

SERVICE AGREEMENT TERMS AND CONDITIONS: MASTER TERMS AND CONDITIONS

The following Terms and Conditions shall apply to all WESTCOM NETWORK SOLUTIONS LTD contracts. In addition to the General Terms listed below, product specific Terms and Conditions shall apply as listed. The Customer agrees to be bound by both the General Terms, and any Product Specific Terms and Conditions applying to the Services requested on the order form.

1. Definitions

In this Agreement the following terms shall have the following meanings:

- (a) "Administrative Charge" means a monthly fee of £2.50 imposed by WESTCOM NETWORK SOLUTIONS LTD for handling payments made other than by direct debit as provided in Condition 6.3 below;
- (b) "Customer" means the person or entity whose details are set out on the Order Form;
- (c) "Customer Equipment" means any telecommunications apparatus or system owned or controlled by the Customer;
- (d) "Order Form" means a request for Services signed by the Customer and delivered to WESTCOM NETWORK SOLUTIONS LTD
- (e) "Minimum Term" unless otherwise set out on the Order Form means a period of 12 months;
- (f) "Minimum Monthly Invoice Value" shall be £25.00 excluding VAT at the appropriate rate;
- (g) "Service" means the service or services the Customer has requested from WESTCOM NETWORK SOLUTIONS LTD on the Order Form;
- (h) "Service Equipment" means an auto-dialer or any other data collection and call routing device or other telecommunications equipment WESTCOM NETWORK SOLUTIONS LTD may from time to time install at the Customer's Premises for the purposes of providing the Service.
- (i) "Call Fraud Alert Service" means the chargeable network based call profiling service (referred to in Condition 3.3.1 below) applied to every account unless specifically declined by the Customer in writing, for the purpose of identifying potential fraudulent or unusual calls emanating from the Customers registered telephone numbers.

2. Acceptance

2.1 The Customer may from time to time deliver Order Forms to WESTCOM NETWORK SOLUTIONS LTD on the terms of this Agreement. Any Order Forms shall be in such form as is notified to the Customer by WESTCOM NETWORK SOLUTIONS LTD from time to time by WESTCOM NETWORK SOLUTIONS LTD and WESTCOM NETWORK SOLUTIONS LTD may in its sole discretion accept.

2.2 Each Order Form shall be binding on WESTCOM NETWORK SOLUTIONS LTD only after it indicates its acceptance by sending out a welcome letter to the Customer or commences provision of the Service whichever is the earlier, prior to acceptance the Customer agrees that WESTCOM NETWORK SOLUTIONS LTD may carry out such credit checks as it deems necessary pursuant to Condition 7.3.

2.3 The Customer accepts that WESTCOM NETWORK SOLUTIONS LTD may incur charges in advance of the service being made live which are reflected in the WESTCOM NETWORK SOLUTIONS LTD pricelist under "Installation and/or One Off Charges", and that these charges are payable in full, even in the event that the service is subsequently cancelled by either party.

3. The Service

3.1 WESTCOM NETWORK SOLUTIONS LTD agrees to provide the Service to the Customer and the Customer agrees to use the Service on the terms set out in this Agreement.

3.2 WESTCOM NETWORK SOLUTIONS LTD will provide the Service with the reasonable skill and care of a competent telecommunications service provider.

3.3 WESTCOM NETWORK SOLUTIONS LTD will use reasonable endeavors to ensure that the Service is available for use by the Customer but owing to the nature of telecommunications networks it is impossible to provide a fault free Service and the quality of the Service depends on both the quality and availability of the network to which the Customer is connected and also on other telecommunications networks to which the person being called is connected.

3.3.1 WESTCOM NETWORK SOLUTIONS LTD shall apply its' Call Fraud Alert Service to every customer account, at a monthly cost of £2.50 per account, unless specifically requested not to do so by the Customer in writing. The Customer accepts that in the event of such a request, WESTCOM NETWORK SOLUTIONS LTD shall require the Customer to sign a Disclaimer where the Customer acknowledges that WESTCOM NETWORK SOLUTIONS LTD shall not be held responsible for any fraudulent activity involving the Customers' telephone services, and that all charges incurred by the Customers' telephone services shall be deemed legitimate, and shall be paid for by the Customer as part of their normal monthly invoice.

3.4 WESTCOM NETWORK SOLUTIONS LTD shall respond to any reported fault with the Service as soon as reasonably practicable during WESTCOM NETWORK SOLUTIONS LTD normal working hours and shall use all reasonable endeavors to correct any fault within WESTCOM NETWORK SOLUTIONS LTD control unless the Customer has requested and is in receipt of an Out of Hours Service Level Agreement, whereby WESTCOM NETWORK SOLUTIONS LTD shall respond in accordance to the conditions applicable to that Service Level Agreement.

4. Service Equipment

4.1 WESTCOM NETWORK SOLUTIONS LTD or its appointed agent may deliver and install Service Equipment required for provision of the Service at the Customer's Premises. WESTCOM NETWORK SOLUTIONS LTD will take all reasonable steps to deliver and install the Service Equipment by such date as is advised, however any delivery date specified shall be an estimate only. WESTCOM NETWORK SOLUTIONS LTD accepts no liability for failure to meet the delivery date.

4.2 Any Service Equipment supplied by WESTCOM NETWORK SOLUTIONS LTD shall at all times remain the property of WESTCOM NETWORK SOLUTIONS LTD unless the Order Form and/or contract specifically states that the equipment is to be purchased from WESTCOM NETWORK SOLUTIONS LTD by the Customer.

4.3 The Customer must not add to, modify or in any way interfere with any Service Equipment supplied or maintained by WESTCOM NETWORK SOLUTIONS LTD, nor allow anyone else other than someone authorised by WESTCOM NETWORK SOLUTIONS LTD to do so. The Customer will be liable for any loss or damage to the Service Equipment except where such damage is due to fair wear and tear or is caused by WESTCOM NETWORK SOLUTIONS LTD or anyone acting on WESTCOM NETWORK SOLUTIONS LTD behalf

5. Use of the Service

5.1 The Customer shall ensure that any Customer Equipment required for the use of the Service is in proper working order and complies with all applicable standards and approvals for network connection.

5.2 The Customer shall ensure that the Service is not used either by the Customer or any third party for any fraudulent, criminal, defamatory, offensive, obscene or abusive purpose or so as to constitute a violation or infringement of the rights of WESTCOM NETWORK SOLUTIONS LTD or any third party. The Customer hereby undertakes to comply with all applicable laws and regulations and all reasonable instructions of WESTCOM NETWORK SOLUTIONS LTD in relation to its use of the Service and the Service Equipment.

5.3 WESTCOM NETWORK SOLUTIONS LTD shall have the right to recover all reasonable costs incurred in investigating or remedying any fault with the Service where it is caused by the Customer's negligence or default or by the Customer Equipment or where the fault does not lie with WESTCOM NETWORK SOLUTIONS LTD or any Service Equipment.

6. Payment

6.1 The Customer shall pay any applicable charges for the Service(s) as set out in the WESTCOM NETWORK SOLUTIONS LTD tariff current from time to time (a copy of which is available on request), or as set out on the Order Form. All prices are exclusive of value added tax and all prices are subject to change upon WESTCOM NETWORK SOLUTIONS LTD giving not less than 30 days prior written notice to the Customer.

6.2 All sums due to WESTCOM NETWORK SOLUTIONS LTD under this agreement shall be paid in full by the Customer without any set off whatsoever.

6.3 The Customer shall be invoiced monthly by WESTCOM NETWORK SOLUTIONS LTD for charges under this agreement plus valued added tax, unless otherwise specified by WESTCOM NETWORK SOLUTIONS LTD in writing. Payment of the full amount is due within 28 days of the invoice date, irrespective of payment method. Payments made by direct debit will be collected at least 10 working days after the invoice date. The time of payment of all sums due to WESTCOM NETWORK SOLUTIONS LTD under this agreement shall be of the essence. If payment in full is not received by WESTCOM NETWORK SOLUTIONS LTD upon the due date, WESTCOM NETWORK SOLUTIONS LTD shall be entitled to levy an interest charge on any unpaid overdue balance at a rate of 8% above the base rate for the time being of the Bank of England. Interest will be charged on a daily basis. Invoices paid by means other than Direct Debit shall be subject to an additional £2.50 monthly charge.

