

# STL Terms & Conditions – Service and Usage Agreement; Calls, Lines and Mobile

## PART 1 – General Terms and Conditions

The provisions of this Part 1 of this Agreement shall apply in respect of all Service and Usage Contracts.

### 1. Definitions and Interpretation

Agreement: means these Terms and Conditions together with the Order.

Associated Company: means any company which is a parent company of the relevant entity or a subsidiary of such parent company, where parent company and subsidiary have the meanings set out in Section 256 of the Companies Act 2006.

Basic Tariff: means the tariff all customers default to at the end of their contracted term/tariff

Confidential Information: means any information, whether communicated orally or in documentary or other form, which relates to the business of the Supplier including, without limitation, any information relating to products, customers, pricing, policies, methods, business plans and strategies, technical processes and financial affairs, in all cases whether expressly stated to be confidential or not.

Connection Charge: means the non-refundable charge payable by the Customer for installation and connection to the Service as specified in the Order or otherwise notified by the Supplier.

Connection Point: means a terminal block, a socket for a removable plug, a distribution frame, or any other device which the Supplier fixes in any of the Sites to connect the Customer's equipment to an Exchange Line and/or the Service.

Customer: means the party purchasing the Service, as named in the Order.

Rentals To End Of Contract: means the Service Charges for the remainder of the Minimum Term or Renewal Term (as the case may be) outstanding plus one hundred percent of the average monthly Usage Charges for the preceding 3 months multiplied by the remaining number of months of the Minimum Term of Renewal Term (as the case may be).

Exchange Line: means apparatus forming part of the System used by the Supplier to connect the Site to a telephone exchange to provide the Service.

IPR: means all intellectual property rights including, without limitation, copyright, patents, trade marks, registered designs, design rights, mask works, know how and all other similarly protected rights.

Minimum Period: means in respect of each service a period of 36 months (or such other minimum period that is agreed between the parties) Agreements that renew in accordance with these terms will be subject to the STL Basic tariff with effect from the date of such renewal

Offending Material: means any material, data, images or information that is:

- (i) In breach of any law, regulation, code of practice or Supplier's acceptable use policy, or
  - (ii) Abusive, indecent, defamatory, obscene or menacing or otherwise offensive, or
  - (iii) In breach of confidence, IPR, privacy or any right of a third party.
- Ofcom: means the Director General of Telecommunications or any similar office that may be appointed in addition or in substitution.

Order: means the [Customer Services Agreement] signed by the parties or such other document that the Supplier deems to constitute the Order.

Renewal Term: as defined in clause 2.1.

Service: means any and all of the services that the Supplier has agreed to supply to the Customer, as set out in the Order.

Service Charges: means any or all of the charges and fees payable by the Customer for the Service pursuant to this Agreement as set out in the Order or invoice or otherwise notified by the Supplier.

Site: means any or all of the Customer's sites at which the Supplier is providing the Service.

Supplier: means STL Communications Ltd Park House, Station Lane, Witney, West Oxon, OX28 4LH Reg 3234302.

Supplier's Equipment: means any equipment owned by the Supplier or its licensors that the Supplier uses to provide the Service.

System: means the network that the Supplier uses to provide the Service.

Usage Charges: the charges for usage of the Service (including, but not limited to, calls and data). Working Day: means 09:00 to 17:00 Monday to Friday but excluding public holidays in the United Kingdom recognised by the Supplier.

Cloud Care – an enhanced service provided for hosted environments

Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

### 2. Duration and Scope of this Agreement

2.1 This agreement commences on the date that the Supplier first makes the Service available to the Customer and shall remain in effect (subject to Clause 9) for the Minimum Period and thereafter renewed for further period equal to the Minimum Period (each such renewal to be a "Renewal Period") unless terminated in accordance with this paragraph 2. In the event that the Service is added to, amended or changed in any way then a new Minimum Period or Renewal Period (as the case may be) will commence on the date of the new installation or amendment or change for the entire agreement, unless the Supplier agrees otherwise at its absolute discretion and confirmed in writing not more than 14 days prior to installation. For the avoidance of any doubt, the Minimum Period or Renewal Period (as the case may be) in such circumstances shall be a period of time equal to the Minimum Period or Renewal Period affecting the Services prior to such addition, amendment or change, and shall not be for a shorter period of time (regardless of any timescales set out in any order for such addition, amendment, or change). On termination of this agreement for whatever reason the Service may be disconnected unless the customer makes alternative arrangements with another provider for the service.

