecommunications products and services. This allows us to better inform you about products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. For example, we are able to help you benefit from discount to frequently called numbers and destinations. **WE DO NOT DISCLOSE THIS INFORMATION TO ANYONE ELSE.** We need your consent to continue to give you all the benefits that this processing provides and we will assume we have it unless you tell us otherwise by writing to us at Acorn Networks Services Ltd, Acorn House, 5 French Place London E1 6JB or any other address we give you.

### 7.0 When we will provide the Service

We will provide you with the Service by the date we agree with you in writing, email or fax.

### 8.0 Repairing faults

8.1 We will work on any fault that is reported to us according to the repair service we have agreed to provide to you.

### 8.2 When we agree to work on a fault outside the hours covered by the repair service that we provide to you, you must pay us any extra charges incurred.

8.3 If you tell us there is a fault in the Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for the work we do, to try to find the fault or to repair it.

### 9.0 Fixing our charges for the Service

#### 9.1 Charges

(a) You must pay the charges for the Service as set out in our Price List. This applies whether you use the Service or someone else does. We can charge the charges as explained in paragraph 15.2.

(b) If someone makes a call without your knowledge, from our side of the main telephone socket, you will not have to pay for the call, unless we prove that you could have taken reasonable steps to prevent the call being made.

#### 9.2 Rental

You must pay us rental from the day we supply the Service. For ISDN 30e and Dass2, this will be from the date the Bearer is installed where there are not

any numbers to be retained. Where there are numbers to be retained, you will have up to 21 days to activate the Bearer before we will impose the rental charge on the Service. We will usually ask you to pay the rental in advance. The rental will depend on how we classify your line. The classifications will be explained at the time of order. If we supply you with temporary Service, you may have to pay the rental in advance for the whole period that you want the Service.

#### 9.3 Calculating the Call charges

We will calculate the charges for Calls using the details recorded at the BT telephone exchange or Our Network Supplier if not BT.

#### 9.4 Bills

9.4.1 We will send you for first bill shortly after we provide the Service. We will send you further bills about every month, but we may not send you a bill at any time including any call charges in arrears. We will send bills to the address you ask us to.

#### 9.5 Payment in advance, deposits and call levels

(a) We may ask you for a payment before one is normally due. This will not be more than the connection charge and rental for the Minimum Period, except in circumstances where we send you a bill because you have exceeded your Call Level.

(b) We may ask for a deposit at any time, as security for payment of your bills, if it is reasonable for us to do so.

(c) We may decide a Call Level is no longer necessary. We will inform you of this.

(d) We may use the Services of a Credit Reference Agency in order to approve your application for services. We reserve the right to decline any application that does not meet our criteria.

#### 9.6 When you must pay

You must pay all charges and rental within 14 days of you receiving your bill and deposits when we ask for them. Payments are to be made by Direct Debit only unless agreed in writing by Acorn Network Services Ltd.

#### 9.7 Minimum requirement for service

In return for Acorn to provide its ISDN 30 services, all local call, National call, and Mobile traffic as a minimum must be routed through Acorn. Failure to do so may result in a levy being imposed upon the Service concerned.

#### 10.0 Your other responsibilities

10.1 Connecting and using your equipment with the BT network or Our Network Suppliers network if not BT.

(a) You may only connect phones, extension wiring, sockets or other equipment to the network using a main telephone socket that BT or Others has fitted and maintained, unless we agree otherwise. We may end any such agreement after giving you notice.

(b) Equipment must only be used with our network in a way that meets the relevant standards and your licence. If your equipment does not meet those standards, you must immediately disconnect it, or allow us to do so at your expense. If you ask us to test your equipment to make sure that it meets those standards or your licence, you must pay us the charge set out in our Price List.

(c) You are liable for charges for calls that arise from faulty equipment, incorrectly installed software, software bugs, virus and incorrectly configured hardware that fails to disconnect from the network or repeatedly redials.

10.2 Supply a place and electricity for our equipment. We will have to place equipment on your premises to provide you with the Service. For residential customers this will normally be a telephone socket. You must provide a suitable place and conditions for our equipment. If we have to supply equipment that needs continuous mains electricity supply and connection points, you must provide them where we need them at your own expense.

#### 10.3 Preparing your premises

You must prepare your premises before we arrive according to any instructions that we give you. When our work is completed, you will be responsible for putting items back and for any necessary redecorating.

#### 10.4 Entry to your premises

(a) If the engineers have to enter your premises you must let them do so as long as they show their BT or Acorn identity card. We will meet your reasonable requirements about the safety of people on your premises and we will do the same.