6.4 All charges payable under this agreement shall be calculated by reference to data recorded or logged by WESTCOM NETWORK SOLUTIONS LTD and not by reference to data recorded or logged by the Customer.

6.5 The Customer acknowledges that WESTCOM NETWORK SOLUTIONS LTD will incur cost and expense in providing the Service and any Service Equipment and relies on the Customer achieving the Minimum Monthly Invoice Value. Accordingly, if charges in any month fall below the Minimum Monthly Invoice Value, WESTCOM NETWORK SOLUTIONS LTD shall be entitled to invoice the Customer for any shortfall between the actual charges and the Minimum Monthly Invoice Value and the Customer agrees that any amount so incurred represents a reasonable pre-estimate of the loss WESTCOM NETWORK SOLUTIONS LTD is likely to suffer by reason of the Customer not achieving such Minimum Monthly Invoice Value

6.6 Subsequent to carrying out a credit check pursuant to Condition 7.3, WESTCOM NETWORK SOLUTIONS LTD may require a cash deposit or bank guarantee to cover charges which WESTCOM NETWORK SOLUTIONS LTD might reasonably expect the Customer to incur under the Agreement or may place a limit on the Customer's account for charges that can be accumulated by the Customer before payment is received by WESTCOM NETWORK SOLUTIONS LTD in respect of provision of the Service.

7. Provision of Information

7.1 The Customer undertakes promptly to provide WESTCOM NETWORK SOLUTIONS LTD free of charge, with all information and cooperation as it may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

7.2 WESTCOM NETWORK SOLUTIONS LTD warrants to keep any data or other information it obtains in the performance of its obligations under this Agreement in accordance with relevant data protection legislation and not to use or disclose such information for any unlawful purpose. WESTCOM NETWORK SOLUTIONS LTD may from time to time disclose personal data of the Customer and (if relevant) the Customer's employees to its sub-contractors and service providers in order to supply the Service.

7.3 WESTCOM NETWORK SOLUTIONS LTD reserves the right to carry out a credit check against the Customer and may register information about the Customer and the Customer's account with credit reference agencies. WESTCOM NETWORK SOLUTIONS LTD and other lenders may use this information to make credit decisions. This information may also be used to prevent fraud and to trace debtors.

8. Liability

8.1 Nothing in this agreement shall exclude or restrict WESTCOM NETWORK SOLUTIONS LTD liability for death or personal injury resulting from the negligence of WESTCOM NETWORK SOLUTIONS LTD or its employees while acting in the course of their employment or for fraudulent misrepresentation or for any other liability that cannot by law be excluded.

8.2 Subject to 8.1, WESTCOM NETWORK SOLUTIONS LTD total aggregate liability to the Customer in respect of all causes of action arising in each calendar year in contract, tort or otherwise in connection with this Agreement shall be limited to 125% of the total charges paid or payable by the Customer for the Service in such calendar year or to £20,000, if greater.

8.3 It is the customers' responsibility to ensure that any request to transfer Service to WESTCOM NETWORK SOLUTIONS LTD does not breach any existing contractual obligations the Customer may have with their current suppliers, and WESTCOM NETWORK SOLUTIONS LTD shall not be responsible in any way for any financial losses or legal disputes arising from such a breach of contract.

8.4 WESTCOM NETWORK SOLUTIONS LTD shall not be liable to the Customer in contract, tort or otherwise, including any liability in negligence for any loss of revenue, business, anticipated savings or profit or for any indirect or consequential loss however arising.

8.5 WESTCOM NETWORK SOLUTIONS LTD shall not be liable for failure to perform any of its obligations under this Agreement if it is prevented from doing so by any circumstances beyond its reasonable control, including, but not limited to, the acts or omissions of a third party telecommunications network operator.

8.6 In the event of any failure in the Service, WESTCOM NETWORK SOLUTIONS LTD shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another service provider unless on the specific instructions from WESTCOM NETWORK SOLUTIONS LTD Customer Care.

8.7 WESTCOM NETWORK SOLUTIONS LTD shall not be liable for any breach of this agreement or any delay in performance of its' obligations to the extent that such breach is caused by circumstances beyond its' reasonable control including Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving its' employees), extremely severe weather or acts of local or central Government or other competent authorities.

8.8 The provisions of this condition 8 shall continue to apply notwithstanding the termination of this agreement.

9. Suspension of Service

WESTCOM NETWORK SOLUTIONS LTD may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:

9.1 the Customer is in breach of any term of this Agreement;

9.2 the Customer prevents or delays any prearranged maintenance from being carried out;

9.3 the Customer is suspected, in WESTCOM NETWORK SOLUTIONS LTD reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service;

9.4 WESTCOM NETWORK SOLUTIONS LTD is obliged to do so in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority; or

9.5 the Customer call charges have reached the limit set under condition 6.6.

10. Term and Termination

10.1 This Agreement shall start on the date that WESTCOM NETWORK SOLUTIONS LTD first makes the Service available to the Customer, or the date of installation of the Service Equipment whichever is the earlier and shall remain in effect for the Minimum Term and thereafter for further periods of one year unless and until terminated in accordance with this condition 10.

10.2 Each party may terminate this Agreement on not less than 90 days notice in writing to expire at the end of the Minimum Term or on each anniversary thereof.

10.3 Without prejudice to their other rights under this Agreement, WESTCOM NETWORK SOLUTIONS LTD and the Customer may terminate this agreement forthwith if:

10.3.1 the other party has committed a material breach of this Agreement which is incapable of remedy or in the case of a remediable breach, the other party fails to remedy within 14 days of having been requested to do so by the non defaulting party; or

10.3.2 the other party ceases trading, becomes bankrupt or insolvent or any insolvency proceedings are begun against it including the appointment of a receiver (including an administrative receiver in relation to the Customer) or any of its assets.

10.4 Without prejudice to its other rights, WESTCOM NETWORK SOLUTIONS LTD shall have the right forthwith to terminate this agreement by notice in writing where the Customer fails to make any payment when it becomes due to WESTCOM NETWORK SOLUTIONS LTD .

10.5. On termination of this Agreement, the Customer shall ensure that WESTCOM NETWORK SOLUTIONS LTD is supplied with prompt access to remove any Service Equipment supplied. Where this Agreement is terminated prior to the end of the Minimum Term, other than for breach by WESTCOM NETWORK SOLUTIONS LTD , the Customer shall pay WESTCOM NETWORK SOLUTIONS LTD :

10.5.1. any outstanding circuit charges due from the date of termination up to the end of the contracted period described in paragraph 10.1;

10.5.2. the cost for the de-installation of the Service Equipment; and

10.5.3. the sum equal to 50% of the average monthly invoice value for the period up to the date of termination multiplied by the number of months remaining in the contracted period described in paragraph 10.1.

10.6. On termination, any consequential reprogramming of the Customer Equipment shall be the Customer's responsibility and at the Customer's cost. WESTCOM NETWORK SOLUTIONS LTD is not responsible for any redecorating work at the Customer's premises.

10.7. On termination the provisions of paragraphs 1, 4.3 to 4.6, 6, 8, 9, 10.5, 10.6, 11.3, 11.4, 11.5 and this paragraph 10.7 shall continue to apply.

11. General

11.1 The Customer may not assign or transfer this Agreement or any of its rights under it without WESTCOM NETWORK SOLUTIONS LTD prior written consent. WESTCOM NETWORK SOLUTIONS LTD may assign the benefit of any or all of its rights under this Agreement by giving not less than 30 days notice in writing to the Customer.

11.2 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left at, or sent by post or fax transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices or other documents are to be sent. WESTCOM NETWORK SOLUTIONS LTD address for service of any notice shall be such address as appears on the last invoice sent to the Customer or such other address as may be notified in writing by WESTCOM NETWORK SOLUTIONS LTD for that purpose.

11.3 If any provision of this Agreement is found to be invalid, unlawful or unenforceable in any respect, the remaining provisions shall continue to apply to the fullest extent permitted by law.

11.4 Failure by either party to exercise or enforce any right under this Agreement shall not be treated as a waiver of that right and will not prevent that right or any other right being exercised or enforced on a later occasion.