2.2 Each party may terminate this Agreement on not less than 90 Days notice in writing to expire at the end of the Minimum Period or any subsequent Renewal Period.

2.3 If the Customer terminates this Agreement during the term as defined in Clause 2.1 of this Agreement and has no right to terminate under Clause 9, or Part 2 or Part 3, the Customer shall pay as liquidated damages, in addition to other sums payable up to the date of termination, the Rentals To End Of Contract which the parties agree represents a genuine pre-estimate of the Suppliers loss.

2.4 At the end of the agreed term the customer will default to the Basic Tariff unless otherwise agreed in the original order form. The Basic Tariff can be found at [www.stl-group.co.uk](http://www.stl-group.co.uk)

2.5 Until termination for whatever reason, the Supplier agrees to provide the Service to the Customer in accordance with this Agreement in consideration of the agreement of the Customer to use the Service in accordance with this Agreement and to pay the Service Charges and Rental Charges when they are due.

2.6 The Customer hereby agrees to the termination of its existing contract for equivalent services with its existing communications service provider and any charges related to such. The Supplier is in no way liable for any charges arising from termination of the Customers existing contracts.

2.7 The Customer shall provide a suitable and safe working environment for the Supplier, any third-party suppliers or sub-contractors of the Supplier's and anyone acting on any of their behalf, on the Customer's premises.

2.8 The Customer's equipment to be used and connected with the Service shall be connected by means of Connection Points and ancillary wiring. If the Customer wishes a Connection Point to be moved to another place within the Site, the Supplier may agree, subject to payment of the Supplier's applicable charges. The Customer shall, at the Supplier's request, arrange for the Customer's equipment to be reprogrammed by its designated maintainer in accordance with instructions provided by the Supplier, to enable any indirect or other access. The Supplier will have no responsibility in respect of such reprogramming.

### 3. Services

3.1 The provision of the Service is subject to all relevant licences, infrastructure (or interconnect arrangements) and consents being in place. The Supplier shall use reasonable endeavours to meet any agreed dates but shall not be liable for failure to meet them. The Customer shall obtain any consent or facility that is necessary or desirable for the Supplier to provide the Service on the Site.

3.2 The Supplier shall exercise the reasonable care and skill of a competent communications operator. The Service cannot be guaranteed to be fault free but the Supplier shall provide the same quality of service to the Customer as it provides from time to time to its customers generally.

3.3 Any BT Wholesale services that are transferred over for the customer on a like for like basis will be transferred over in their entirety

3.4 The Customer shall report any fault to the Supplier's Customer Services Department, where it will be dealt with in accordance with the agreed fault repair service. Where no Supplier's Equipment is installed, the Supplier may request that the Customer first have its designated maintainer check the Customer's equipment. If the Supplier agrees to fix a fault that is caused by the Customer or that otherwise falls outside the responsibility of the Supplier or where no fault is found, the Supplier may charge the Customer for any work that the Supplier has undertaken at its applicable man-hour rate.

### 4. Customer Facilities

4.1 The Customer shall test Customer Facilities and ensure that they are complete, in good working order and ensure that all specifications are not less than the minimum determined by the Supplier.

4.2 The Supplier will advise the customer in writing if for the purposes of supplying the services contained on the Order form/Customer Service Agreement, the Customer Facilities are not suitable and what necessary steps are to be taken by the Customer to make the Customer Facilities suitable.

4.3 The Customer shall use their reasonable endeavours to complete any of the works notified by the Supplier at each location within 7 days of notification.

4.4 The supplier may perform repeat inspections (and the procedure outlined in clause 4.2) until the Supplier is satisfied the Customer Facilities are suitable.

### 5. Changes

5.1 The Supplier may have to change the terms and conditions of this Agreement. Where this is necessary the Supplier will publish details of the changes at [www.stlcomms.com](http://www.stlcomms.com).