(b) If we need someone else's permission to cross or put our equipment on their premises, you must get that arrangement for us and make any necessary arrangement.

#### 10.5 Damage

Nobody must tamper with our equipment that is on your premises. If anyone does and there is any damage to or loss of our equipment, you must pay the charge in our Price List for any necessary repair or replacement.

#### 10.6 Misuse of the Service

Nobody must use the Service:

- (a) To make offensive, indecent, menacing, nuisance or hoax calls;
- (b) Fraudulently or in connection with a criminal offence; and you must make sure that this does not happen. The action we can take if this happens is explained in paragraphs 13.1 and 13.2. If a claim is made against us because the Service is misused in this way, you must reimburse us in respect of the sums we are obliged to pay.

#### 10.7 Indemnity

If you use the Services for business use, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them.

#### 11.0 If we break this agreement

11.1 We accept liability for being late in providing the Service or repairing a failure of the Service, or for failing to keep an appointment, unless for a reason covered by paragraphs 12.1. However, our liability is limited as set out in this paragraph 11.

11.2 We accept liability if you are injured or die as a result of our negligence. We do not limit that liability explained in paragraphs 11.3, 11.4 and 11.5 do not apply to that liability.

11.3 We have no liability under this agreement for a failure in provision of the Service or the Service itself this does not affect our liability if we are negligent.

11.4 We have no liability for any loss that is not reasonably foreseeable, nor any loss of business, revenue, profit, or savings you expected to make, wasted expense, financial loss or data being lost or harmed.

11.5 Any liability we have of any sort (including any liability because of our negligence) is limited to £10 Thousand for any one event or any series of related events, and in any 12 month period to 20 Thousand in total.

11.6 Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

#### 12.0 Matters beyond our reasonable control

If we cannot do what we have promised in this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving our employees), we will not be liable for this. However, we will refund a day's rental to you for any day, or part day, that there is a failure of the Service because of something beyond our reasonable control.

#### 13.0 If you break this agreement

13.1 We can suspend the Service or end the agreement (or both) at any time without telling you if:

- (a) You break this agreement or any other agreement you have with us for telephone (including payphone), telex or private service and fail to remedy the breach within a reasonable time of being asked to do so;
- (b) We believe that the Service is being used in a way forbidden by paragraph 10.6. This applies even if you do not know the Calls or the Service is being used in such a way;
- (c) Bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgement of a court on time or you make an arrangement with your creditors or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

13.2 If you agree Call Level is reached before your next monthly bill is sent to you, we will inform you of the amount you have spent and agree any necessary action. If you have a limited payment history for the Service (less than three bills received and paid in full) we may also restrict your ability to make outgoing calls pending payment of charges accrued on our billing system.

13.3 If you miss a payment, we will not suspend the Service or end the agreement until seven days after the payment was due. However, if we suspend the Service and you miss another payment during the twelve months after we provide the Service again, we may then suspend the Service or end the agreement (or both) seven days after the payment was due. In the case of a bill for Call Charges only we may suspend the Service or end the agreement (or both) seven days after the payment was due.

13.4 If we suspend the Service, we will not provide it again until you do what you have agreed or satisfy us that you will do so in future or that the Service will not be used in a way that is forbidden by paragraph 10.6.

13.5 If we suspend the Service because you break this agreement, the agreement will still continue. You must pay us rental for the agreement as if you were giving notice under paragraph 13.1 or you or we end the agreement by giving notice under paragraph 18.1

#### 14.0 Arbitration

If we cannot resolve any dispute with you, you can refer the dispute to the Chartered Institute of Arbitrators under our simple procedure. This does not apply to disputes that involve more than £5000 or a complicated issue of law.

#### 15.0 Changing the agreement

##### 15.1 In general

If you ask us to make any change to the Service we may ask you to confirm your request in writing. If we agree to a change, this agreement will be changed when we confirm the change to you in writing.

##### 15.2 Conditions

We can change the conditions of this agreement including our charges at any time. We will give you at least two weeks' notice of any change to these conditions.

#### 16.0 Transferring the agreement

You cannot transfer or try to transfer this agreement or any part of it to anyone else.

#### 17.0 Cancelling the Service before it is provided

You may cancel the Service at any time. However, after the contract has been signed and received by us, you will be liable for the administration charge as set out in our price list (ISDN 30e and Dass 2 only). Also you may be liable for any work we have carried out or money we have spent on your behalf prior to the Bearer being installed.

#### 18.0 Ending the agreement after the Service is provided

18.1 This agreement, or the supply of the Service, is for the duration of (60/84) months and can be ended by:

- (a) One month's notice from you to us; or
- (b) 90 days' notice from you to us prior to renewal date.