11.5 This Agreement and any documents referred to in it, including, but not limited to, the WESTCOM NETWORK SOLUTIONS LTD tariff, together represent the entire agreement and understanding of the parties with respect to their subject matter and supersede all prior understandings and representations (other than fraudulent misrepresentations), whether written or oral and this Agreement may only be modified if such modification is in writing and signed by WESTCOM NETWORK SOLUTIONS LTD and the Customer.

11.6 The parties do not intend that any term of this Agreement should be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone else.

11.7 This Agreement shall be governed by English law and the parties agree to submit any disputes to the exclusive jurisdiction of the English courts.

PRODUCT SPECIFIC TERMS AND CONDITIONS

LEAST COST ROUTING AND CARRIER PRE-SELECTION SERVICE

The following Terms and Conditions are specific to the Services mentioned above, and are in addition to the Master Terms and Conditions of WESTCOM NETWORK SOLUTIONS LTD .

1. Definitions

In this Agreement the following terms shall have the following meanings:

- (a) "Carrier Pre-Selection" means the service administered by BT which enables phone calls to be routed through specific telecommunications operators' networks as requested by the person renting the telecommunications line;
- (b) "Customer Equipment" means any telecommunications apparatus or system owned or controlled by the Customer;
- (c) "Service" means the indirect access telephony service the Customer has requested from WESTCOM NETWORK SOLUTIONS LTD on the Order Form;
- (d) "Service Equipment" means an auto-dialler or any other data collection and call routing device or other telecommunications equipment WESTCOM NETWORK SOLUTIONS LTD may from time to time install at the Customer's Premises for the purposes of providing the Service;

2. Acceptance - refer to Main Terms and Conditions

3. The Service - refer to Main Terms and Conditions

4. Access

4.1 The provision of the Service requires implementation of an access code(s) by:

4.1.1 reprogramming of the Customer Equipment by the Customer where the Customer has least call routing software;

4.1.2 installation of the Service Equipment on the Customer Equipment; or

4.1.3 through Carrier Pre-Selection. WESTCOM NETWORK SOLUTIONS LTD shall select the appropriate method and advise the Customer accordingly.

4.2 WESTCOM NETWORK SOLUTIONS LTD or its appointed agent shall deliver and install any Service Equipment required for provision of the Service at the Customer's Premises.

WESTCOM NETWORK SOLUTIONS LTD will take all reasonable steps to deliver and install the Service Equipment by such date as is advised, however any delivery date specified shall be an estimate only. WESTCOM NETWORK SOLUTIONS LTD accepts no liability for failure to meet the delivery date.

4.3 The Service Equipment shall at all times remain the property of WESTCOM NETWORK SOLUTIONS LTD .

4.4 The Customer must not add to, modify or in any way interfere with the Service Equipment, nor allow anyone else other than someone authorised by WESTCOM NETWORK SOLUTIONS LTD to do so. The Customer will be liable for any loss or damage to the Service Equipment except where such damage is due to fair wear and tear or is caused by WESTCOM NETWORK SOLUTIONS LTD or anyone acting on WESTCOM NETWORK SOLUTIONS LTD behalf

4.5 Where access to the Service is through Carrier Pre-Selection, the Customer authorises WESTCOM NETWORK SOLUTIONS LTD to have telephone calls from the BT lines listed on the order form routed by WESTCOM NETWORK SOLUTIONS LTD instead of BT and to forward appropriate details of the Customer's application for the Service to BT. The Customer will receive advance notification of the change of service from BT to WESTCOM NETWORK SOLUTIONS LTD . There is no charge from either BT or WESTCOM NETWORK SOLUTIONS LTD for providing Carrier Pre-Selection, however, WESTCOM NETWORK SOLUTIONS LTD 's ability to provide the Service is subject to BT making changes to the Customer's BT lines. The Customer will however continue to rent its line from BT and will remain liable to BT for any line rental charges unless a request by the customer has been received by WESTCOM NETWORK SOLUTIONS LTD to provide Wholesale Line Rental Services. WESTCOM NETWORK SOLUTIONS LTD shall not be bound to provide the Service until such time as BT have accepted and processed the Carrier Pre-Selection and/or WLR request.

5. Use of the Service

5.1 During the term of this Agreement, the Customer shall not use another telecommunications service provider or network operator to provide an indirect access telephony service.

6. Payment - refer to Main Terms and Conditions

7. Provision of Information - refer to Main Terms and Conditions

8. Liability - refer to Main Terms and Conditions

9. Suspension of Service - refer to Main Terms and Conditions

10. Term and Termination - refer to Main Terms and Conditions

11. General - refer to Main Terms and Conditions

NON GEOGRAPHIC NUMBER SERVICES

The following Terms and Conditions are specific to the Services mentioned above, and are in addition to the Master Terms and Conditions of WESTCOM NETWORK SOLUTIONS LTD .

1. Definitions

(a) "Non Geographic Number" shall mean a telephone number provided by WESTCOM NETWORK SOLUTIONS LTD which is capable of receiving inbound calls terminating on a geographical number of the Customer's choosing.

2. Acceptance - refer to Main Terms and Conditions

3. The Service

3.1 The Customer shall not acquire any title or interest in any telephone number allocated by WESTCOM NETWORK SOLUTIONS LTD and shall not be entitled to sell or transfer such numbers without WESTCOM NETWORK SOLUTIONS LTD 's prior written consent

3.2 WESTCOM NETWORK SOLUTIONS LTD shall comply with its' obligations under the General Conditions and other relevant regulatory instructions in relation to the porting of telephone numbers from one telecommunications provider to another, including subsequent ports

3.3 The Customer shall be liable for any costs incurred by WESTCOM NETWORK SOLUTIONS LTD in order to provide the Services in relation to the porting of telephone numbers pursuant to Clause 3.2

3.4 Subject to WESTCOM NETWORK SOLUTIONS LTD using its reasonable endeavors to provide the Customer with reasonable prior notice, WESTCOM NETWORK SOLUTIONS LTD shall be entitled to modify or withdraw any telephone numbers allocated to the Customer or introduce additional codes if this is required for regulatory, operational or technical reasons

4. Access

4.1 The provision of the Service requires a destination telephone number (either geographic or mobile) owned or used by the Customer on which to terminate inbound calls to the Non Geographic Number.

5. Use of the Service - refer to Main Terms and Conditions

6. Payment - refer to Main Terms and Conditions

7. Provision of Information - refer to Main Terms and Conditions

8. Liability - refer to Main Terms and Conditions

9. Suspension of Service - refer to Main Terms and Conditions

10. Term and Termination - refer to Main Terms and Conditions

11. General - refer to Main Terms and Conditions

PSTN ANALOGUE LINES (SINGLE AND AUXILIARY WORKING)

The following Terms and Conditions are specific to the Services mentioned above, and are in addition to the Master Terms and Conditions of WESTCOM NETWORK SOLUTIONS LTD .

1. Definitions - refer to Main Terms and Conditions

2. Acceptance - refer to Main Terms and Conditions

3. Service Levels

3.1 Any faults in the Service must be reported to WESTCOM NETWORK SOLUTIONS LTD on the telephone number shown on the Order Form or Invoice for the Services. WESTCOM NETWORK SOLUTIONS LTD shall aim to comply with the quality of service levels set out in paragraph 3.2 below.

3.2 Level 1 Care will provide cover between 09.00 - 17.00 Monday to Friday (excluding public and bank holidays) WESTCOM NETWORK SOLUTIONS LTD aims to respond to a fault report received before 17.00 hours on one working day within 4 working hours (it is understood that any fault reported after 13.00 may not be responded to by close of business that day). Where a fault is reported outside of the above hours or after 17.00 hours, the fault will be treated as if it has been reported at the beginning of the next working day. Work on fault repair will only be carried out during the above hours.

3.3 Level 2 Care will provide cover between 09.00 - 17.00 Monday to Saturday (excluding public and bank holidays). WESTCOM NETWORK SOLUTIONS LTD aims to respond to a fault report received before 17.00 hours on one working day within 4 working hours (it is understood that any fault reported after 13.00 may not be responded to by close of business that day). Where a fault is reported outside of the above hours or after 17.00 hours, the fault will be treated as if it has been reported at the beginning of the next working day. Work on fault repair will only be carried out during the above hours.