5.2 The Supplier will e mail the Customer to inform them about any changes referred to in a clause at least 30 Days before they take effect.

5.3 In the case where the Supplier needs to make changes due to regulatory, legal reasons or a wholesaler changes their flow through terms, it may not always be able to meet that timescale. In those circumstances, the Supplier will still e mail the Customer to let them know about any changes, setting out the reason for the change.

### 6. The Customer's Obligations

6.1 The Customer shall not utilise and shall ensure that no other person uses the Service:

- 6.1.1 For storing, reproducing, transmitting, communicating or receiving any Offending Material; or
- 6.1.2 Fraudulently or for any criminal purpose or in a manner that is contrary to any regulatory or legal requirement; or
- 6.1.3 To make offensive, indecent, menacing, nuisance or hoax communications; or
- 6.1.4 Contrary to instructions that the Supplier may give to the Customer.

6.2 The Customer will provide the Supplier with all information that the Supplier needs and allow the Supplier to use that information for credit checking and debt collection (including disclosure to and use by third parties acting for the Supplier) and any other uses and disclosures allowed by the Data Protection Act 1998 and will allow the Supplier to disclose such information to the extent that the Supplier is required to do so by Ofcom, the law or any relevant authority.

6.3 The Customer shall keep all of the Supplier's Equipment at the Site safe and shall pay for the replacement and/or repair of any of the Supplier's Equipment, which is lost, damaged (otherwise than by fair wear and tear) or destroyed. The Customer shall not alter or move any of the Supplier's Equipment, nor do anything that is likely to damage or adversely affect its performance, nor remove or deface any words or signs on it, nor permit anyone else to do so. The Customer shall not sell, let, mortgage, charge, pledge, dispose of or do anything that

would prejudice the Supplier's Equipment or the System in any way. The Customer will allow the Supplier to inspect, test, modify, change, add to, replace or remove any Supplier's Equipment, either remotely or via a designated maintainer. At the end of the term of the Agreement, the Customer will allow the Supplier access at all times to collect any of the Supplier's Equipment in the Customer's possession.

- 6.4 The Customer shall at its own cost arrange for the required Site-specific conditions, as notified by the Supplier. This will include, without limitation, mains electricity supply, connection points and computer terminals. The Customer shall prepare the Sites in accordance with the Supplier's reasonable instructions and reinstate them at the Customer's expense after the Supplier has completed any work necessary for the Supplier to be able to provide the Service.
- 6.5 The Customer shall ensure that any equipment (excluding Supplier's Equipment) that it uses in connection with the Service meets any legal or regulatory requirements and is approved for connection to the System. If not, the Customer must immediately disconnect it or allow the Supplier to do so at the Customer's expense.
- 6.6 The use of computing equipment and/or computer software owned and/or controlled by the Supplier (including computer networks and systems accessed via the network) is permitted for bona fide purposes and is subject to authorisation. Removal of any software that the Supplier has placed on the customer's infrastructure as part of the customer services agreement is expressly forbidden. Unauthorised or improper use of these facilities is a breach of this Agreement and may give rise to withdrawal of the facilities and/or proceedings under the Computer Misuse Act 1990.
- 6.7 The Customer shall indemnify and keep indemnified the Supplier against all or any claims and associated costs, damages or expenses made by any third party as a consequence of any breach by or other act or omission of the Customer under or in relation to this Agreement.
- 6.8 Where the customer has not taken STL IT Services to maintain the internal LAN the customer agrees that the configuration of their internal network remains their responsibility. Any interruption to the Services resulting from such configuration shall not be regarded as an interruption in or suspension of the provision by us of the Services.