18.2 The initial term of this Agreement shall be "(60/84 Months)". The minimum term is the term in which the equipment/service/rates supplied will be used until it's upgraded or replaced or revised. If a promotional or plan benefit (such as an equipment upgrade, free month or discounted pricing of service, free installation, rebate, or other incentive) is provided to you at no charge or at a specified discount based on your keeping Broadgate service for a specific length of time, then, unless otherwise specified in the offer you received, the specified period begins on the Order Date/Service Activation.

18.3 If we terminate or disconnect the service due to bankruptcy or liquidation, the contract would be terminated at 60 months duration. We reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or terminate your Service without a stated reason, or if you discontinue the Service whilst in term or if your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges and will also be responsible for the full month's charges to the end of the current

term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. If you request for termination or attempt to disconnect service before the end of current service term (84 Months), you will be responsible for all the charges for the current term that are applicable, including unbilled charges, plus an Early Termination charge.

18.4 The definition of 'Service provided' (ISDN 30e and Dass 2 only) will be deemed from when the Bearer has been installed to the premises; all other services from install date. To cancel the Service after the Bearer has been installed, you will have to pay the full installation costs of the Service provided. Acorn's standard installation charges are set out in the price list.

18.5 If you give us notice that ends during the Minimum Period (ISDN 30e and Dass 2 that is any time between the date of Bearer activation to the end of the contract term; all other services from installation date), you must pay us the relevant cancellation charge. This will be 100% of the outstanding rental value for the remaining period of the contract. For all services, providing a minimum one year's rental has been paid, then 100% of the outstanding rental will be payable, otherwise you will be charged the remainder of the first years rental plus 100% of the outstanding rental over the remaining contract period.

18.5.1 If you give us notice that ends during the minimum period on any DSL service, including the ADSL service, then the total outstanding rental charge is payable for the remainder of the contract period.

18.6 If you have paid any rental for a period after the end of the agreement, we will either repay it or put it towards any money you owe us.

18.7 You must pay all charges for the Service until the date on which we stop providing the Service to you.

18.8 We can end this agreement at any time without telling you if paragraph 13.1 applies.

#### The other things we need to tell you

18.9 If either Acorn nor the customer provide notice to terminate, the client and Acorn agree that the Contract shall automatically be renewed for a further fixed period equal to the initial contract period, unless terminated or cancelled by either party, in which case early termination fees will be applicable as mentioned in section above.

#### 19.0 How to give notice

Any notice given under this agreement must be delivered by hand or sent by fax or pre-paid post as follows:

- (a) To us at the address shown on the Telephone Service Agreement form or on your last bill or any other address we give you;
- (b) To you at the address you have asked us to send bills to.

#### 20.0 Other document

20.1 These conditions, the documents referred to in them, the Telephone Service Agreement form and the Digital-Analogue Order form set out the whole agreement between you and us for the Service.

20.2 Our Price List contains explanations, definitions, notes and conditions which form part of this agreement. You can see a copy of our price list or obtain copies of the relevant pages at our main office.

#### 21.0 Third party rights

A person who is not a party to this agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 22.0 Legal Fees

The customer (you) will be responsible for all reasonable pre-trial legal costs endured by the company (us) for any action we or you may take in connection with the enforcing / or breaches of this agreement and the services provided by us.

#### 23.0 Explanations of certain words

"BT" means British Telecommunications PLC / Openreach, a BT Group business.

"Call" means a signal, message or communication which is silent spoken or visual on each line that we agree to provide to you under this agreement.

"Your equipment" means equipment that is not part of our network and which you use or intend to use with the Service.

"Failure of the Service" means the continuous total loss of the ability to make or to receive Calls or the continuous total loss of a related service.

"Your line" means a connection to the BT network.

"Minimum period" means the months of the Service or the period set out in your contract. Unless otherwise noted at the signing of this agreement.

"The network" means BT's public switched telecommunications network.

"Phone Box" means any kiosk, booth, acoustic hood, shelter or similar structure in which a phone is installed for the provision of telephone service to the public.

"Your premises" means the place where the Service is or will be provided.

"Relevant standards" means the standards designated under Section 22 of the Telecommunications Act 1984.

"Service" means all or part of the Service explained in paragraph 1 and any related services listed in our Price List that we agree to provide to you under this agreement.

"We", "us" and "Acorn" means Acorn Networks Services Ltd or the body corporate which bears the English company registration number 06624460.

"You" means the customer we make this agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.