3.4 Level 3 Care will provide cover 24 Hours a day, 7 Days per Week, 365 Days per Year, including Bank and Public Holidays. WESTCOM NETWORK SOLUTIONS LTD aims to respond to a reported fault within 4 hours. If the fault is not cleared during this period WESTCOM NETWORK SOLUTIONS LTD will advise the Nominated Contact of the progress being made to clear the fault.

4. Access and Installation

4.1. The Customer shall at its own expense in advance of any installation work:

4.1.1. obtain all necessary licences or consents, including consents for any alterations to buildings to allow the installation of the Service Equipment;

4.1.2. provide sufficient approved electricity connection points for the Service Equipment in close proximity to the Service Equipment;

4.1.3. provide an appropriate environment for installation of the Service Equipment in accordance with the requirements notified to it by WESTCOM NETWORK SOLUTIONS LTD and carry out afterwards any making good or decorator's work required.

4.2. WESTCOM NETWORK SOLUTIONS LTD or its appointed sub-contractors shall deliver and install any Service Equipment required for provision of the Service at the Customer's premises. WESTCOM NETWORK SOLUTIONS LTD shall use its reasonable endeavors to deliver and install the Service Equipment by such date as is advised, however any delivery date specified shall be an estimate only. WESTCOM NETWORK SOLUTIONS LTD accepts no liability for failure to meet the delivery date.

4.3. The Service Equipment shall at all times remain the property of WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors.

4.4. The Customer must not add to, modify or in any way interfere with the Service Equipment, nor allow anyone else other than someone authorised by WESTCOM NETWORK SOLUTIONS LTD to do so. The Customer shall be liable for any loss or damage to the Service Equipment except where such damage is due to fair wear and tear or is caused by WESTCOM NETWORK SOLUTIONS LTD or anyone acting on WESTCOM NETWORK SOLUTIONS LTD's behalf.

4.5. The Customer must grant WESTCOM NETWORK SOLUTIONS LTD and its sub-contractors access to its premises at any agreed time during 08.00 to 18.00 Monday to Friday (excluding public holidays) ("Working Hours") and WESTCOM NETWORK SOLUTIONS LTD may, on reasonable notice, require access to the Customer's premises outside Working Hours. Any work carried out by WESTCOM NETWORK SOLUTIONS LTD outside the Working Hours shall be subject to additional charges. The Customer may be required to designate a named individual to be available if WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors require access to the premises. If no such person is available or is not present at the premises then WESTCOM NETWORK SOLUTIONS LTD shall have no liability to the Customer for non-performance of its obligations under this Agreement.

4.6. The Customer shall provide a suitable and safe working environment for WESTCOM NETWORK SOLUTIONS LTD and its sub-contractors. WESTCOM NETWORK SOLUTIONS LTD and its sub-contractors shall comply with the Customer's reasonable site regulations previously notified to WESTCOM NETWORK SOLUTIONS LTD in writing. WESTCOM NETWORK SOLUTIONS LTD shall not be liable for any breach of this Agreement which arises as a result of conflict between any such site regulations and this Agreement.

5. Use of the Service

5.1. The Service is for the supply of both an Analogue Access Line and outbound Call Traffic over that Access Line. The Customer shall not request Carrier Pre-Selection or use any other Indirect Access routing method for the purpose of routing Call Traffic through another Service Provider over the Access Line.

5.2. The Customer shall ensure that the Service is not used either by the Customer or any third party for any fraudulent, criminal, defamatory, offensive, obscene, indecent or abusive purpose (including menacing, nuisance or hoax calls) or so as to constitute a violation or infringement of the rights (including intellectual property rights) of WESTCOM NETWORK SOLUTIONS LTD or any third party. The Customer hereby undertakes to comply with all applicable laws, regulations, conditions of entitlement and guidelines and all reasonable instructions of WESTCOM NETWORK SOLUTIONS LTD in relation to its use of the Service and the Service Equipment. The Customer shall not use the Service in a manner in which, in WESTCOM NETWORK SOLUTIONS LTD's reasonable opinion, could materially affect the quality of any electronic communications service over a public electronic communications network, including the Service.

5.3. The Customer acknowledges that it does not own the telephone number(s) and that it may not transfer the telephone number(s) without the permission of VSL. Unless the Customer elects otherwise WESTCOM NETWORK SOLUTIONS LTD shall use its reasonable endeavors to publish the telephone number and the Customer's details in a telephone directory and will make such details available to directory enquiry services.

5.4. The Customer shall indemnify WESTCOM NETWORK SOLUTIONS LTD against any claims or legal proceedings which are brought against WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors because the Service is used in breach of the restrictions set out in this paragraph.

5.5. The Customer may request changes to features of the Service by completing a change request form or by email to enquiries@westcom.uk.com. If the Customer wishes to change the type of Service supplied it will be required to separately order such service and to enter into a new agreement for the supply of that different service.

5.6. In the event that WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors supply software to the Customer for use in conjunction with the Service, WESTCOM NETWORK SOLUTIONS LTD grants the Customer a non-exclusive, non-transferable licence for the use of such software for the duration of this Agreement. Except as permitted by law, the Customer is not permitted to copy, de-compile or modify the software, nor copy the manuals or documentation supplied with such software.

6. Payment

6.1. The Customer shall be invoiced in advance for access circuit charges and in arrears for call charges by WESTCOM NETWORK SOLUTIONS LTD under this Agreement, plus value added tax. Payment is due within 10 working days of the invoice date. The time of payment of all sums due to WESTCOM NETWORK SOLUTIONS LTD under this Agreement shall be of the essence. If payment in full is not received by WESTCOM NETWORK SOLUTIONS LTD upon the due date, WESTCOM NETWORK SOLUTIONS LTD shall be entitled to levy an interest charge on any unpaid overdue balance at a rate of 8% above the base rate for the time being of the Bank of England. Interest will be charged on a daily basis. Invoices paid by means other than direct debit shall be subject to an additional £2.50 monthly charge.

6.6. Where the Customer fails to comply with paragraph 4. or WESTCOM NETWORK SOLUTIONS LTD is not able to access the Customer's premises to carry out installation work or fault repair work then WESTCOM NETWORK SOLUTIONS LTD may charge the Customer for an aborted visit at the rate of £350 (plus VAT) per day or part day as such rate may be varied by the WESTCOM NETWORK SOLUTIONS LTD tariff from time to time.

7. Provision of Information and Data Protection

7.1. The Customer undertakes promptly to provide WESTCOM NETWORK SOLUTIONS LTD free of charge, with all information and cooperation as WESTCOM NETWORK SOLUTIONS LTD may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

8. Liability - refer to Main Terms and Conditions

9. Suspension of Service

9.1. WESTCOM NETWORK SOLUTIONS LTD may at its sole discretion elect to immediately suspend the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:

9.1.1. the Customer is in breach of any term of this Agreement;

9.1.2. the Customer prevents or delays any prearranged maintenance or fault repair work from being carried out;

9.1.3. the Customer is suspected, in WESTCOM NETWORK SOLUTIONS LTD's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service;

9.1.4. WESTCOM NETWORK SOLUTIONS LTD is obliged to do so in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority;

9.1.5. operational reasons (such as maintenance or service upgrades) require such suspension or because of an emergency (in which case no written notice shall be required);

9.1.6. in the event that any of the events set out in paragraph 10.3 occurs; or

9.1.7. the Customer charges have reached the limit set under paragraph 6.5.

9.2. The Customer must continue to pay the charges for the Service during any suspension up to the date of termination.

10. Term and Termination

10.1. This Agreement shall start on the date that WESTCOM NETWORK SOLUTIONS LTD first makes the Service available to the Customer and shall remain in effect for the Minimum Term and thereafter for further periods of one year unless and until terminated in accordance with this paragraph 10. On termination of this Agreement for whatever reason the telephone service may be disconnected unless the Customer makes alternative arrangements with another provider of telephone services.

10.2. Each party may terminate this Agreement on not less than 90 days notice in writing to expire at the end of the Minimum Term or on each anniversary thereof.

10.3. Without prejudice to its other rights under this Agreement, WESTCOM NETWORK SOLUTIONS LTD may terminate this agreement immediately if:

10.3.1. the Customer has committed a material breach of this Agreement which is incapable of remedy or in the case of a remediable breach, the Customer fails to remedy within a reasonable time of having been requested to do so by WESTCOM NETWORK SOLUTIONS LTD

10.3.2. the Customer is repeatedly in breach of this Agreement;

10.3.3. any contract upon which WESTCOM NETWORK SOLUTIONS LTD relies for the provision of the Services is terminated (for whatever reason);

10.3.4. the site at which the Service is provided is demolished; or

10.3.5. the Customer is the subject of a bankruptcy order, or becomes insolvent, or makes an arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over all or any of its assets or ceases to carry on business.