## 7. Payments

- 7.1 The Supplier shall be entitled to send an invoice to the Customer for the Service Charges monthly in advance and for the Usage Charges after the end of the month in which the relevant Usage Charges were incurred. The Customer shall pay all Service Charges and Usage Charges whether the Customer or someone else uses the Service. The Usage Charges will be calculated using the details recorded or logged on the Supplier's systems and not details recorded by the Customer.
- 7.2 The Customer shall pay any cancellation charges, abortive visit charges, engineering visit or site survey charges, or maintenance service charges imposed on the Supplier by its suppliers and providers and relating to the Service, save where such abortive visit or service maintenance charges arise through the Supplier's default.
- 7.3 The Service Charge shall continue to be payable during any period of suspension or restriction requested by the Customer in addition to any charges for such suspension or restriction.
- 7.4 The Service Charge and Usage Charges are exclusive of Value Added Tax, which shall be payable by the Customer in addition to the Service Charges and Usage Charges at the rate applicable from time to time.
- 7.5 Where a hosted service is in service Cloud Care has been provided inclusive for the first year once the anniversary passes Cloud Care will be chargeable as per the STL price list 7.6 Where the customer terminates within the minimum period the customer is liable for any charges due in respect of that minimum period
- 7.7 The Customer shall (without set-off or deduction) pay in pounds sterling by Direct Debit all invoices issued by the Supplier within fourteen days of the date upon them 7.8 The Supplier must agree any variation to these payment terms in writing prior to implementation. If the Customer's credit rating decreases at any time, the Supplier shall be entitled to revise the credit terms to require payment upon invoice or in less than 3 days. If the Customer fails to make payment by this date in full, in addition to the Supplier's right to suspend set out in Clause 8.1, the Supplier may charge interest at the rate of 7.5% per month above the Nat West Bank base rate on any amounts outstanding from the due date for payment until payment is made in full. Interest will be charged on a daily basis.
- 7.9 If the Customer wishes to dispute an invoice, they must contact the Supplier's customer services in writing to [finance@stlcomms.com](mailto:finance@stlcomms.com) 14 days from the date of the invoice. After such period, any undisputed invoice(s) will be deemed correct and incapable of being disputed and the Customer must pay the full amount of any such invoice(s) immediately.
- 7.10 Notwithstanding clause 7.6, if:
- 7.7.1 the amount disputed is less than 5% of the total amount of the invoice then the full amount of the invoice must be paid in accordance with clause 7.5
- 7.5 though such payment shall not prejudice the Customer's right to dispute any such amount in accordance with clause 7.6, or
- 7.7.2 the disputed amount in any invoice is greater than 5% of the total invoice then any such undisputed amounts must be paid in accordance with clause 7.5.
- 7.11 Subject to clause 7.7, the Supplier will implement a price increase of the January CPI + 3.9% on 1<sup>st</sup> April each year to all services in place for greater than 3 months at this date. For example a previous monthly charge of £100 + VAT would become £109.30 + VAT assuming a January CPI of 5.4%. The Customer will receive four (4) weeks written notice. This notice may be included in an invoice to the Customer.
- 7.12 The Supplier may also change the level of its Service Charges and/or its Usage Charges during or after the Minimum Period, retrospectively as well as prospectively, as a consequence of (a) any Ofcom direction, determination, order or similar decision, or (b) any notice issued by a supplier or provider of the Suppliers correcting an error in the amount or application of a charge or payment under its relevant agreement with the Supplier. In both cases, the Supplier shall only be entitled to change the level of its Service Charges and/or Usage Charges where the foregoing impacts upon the basis upon which the Service Charges and/or Usage Charges were calculated.
- 7.13 Where the Supplier agrees to do work outside a Working Day at the request of the Customer, the Supplier may charge the Customer in accordance with the Supplier's applicable man-hour rate.

## 8. Suspension and Variation of the Service

- 8.1 The Supplier may, in its sole discretion and upon giving the Customer notice, suspend or vary the Service without compensation (unless due to the default of the Supplier) for any period during which:
- 8.1.1 The Supplier is required to do so in order to avoid a breach of the authorisation of the Supplier under the Communications Act 25th July 2003, as amended from time to time;
- 8.1.2 The Supplier is obliged or requested to comply with an order or instruction of, or a recommendation or request to take such action received from the Government, Ofcom, an emergency services organisation or a competent administrative authority;
- 8.1.3 The Supplier reasonably suspects or believes that the Customer is in breach of Clause 6.1 or the Customer is in breach of Clause 7;

- 8.1.4 The Customer's credit rating decreases at any time, and the Customer fails to supply reasonable security in response to a request from the Supplier; or
- 8.1.5 The Supplier's contract with one or more of its suppliers or providers relating to the Services is suspended, varied or terminated.
- 8.3 The Customer shall reimburse the Supplier for all reasonable costs and expenses incurred as a result of the suspension and any recommencement or variation of the Service where suspension or variation is implemented as a result of any act or omission of the Customer.
- 8.4 The Supplier may at any time suspend the Service or any part of it, without liability:
- 8.4.1 To vary the technical specification of the Service in order to comply with any relevant law or regulation or direction from a competent authority; or
- 8.4.2 To repair, maintain or improve the Service; The Supplier will, during such suspension under this Clause 8.4, try to ensure that minimum disruption is caused to the Service.