10.4. Without prejudice to its other rights, WESTCOM NETWORK SOLUTIONS LTD shall have the right immediately to terminate this Agreement by notice in writing where the Customer fails to make any payment when it becomes due to WESTCOM NETWORK SOLUTIONS LTD.

10.5. On termination of this Agreement, the Customer shall ensure that WESTCOM NETWORK SOLUTIONS LTD is supplied with prompt access to remove any Service Equipment supplied. Where this Agreement is terminated prior to the end of the Minimum Term, other than for breach by WESTCOM NETWORK SOLUTIONS LTD, the Customer shall pay WESTCOM NETWORK SOLUTIONS LTD.

10.5.1. any outstanding circuit charges due from the date of termination up to the end of the contracted period described in paragraph 10.1;

10.5.2. the cost for the de-installation of the Service Equipment; and

10.5.3. the sum equal to 50% of the average monthly call spend for the period up to the date of termination multiplied by the number of months remaining in the contracted period described in paragraph 10.1.

10.6. On termination, any consequential reprogramming of the Customer Equipment shall be the Customer's responsibility and at the Customer's cost. WESTCOM NETWORK SOLUTIONS LTD is not responsible for any redecorating work at the Customer's premises.

10.7. On termination the provisions of paragraphs 1, 4.3 to 4.6, 6, 8, 9, 10.5, 10.6, 11.4, 11.5 and this paragraph 10.7 shall continue to apply.

11. General

11.1. The Customer may not assign or transfer this Agreement or any of its rights under it without WESTCOM NETWORK SOLUTIONS LTD's prior written consent. WESTCOM NETWORK SOLUTIONS LTD may assign any or all of its rights and obligations under this Agreement by giving not less than 30 days notice in writing to the Customer.

11.2. Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left at, or sent by post or fax transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices or other documents are to be sent. WESTCOM NETWORK SOLUTIONS LTD's address for service of any notice shall be such address as appears on the last invoice sent to the Customer or such other address as may be notified in writing by WESTCOM NETWORK SOLUTIONS LTD for that purpose. Unless otherwise notified by the Customer, the Customer's address for service shall be the address set out on the Order Form and notices sent to that address shall be deemed duly served.

11.3. WESTCOM NETWORK SOLUTIONS LTD may change this Agreement at any time by giving 30 days notice in writing provided that any change shall not materially affect the Service or the performance of the Service except insofar as it is reasonable to do so.

11.4. If any provision of this Agreement is found to be invalid, unlawful or unenforceable in any respect, the remaining provisions shall continue to apply to the fullest extent permitted by law.

- 11.5. Failure by either party to exercise or enforce any right under this Agreement shall not be treated as a waiver of that right and shall not prevent that right or any other right being exercised or enforced on a later occasion.
- 11.6. This Agreement and any documents referred to in it, including, but not limited to, the WESTCOM NETWORK SOLUTIONS LTD tariff, together represent the entire agreement and understanding of the parties with respect to their subject matter and supersede all prior understandings and representations (other than fraudulent misrepresentations), whether written or oral and this Agreement may only be modified if such modification is in writing and signed by WESTCOM NETWORK SOLUTIONS LTD and the Customer.
- 11.7. The parties do not intend that any term of this Agreement should be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone else.
- 11.8. This Agreement shall be governed by English law and the parties agree to submit any dispute to the exclusive jurisdiction of the English courts.

DIGITAL TELEPHONE LINES (ISDN2e/DASS AND ISDN30e/DASS)

The following Terms and Conditions are specific to the Services mentioned above, and are in addition to the Master Terms and Conditions of WESTCOM NETWORK SOLUTIONS LTD NETWORKS LTD.

1. Definitions - refer to Main Terms and Conditions

2. Acceptance - refer to Main Terms and Conditions

3. Service Levels

3.1 Any faults in the Service must be reported to WESTCOM NETWORK SOLUTIONS LTD on the telephone number shown on the Order Form or Invoice for the Services. WESTCOM NETWORK SOLUTIONS LTD shall aim to comply with the quality of service levels set out in paragraph 3.2 below.

3.2 Level 1 Care will provide cover between 09.00 - 17.00 Monday to Friday (excluding public and bank holidays) WESTCOM NETWORK SOLUTIONS LTD aims to respond to a fault report received before 17.00 hours on one working day within 4 working hours (it is understood that any fault reported after 13.00 may not be responded to by close of business that day). Where a fault is reported outside of the above hours or after 17.00 hours, the fault will be treated as if it has been reported at the beginning of the next working day. Work on fault repair will only be carried out during the above hours.

3.3 Level 2 Care will provide cover between 09.00 - 17.00 Monday to Saturday (excluding public and bank holidays). WESTCOM NETWORK SOLUTIONS LTD aims to respond to a fault report received before 17.00 hours on one working day within 4 working hours (it is understood that any fault reported after 13.00 may not be responded to by close of business that day). Where a fault is reported outside of the above hours or after 17.00 hours, the fault will be treated as if it has been reported at the beginning of the next working day. Work on fault repair will only be carried out during the above hours.

3.4 Level 3 Care will provide cover 24 Hours a day, 7 Days per Week, 365 Days per Year, including Bank and Public Holidays. WESTCOM NETWORK SOLUTIONS LTD aims to respond to a reported fault within 4 hours. If the fault is not cleared during this period WESTCOM NETWORK SOLUTIONS LTD will advise the Nominated Contact of the progress being made to clear the fault.

4. Access and Installation

4.1. The Customer shall at its own expense in advance of any installation work:

4.1.1. obtain all necessary licences or consents, including consents for any alterations to buildings to allow the installation of the Service Equipment;

4.1.2. provide sufficient approved electricity connection points for the Service Equipment in close proximity to the Service Equipment;

4.1.3. provide an appropriate environment for installation of the Service Equipment in accordance with the requirements notified to it by WESTCOM NETWORK SOLUTIONS LTD and carry out afterwards any making good or decorator's work required.

4.2. WESTCOM NETWORK SOLUTIONS LTD or its appointed sub-contractors shall deliver and install any Service Equipment required for provision of the Service at the Customer's premises. WESTCOM NETWORK SOLUTIONS LTD shall use its reasonable endeavours to deliver and install the Service Equipment by such date as is advised, however any delivery date specified shall be an estimate only. WESTCOM NETWORK SOLUTIONS LTD accepts no liability for failure to meet the delivery date.

4.3. The Service Equipment shall at all times remain the property of WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors.

4.4. The Customer must not add to, modify or in any way interfere with the Service Equipment, nor allow anyone else other than someone authorised by WESTCOM NETWORK SOLUTIONS LTD to do so. The Customer shall be liable for any loss or damage to the Service Equipment except where such damage is due to fair wear and tear or is caused by WESTCOM NETWORK SOLUTIONS LTD or anyone acting on WESTCOM NETWORK SOLUTIONS LTD's behalf.

4.5. The Customer must grant WESTCOM NETWORK SOLUTIONS LTD and its sub-contractors access to its premises at any agreed time during 08.00 to 18.00 Monday to Friday (excluding public holidays) ("Working Hours") and WESTCOM NETWORK SOLUTIONS LTD may, on reasonable notice, require access to the Customer's premises outside Working Hours. Any work carried out by WESTCOM NETWORK SOLUTIONS LTD outside the Working Hours shall be subject to additional charges. The Customer may be required to designate a named individual to be available if WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors require access to the premises. If no such person is available or is not present at the premises then WESTCOM NETWORK SOLUTIONS LTD shall have no liability to the Customer for non-performance of its obligations under this Agreement.

4.6. The Customer shall provide a suitable and safe working environment for WESTCOM NETWORK SOLUTIONS LTD and its sub-contractors. WESTCOM NETWORK SOLUTIONS LTD and its sub-contractors shall comply with the Customer's reasonable site regulations previously notified to WESTCOM NETWORK SOLUTIONS LTD in writing. WESTCOM NETWORK SOLUTIONS LTD shall not be liable for any breach of this Agreement which arises as a result of conflict between any such site regulations and this Agreement.