## 9. Termination

- 9.1 Either Party may immediately terminate this Agreement by written notice if the other Party commits a material breach that is not capable of being remedied.
- 9.2 Either Party may serve written notice requiring the other Party to remedy within thirty days of receipt of the notice a material breach of this Agreement that is not capable of remedy. In the absence of a remedy in this period, the Party that served notice to remedy may immediately terminate this Agreement by written notice.
- 9.3 Either Party may immediately terminate this Agreement by written notice if the other Party commits an act of bankruptcy or goes into or is put into liquidation (other than solely for the purposes of a reconstruction or amalgamation) or if a receiver or administrator is appointed over all or part of the other Party's assets or the other Party suffers seizure of any of its property for non-payment of monies owing.
- 9.4 If this Agreement is signed before the Supplier has completed its credit check of the Customer, the Supplier shall be permitted to terminate this Agreement immediately by written notice if the Customer fails to pass the Supplier's credit policy as deemed in the sole opinion of the supplier
- 9.5 The Supplier shall be permitted to terminate this Agreement immediately by written notice at any time for the reasons set out in Clauses 8.1.1 and 8.1.2.
- 9.6 The rights to terminate this Agreement given by this Clause 9 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach. Following termination of the Service, telephone service may be disconnected unless the Customer makes alternative arrangements with the Supplier or another communications service provider. A charge will be made to return the services back to the pre terminated state

## 10. Limitations and Exclusions of Liability

- 10.1 This Clause 10 sets out the Supplier's entire liability (including any liability for acts or omissions of the Supplier's employees, agents or subcontractors) to the Customer in tort, contract or otherwise arising in connection with the performance, non-performance or contemplated performance of this Agreement. Except as set out in this Agreement, the Supplier provides no warranties, conditions or guarantees as to the description or quality of the Service, and all warranties, conditions or guarantees implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law. The Supplier's duty in performing any obligations under this Agreement is only to exercise reasonable care and skill of a reasonably competent communications provider.
- 10.2 Subject to Clause 10.4, the Supplier's entire liability for non-fraudulent representation, or implied warranty, condition or other term, or under any duty at common law, or in tort (including negligence) or under the express terms of this Agreement shall not in the aggregate, in any period of twelve months, exceed the Charges paid in respect of that twelve month period. If for any reason this limit of liability shall be found to be unlawful or invalid by a court of competent jurisdiction, the Supplier's entire liability as referred to in this clause shall not exceed £1,000,000 (one million pounds sterling) for any one incident or series of related incidents and £2,000,000 (two million pounds sterling) in aggregate during the term of this Agreement.
- 10.3 Notwithstanding anything to the contrary in this Agreement, but subject to Clause 10.4, the Supplier shall not be liable to the Customer under the express terms of this Agreement or by reason of any non-fraudulent representation, or implied warranty, condition or other term, or any duty at common law, or any tort, for any loss of profits or revenue, loss of income or business, loss of goodwill or reputation, loss of anticipated savings, loss of data, loss of use, or damages, loss or expenses payable by the Customer to any third party or any indirect or consequential or special loss or damage whatsoever and howsoever caused.
- 10.4 The Supplier shall not exclude or restrict liability for death or personal injury resulting from its own negligence or for fraudulent misrepresentation.
- 10.5 Each of the Supplier and the Customer acknowledges that it considers the provisions of this Clause 10 to be reasonable, taking account of the other terms of this Agreement (including the Charges) and its ability to insure against losses which may arise from any breach by the other Party of its obligations under this Agreement.
- 10.6 The provisions of this Clause 10 shall survive termination or expiry of the Agreement.