5. Use of the Service

5.1. The Service is for the supply of both a Digital Access Circuit(s) and outbound Call Traffic over that Access Circuit(s). The Customer shall not request Carrier Pre-Selection or use any other Indirect Access routing method for the purpose of routing Call Traffic through another Service Provider over the Access Circuit(s).

5.2. The Customer shall ensure that the Customer Equipment is in proper working order and complies with all applicable standards and approvals for network connection. Customer Equipment must be used in accordance with any published instructions, safety and security procedures applicable to the use of that equipment.

5.3. The Customer shall ensure that the Service is not used either by the Customer or any third party for any fraudulent, criminal, defamatory, offensive, obscene, indecent or abusive purpose (including menacing, nuisance or hoax calls) or so as to constitute a violation or infringement of the rights (including intellectual property rights) of WESTCOM NETWORK SOLUTIONS LTD or any third party. The Customer hereby undertakes to comply with all applicable laws, regulations, conditions of entitlement and guidelines and all reasonable instructions of WESTCOM NETWORK SOLUTIONS LTD in relation to its use of the Service and the Service Equipment. The Customer shall not use the Service in a manner in which, in WESTCOM NETWORK SOLUTIONS LTD's reasonable opinion, could materially affect the quality of any electronic communications service over a public electronic communications network, including the Service.

5.4. WESTCOM NETWORK SOLUTIONS LTD shall have the right to recover all reasonable costs incurred in investigating or remedying any fault with the Service where it is caused by the Customer's negligence or default or by the Customer Equipment or where the fault does not lie with WESTCOM NETWORK SOLUTIONS LTD or any Service Equipment.

5.5. The Customer acknowledges that it does not own the telephone number(s) and that it may not transfer the telephone number(s) without the permission of WESTCOM NETWORK SOLUTIONS LTD. Unless the Customer elects otherwise WESTCOM NETWORK SOLUTIONS LTD shall use its reasonable endeavors to publish the telephone number and the Customer's details in a telephone directory and will make such details available to directory enquiry services.

5.6. The Customer shall indemnify WESTCOM NETWORK SOLUTIONS LTD against any claims or legal proceedings which are brought against WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors because the Service is used in breach of the restrictions set out in this paragraph 5.

5.7. The Customer may request changes to features of the Service by completing a change request form or by email to enquiries@westcom.uk.com. If the Customer wishes to change the type of Service supplied it will be required to separately order such service and to enter into a new agreement for the supply of that different service.

5.8. In the event that WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors supply software to the Customer for use in conjunction with the Service, WESTCOM NETWORK SOLUTIONS LTD grants the Customer a non-exclusive, non-transferable licence for the use of such software for the duration of this Agreement. Except as permitted by law, the Customer is not permitted to copy, de-compile or modify the software, nor copy the manuals or documentation supplied with such software.

6. Payment

6.1. The Customer shall pay the charges for the Service from the date the Service is first made available and as set out in the Order Form or as otherwise set out in the WESTCOM NETWORK SOLUTIONS LTD tariff current from time to time (a copy of which is available on request). All prices are exclusive of value added tax and all prices are subject to change upon WESTCOM NETWORK SOLUTIONS LTD giving not less than 20 days prior written notice to the Customer.

6.2. All sums due to WESTCOM NETWORK SOLUTIONS LTD under this Agreement shall be paid in full by the Customer without any set off whatsoever.

6.3. The Customer shall be invoiced monthly in advance for access circuit charges (unless otherwise stated on the Order Form) and in arrears for call charges by WESTCOM NETWORK SOLUTIONS LTD for charges under this Agreement plus value added tax. Payment is due within 10 working days of the invoice date. The time of payment of all sums due to WESTCOM NETWORK SOLUTIONS LTD under this Agreement shall be of the essence. If payment in full is not received by WESTCOM NETWORK SOLUTIONS LTD upon the due date, WESTCOM NETWORK SOLUTIONS LTD shall be entitled to levy an interest charge on any unpaid overdue balance at a rate of 8% above the base rate for the time being of the Bank of England. Interest will be charged on a daily basis. Invoices paid by means other than direct debit shall be subject to an additional £2.50 monthly charge.

6.4. All charges payable under this Agreement shall be calculated by reference to data recorded or logged by WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors and not by reference to data recorded or logged by the Customer.

6.5. Subsequent to carrying out a credit check pursuant to paragraph 7.3, WESTCOM NETWORK SOLUTIONS LTD may require a cash deposit or bank guarantee to cover charges which WESTCOM NETWORK SOLUTIONS LTD might reasonably expect the Customer to incur under the Agreement or may place a limit on the Customer's account for charges that can be accumulated by the Customer before payment is received by WESTCOM NETWORK SOLUTIONS LTD in respect of provision of the Service.

6.6. Where the Customer fails to comply with paragraph 4.1 or WESTCOM NETWORK SOLUTIONS LTD is not able to access the Customer's premises to carry out installation work or fault repair work then WESTCOM NETWORK SOLUTIONS LTD may charge the Customer for an aborted visit at the rate of £350 (plus VAT) per day or part day as such rate may be varied by the WESTCOM NETWORK SOLUTIONS LTD tariff from time to time.

7. Provision of Information and Data Protection

7.1. The Customer undertakes promptly to provide WESTCOM NETWORK SOLUTIONS LTD free of charge, with all information and cooperation as WESTCOM NETWORK SOLUTIONS LTD may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

8. Liability - refer to Main Terms and Conditions

9. Suspension of Service

9.1. WESTCOM NETWORK SOLUTIONS LTD may at its sole discretion elect to immediately suspend the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:

- 9.1.1. the Customer is in breach of any term of this Agreement;
- 9.1.2. the Customer prevents or delays any prearranged maintenance or fault repair work from being carried out;
- 9.1.3. the Customer is suspected, in WESTCOM NETWORK SOLUTIONS LTD's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service;
- 9.1.4. WESTCOM NETWORK SOLUTIONS LTD is obliged to do so in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority;
- 9.1.5. operational reasons (such as maintenance or service upgrades) require such suspension or because of an emergency (in which case no written notice shall be required);
- 9.1.6. in the event that any of the events set out in paragraph 10.3 occurs; or
- 9.1.7. the Customer charges have reached the limit set under paragraph 6.5.

9.2. The Customer must continue to pay the charges for the Service during any suspension up to the date of termination.

10. Term and Termination

10.1. This Agreement shall start on the date that WESTCOM NETWORK SOLUTIONS LTD first makes the Service available to the Customer and shall remain in effect for the Minimum Term and thereafter for further periods of one year unless and until terminated in accordance with this paragraph 10. On termination of this Agreement for whatever reason the telephone service may be disconnected unless the Customer makes alternative arrangements with another provider of telephone services.

10.2. Each party may terminate this Agreement on not less than 90 days notice in writing to expire at the end of the Minimum Term or on each anniversary thereof.

10.3. Without prejudice to its other rights under this Agreement, WESTCOM NETWORK SOLUTIONS LTD may terminate this agreement immediately if:

- 10.3.1. the Customer has committed a material breach of this Agreement which is incapable of remedy or in the case of a remediable breach, the Customer fails to remedy within a reasonable time of having been requested to do so by WESTCOM NETWORK SOLUTIONS LTD;
 - 10.3.2. the Customer is repeatedly in breach of this Agreement;
 - 10.3.3. any contract upon which WESTCOM NETWORK SOLUTIONS LTD relies for the provision of the Services is terminated (for whatever reason);
 - 10.3.4. the site at which the Service is provided is demolished; or
 - 10.3.5. the Customer is the subject of a bankruptcy order, or becomes insolvent, or makes an arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over all or any of its assets or ceases to carry on business.
- 10.4. Without prejudice to its other rights, WESTCOM NETWORK SOLUTIONS LTD shall have the right immediately to terminate this Agreement by notice in writing where the Customer fails to make any payment when it becomes due to WESTCOM NETWORK SOLUTIONS LTD.
- 10.5. On termination of this Agreement, the Customer shall ensure that WESTCOM NETWORK SOLUTIONS LTD is supplied with prompt access to remove any Service Equipment supplied. Where this Agreement is terminated prior to the end of the Minimum Term, other than for breach by WESTCOM NETWORK SOLUTIONS LTD, the Customer shall pay WESTCOM NETWORK SOLUTIONS LTD:
- 10.5.1. any outstanding circuit charges due from the date of termination up to the end of the contracted period described in paragraph 10.1;
 - 10.5.2. the cost for the de-installation of the Service Equipment; and
 - 10.5.3. the sum equal to 50% of the average monthly call spend for the period up to the date of termination multiplied by the number of months remaining in the contracted period described in paragraph 10.1.

10.6. On termination, any consequential reprogramming of the Customer Equipment shall be the Customer's responsibility and at the Customer's cost. WESTCOM NETWORK SOLUTIONS LTD is not responsible for any redecorating work at the Customer's premises.

10.7. On termination the provisions of paragraphs 1, 4.3 to 4.6, 6, 8, 9, 10.5, 10.6, 11.4, 11.5 and this paragraph 10.7 shall continue to apply.

11. General

- 11.1. The Customer may not assign or transfer this Agreement or any of its rights under it without WESTCOM NETWORK SOLUTIONS LTD's prior written consent. WESTCOM NETWORK SOLUTIONS LTD may assign any or all of its rights and obligations under this Agreement by giving not less than 30 days notice in writing to the Customer.
- 11.2. Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left at, or sent by post or fax transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices or other documents are to be sent. WESTCOM NETWORK SOLUTIONS LTD's address for service of any notice shall be such address as appears on the last invoice sent to the Customer or such other address as may be notified in writing by WESTCOM NETWORK SOLUTIONS LTD for that purpose. Unless otherwise notified by the Customer, the Customer's address for service shall be the address set out on the Order Form and notices sent to that address shall be deemed duly served.
- 11.3. WESTCOM NETWORK SOLUTIONS LTD may change this Agreement at any time by giving 30 days notice in writing provided that any change shall not materially affect the Service or the performance of the Service except insofar as it is reasonable to do so.
- 11.4. If any provision of this Agreement is found to be invalid, unlawful or unenforceable in any respect, the remaining provisions shall continue to apply to the fullest extent permitted by law.
- 11.5. Failure by either party to exercise or enforce any right under this Agreement shall not be treated as a waiver of that right and shall not prevent that right or any other right being exercised or enforced on a later occasion.
- 11.6. This Agreement and any documents referred to in it, including, but not limited to, the WESTCOM NETWORK SOLUTIONS LTD tariff, together represent the entire agreement and understanding of the parties with respect to their subject matter and supersede all prior understandings and representations (other than fraudulent misrepresentations), whether written or oral and this Agreement may only be modified if such modification is in writing and signed by WESTCOM NETWORK SOLUTIONS LTD and the Customer.
- 11.7. The parties do not intend that any term of this Agreement should be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone else.
- 11.8. This Agreement shall be governed by English law and the parties agree to submit any dispute to the exclusive jurisdiction of the English courts.

ADSL (ASYNCHRONOUS DIGITAL SUBSCRIBER LINE)

The following Terms and Conditions are specific to the Services mentioned above, and are in addition to the Master Terms and Conditions of WESTCOM NETWORK SOLUTIONS LTD NETWORKS LTD.

1. Definitions

In this Agreement the following terms shall have the following meanings:

- (a) Customer means the person or entity whose details are set out on the Order Form;
- (b) Customer Equipment means any telecommunications apparatus or system owned or controlled by the Customer;
- (c) Order Form means the request for services attached;
- (d) Minimum Term unless otherwise set out on the Order Form means a period of 12 months;
- (e) Service means the IP connectivity service the Customer has requested from WESTCOM NETWORK SOLUTIONS LTD on the Order Form;
- (f) Service Equipment means the electronic communications equipment WESTCOM NETWORK SOLUTIONS LTD may from time to time install at the Customer's premises for the purposes of providing the Service;
- (g) "WNS" means WESTCOM NETWORK SOLUTIONS LTD.

2. Acceptance

2.1 This Order Form shall be binding on WESTCOM NETWORK SOLUTIONS LTD only after it indicates its acceptance by sending out a welcome letter to the Customer or commences provision of the Service whichever is the earlier. Prior to acceptance the Customer agrees that WESTCOM NETWORK SOLUTIONS LTD may carry out such credit checks as it deems necessary pursuant to Condition 7.3.

2.2 The Customer must for the duration of this Agreement maintain a valid contract for the use of an analogue exchange line which terminates on a BT public master socket forming part of the Public Switched Telephone Network.

2.3 If the Customer is migrating an existing IP connectivity service identical to the Service from another electronic communications provider, the Customer must sign all necessary documents and complete all acts reasonably necessary to give effect to such migration. Any failure to do so will mean that WESTCOM NETWORK SOLUTIONS LTD is not able to provide the Service.

3. Service Levels and Service Restrictions

3.1 WESTCOM NETWORK SOLUTIONS LTD agrees to provide the Service to the Customer and the Customer agrees to use the Service on the terms set out in this Agreement.

3.2 WESTCOM NETWORK SOLUTIONS LTD shall provide the Service with the reasonable skill and care of a competent telecommunications service provider.

3.3 WESTCOM NETWORK SOLUTIONS LTD shall use reasonable endeavors to ensure that the Service is available for use by the Customer but owing to the nature of telecommunications networks it is impossible to provide a fault free Service and the quality of the Service depends on both the quality and availability of the network to which the Customer is connected and also on other telecommunications networks across which data is transmitted.

3.4 The Service is not available outside the service availability area and WESTCOM NETWORK SOLUTIONS LTD shall notify the Customer if this is the case. The Customer's premises will be subject to a site survey and may be rejected if the survey indicates supply of the Service is not technically feasible or is not possible for reasons beyond the reasonable control of WESTCOM NETWORK SOLUTIONS LTD, in which case WESTCOM NETWORK SOLUTIONS LTD shall notify the Customer of the reasons for such rejection. Dates for a site visit will be agreed in advance with the Customer. Installation of the Service Equipment is not a guarantee that the Service can be successfully activated. If the Service cannot be activated then WESTCOM NETWORK SOLUTIONS LTD shall close the Customer's order without charge.

3.5 The Customer acknowledges that burst rates may be reduced by contention in the network and also by rate adaptation of the modems. The maximum burst rate available to the Customer is dependent on the distance of the Customer's premises from the nearest service enabled exchange and on the requirements of the Access Network Frequency Plan published by OFCOM. The Service may also affect the performance of some of the Customer's PSTN equipment and WESTCOM NETWORK SOLUTIONS LTD shall use its reasonable endeavors to notify the Customer of such equipment types.

3.6 Customer acknowledges that during the installation of the Services there shall be a temporary loss of the analogue direct exchange service available over the twisted copper pair used to supply the Service. Any incorrectly wired extensions to the existing master socket found during the installation shall be left unconnected.

3.7 The Service is not available in the event that fibre optic cable or radio access systems provide any part of the link from the Customer's premises to the local exchange.

4. Access and Installation

4.1 The Customer shall at its own expense in advance of any installation work:

- 4.1.1 obtain all necessary consents, including consents for any alterations to buildings to allow the installation of the Service Equipment;
- 4.1.2 provide sufficient approved electricity connection points for the Service Equipment in close proximity to the Service Equipment;
- 4.1.3 provide an appropriate environment for installation in accordance with the requirements notified to it by WESTCOM NETWORK SOLUTIONS LTD and carry out afterwards any making good or decorator's work required.

4.2 WESTCOM NETWORK SOLUTIONS LTD or its appointed sub-contractors shall deliver and install any Service Equipment required for provision of the Service at the Customer's premises. WESTCOM NETWORK SOLUTIONS LTD shall use its reasonable endeavors to deliver and install the Service Equipment by such date as is advised, however any delivery date specified shall be an estimate only. WESTCOM NETWORK SOLUTIONS LTD accepts no liability for failure to meet the delivery date.

4.4 The Customer must not add to, modify or in any way interfere with the Service Equipment, nor allow anyone else other than someone authorised by WESTCOM NETWORK SOLUTIONS LTD to do so. The Customer shall be liable for any loss or damage to the Service Equipment except where such damage is due to fair wear and tear or is caused by WESTCOM NETWORK SOLUTIONS LTD or anyone acting on WESTCOM NETWORK SOLUTIONS LTD's behalf.

4.5 The Customer must grant WESTCOM NETWORK SOLUTIONS LTD and its sub-contractors access to its premises at any agreed time during 08.00 to 18.00 Monday to Friday (excluding public holidays) (Working Hours) and WESTCOM NETWORK SOLUTIONS LTD may, on reasonable notice, require access to the Customer's premises outside Working Hours. Any work carried out by WESTCOM NETWORK SOLUTIONS LTD outside the Working Hours shall be subject to additional charges.

4.6 The Customer shall provide a suitable and safe working environment for WESTCOM NETWORK SOLUTIONS LTD and its sub-contractors. WESTCOM NETWORK SOLUTIONS LTD and its sub-contractors shall comply with the Customer's reasonable site regulations previously notified to WESTCOM NETWORK SOLUTIONS LTD in writing. WESTCOM NETWORK SOLUTIONS LTD shall not be liable for any breach of this Agreement which arises as a result of conflict between any such site regulations and this Agreement.

5. Use of the Service

5.1 The Customer shall ensure that the Customer Equipment is in proper working order and complies with all applicable standards and approvals for network connection. Customer Equipment must be used in accordance with any published instructions, safety and security procedures applicable to the use of that equipment.

5.2 The Customer shall ensure that the Service is not used either by the Customer or any third party for any fraudulent, criminal, defamatory, offensive, obscene or abusive purpose or so as to constitute a violation or infringement of the rights of WESTCOM NETWORK SOLUTIONS LTD or any third party. The Customer hereby undertakes to comply with all applicable laws and regulations and all reasonable instructions of WESTCOM NETWORK SOLUTIONS LTD in relation to its use of the Service and the Service Equipment. The Customer shall not use the Service in a manner in which, in WESTCOM NETWORK SOLUTIONS LTD's reasonable opinion, could materially affect the quality of any electronic communications service over a public electronic communications network, including the Service.

5.3 WESTCOM NETWORK SOLUTIONS LTD shall have the right to recover all reasonable costs incurred in investigating or remedying any fault with the Service where it is caused by the Customer's negligence or default or by the Customer Equipment or where the fault does not lie with WESTCOM NETWORK SOLUTIONS LTD or any Service Equipment.

5.4 The Customer shall indemnify WESTCOM NETWORK SOLUTIONS LTD against any claims or legal proceedings which are brought against WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors because the Service is used in breach of the restrictions set out in this clause.

6. Payment

6.1 The Customer shall pay the charges for the Service as are set out in the Order Form or as otherwise set out in the WESTCOM NETWORK SOLUTIONS LTD tariff current from time to time (a copy of which is available on request). All prices are exclusive of value added tax and all prices are subject to change upon WESTCOM NETWORK SOLUTIONS LTD giving not less than 30 days prior written notice to the Customer.

6.2 All sums due to WESTCOM NETWORK SOLUTIONS LTD under this agreement shall be paid in full by the Customer without any set off whatsoever.

6.3 The Customer shall be invoiced monthly in advance by WESTCOM NETWORK SOLUTIONS LTD for charges under this agreement plus value added tax. Payment is due within 10 working days of the invoice date. The time of payment of all sums due to WESTCOM NETWORK SOLUTIONS LTD under this agreement shall be of the essence. If payment in full is not received by WESTCOM NETWORK SOLUTIONS LTD upon the due date, WESTCOM NETWORK SOLUTIONS LTD shall be entitled to levy an interest charge on any unpaid overdue balance at a rate of 8% above the base rate for the time being of the Bank of England. Interest will be charged on a daily basis. Invoices paid by means other than direct debit shall be subject to an additional £2.50 monthly charge.

6.4 All charges payable under this agreement shall be calculated by reference to data recorded or logged by WESTCOM NETWORK SOLUTIONS LTD and not by reference to data recorded or logged by the Customer. Charging shall begin on the date of installation of the Service Equipment.

6.5 Subsequent to carrying out a credit check pursuant to Condition 7.3, WESTCOM NETWORK SOLUTIONS LTD may require a cash deposit or bank guarantee to cover charges which WESTCOM NETWORK SOLUTIONS LTD might reasonably expect the Customer to incur under the Agreement or may place a limit on the Customer's account for charges that can be accumulated by the Customer before payment is received by WESTCOM NETWORK SOLUTIONS LTD in respect of provision of the Service.

6.6 Where the Customer fails to comply with paragraph 4.1 or WESTCOM NETWORK SOLUTIONS LTD is not able to access the Customer's premises to carry out installation work or fault repair work then WESTCOM NETWORK SOLUTIONS LTD may charge the Customer for an aborted visit.

7. Provision of Information

7.1 The Customer undertakes promptly to provide WESTCOM NETWORK SOLUTIONS LTD free of charge, with all information and cooperation as WESTCOM NETWORK SOLUTIONS LTD may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

7.2 WESTCOM NETWORK SOLUTIONS LTD undertakes to keep any personal data it obtains in the performance of its obligations under this Agreement in accordance with relevant data protection legislation and not to use or disclose such information for any unlawful purpose. WESTCOM NETWORK SOLUTIONS LTD may from time to time disclose such personal data to its sub-contractors and service providers in order to supply the Service.

7.3 WESTCOM NETWORK SOLUTIONS LTD reserves the right to carry out a credit check against the Customer and may register information about the Customer and the Customer's account with credit reference agencies. WESTCOM NETWORK SOLUTIONS LTD and other lenders may use this information to make credit decisions. This information may also be used to prevent fraud and to trace debtors.

8. Intellectual Property

8.1 In the event that WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors supply software to the Customer for use in conjunction with the Service, WESTCOM NETWORK SOLUTIONS LTD grants the Customer a non-exclusive, non-transferable licence for the use of such software for the duration of this Agreement. Except as permitted by law, the Customer is not permitted to copy, de-compile or modify the software, nor copy the manuals or documentation supplied with such software.

8.2 If requested by WESTCOM NETWORK SOLUTIONS LTD, the Customer shall sign any agreement containing reasonable terms which is reasonably required by the owner of the copyright in such software to protect the owner's interest in that software. No additional charges will be payable under such agreement with the copyright owner.

9. Liability

9.1 Nothing in this agreement shall exclude or restrict WESTCOM NETWORK SOLUTIONS LTD's liability for death or personal injury resulting from the negligence of WESTCOM NETWORK SOLUTIONS LTD or its employees while acting in the course of their employment or for fraudulent misrepresentation or for any other liability that cannot by law be excluded.

9.2 Subject to 9.1, WESTCOM NETWORK SOLUTIONS LTD's total aggregate liability to the Customer in respect of all causes of action arising in each calendar year in contract, tort or otherwise in connection with this Agreement shall be limited to 125% of the total charges paid or payable by the Customer for the Service in such calendar year or to £20,000, if greater.

9.3 WESTCOM NETWORK SOLUTIONS LTD shall not be liable to the Customer in contract, tort or otherwise, including any liability in negligence for any loss of revenue, business, data or profit or any anticipated savings or for any indirect or consequential loss however arising.

9.4 WESTCOM NETWORK SOLUTIONS LTD shall not be liable for failure to perform any of its obligations under this Agreement if it is prevented from doing so by any circumstances beyond its reasonable control, including, but not limited to, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (including industrial disputes involving WESTCOM NETWORK SOLUTIONS LTD or its sub-contractors' own employees where that industrial dispute is beyond the reasonable control of that party) or acts of local or central government or other competent authorities or events beyond the reasonable control of VSL's suppliers including the acts or omissions of third party telecommunications network operators.

9.5 In the event of any failure in the Service, WESTCOM NETWORK SOLUTIONS LTD shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another service provider.

9.6 The provisions of this paragraph 9 shall continue to apply notwithstanding the termination of this agreement.

10. Suspension of Service

10.1 WESTCOM NETWORK SOLUTIONS LTD may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:

10.1.1 the Customer is in breach of any term of this Agreement;

10.1.2 the Customer prevents or delays any prearranged maintenance from being carried out;

10.1.3 the Customer is suspected, in WESTCOM NETWORK SOLUTIONS LTD's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service;

10.1.4 WESTCOM NETWORK SOLUTIONS LTD is obliged to do so in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority;

11.0 Refer to General Terms and Conditions