## 11. Fraud

- 11.1 For the avoidance of any doubt, the Customer responsibilities include but are not limited to;
- (i) Secure implementation and management of their systems including any hardware not provided by the Supplier such as Firewalls or PBX.
- (ii) Maintaining security and confidentiality of authentication details for online service portals and other services.
- (iii) Mitigate exposure to any suspected or known security breach by resetting passwords, requesting that accounts are disabled and reporting the incident to the Supplier 11.2 The Customer accepts full and complete liability for any costs incurred as a result of fraud.
- 11.3 The Supplier recommends the Customer obtains professional security advice with regard to the equipment and Services provided.

## 12. Confidentiality and Data Protection

- 12.1 The Supplier is subject to the provisions of the articles of the General Data Protection Regulations (GDPR)
- 12.2 Where the Supplier acts as a personal data processor the Supplier confirms that they: (i) will only act on the written instructions of the controller (unless required by law to act without such instructions);
- (ii) will ensure that employees processing the data are subject to a duty of confidence;
- (iii) will take appropriate measures to ensure the security of the data processing; (iv) will only engage a sub-processor with the prior written consent of the data controller and only engage with such under a written contract to comply with Article 28 of the GDPR; (v) will assist the data controller in providing subject access and allow data subjects to exercise their rights under the GDPR;
- (vi) will assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;

(vii) will delete or return all personal data to the controller as requested at the end of the contract;

(viii) will make available all information necessary and submit to audit and inspection to demonstrate compliance with obligations laid down by Article 28 of the GDPR and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

12.3 Where the Supplier acts as the data controller it requires the provisions of 12.2 to be adhered to by the relevant data processor.

12.4 The Customer agrees to keep all Confidential Information confidential, to disclose it only to its employees that need to know it and to use it exclusively for the purposes contemplated by this Agreement. This Clause shall not apply to information that the Customer can prove:

12.4.1 Is in the public domain otherwise than by the Customer's breach;

12.4.2 It already had in its possession prior to obtaining the information directly or indirectly from the Supplier; or

12.4.3 A third party subsequently disclosed to the Customer free of restrictions on disclosure and use. This Clause shall survive for three (3) years from when the Customer acquired that Confidential Information from the Supplier.

12.5 The Customer may disclose Confidential Information if required to do so by law, regulation or rules of a securities exchange or other regulatory authority, but only to the extent of the relevant requirement. The Customer shall promptly inform the Supplier of the requirement and will co-operate with the Supplier in the disclosure.

12.6 The use of any information may be subject to (and therefore the Customer shall comply with) the General Data Protection regulations, EU Data Protection Directives and The Telecommunications (Data Protection and Privacy) Regulations 1999. The Supplier reserves the right to withhold Calling Line Identification if it believes that the Customer has failed to comply with this Clause or the Supplier receives a complaint from any relevant authority.

12.7 Our Privacy Policy describes the types of information we may hold under this contract and why this information is held. Our Privacy Policy is disclosed on our website and may be updated from time to time.

### 13. Ownership

13.1 All IPR relating to the subject matter of this Agreement shall vest in, and ownership of the Supplier's Equipment and the System (including any works performed by the Supplier to connect the Site to the System) shall remain with the Supplier or its licensors, as appropriate. The Customer acknowledges that it shall have no licence, right, title or interest in or to any IPR of the Supplier or its licensors or the Supplier's Equipment or the System, except as expressly set out in this Agreement. This Clause shall survive termination or expiry of the Agreement.

13.2 Routers supplied with any form of connectivity are not covered in these terms. They remain the property of the supplier through the contract term and thereafter. It is the customers responsibility to keep them in good condition should they need to be returned to the supplier.

### 14. Force Majeure

14.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

14.2 If either Party is affected by circumstances beyond its reasonable control, it shall notify the other Party and shall use reasonable endeavours to overcome the effects. If those effects continue for more than three (3) months, the Parties shall enter into a discussion to agree, in good faith, the best way forward.

14.3 Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

### 15. Notices

15.1 Notices must be written and delivered by hand or first class prepaid post. The address for service on the Supplier (subject to any change notified by the Supplier) is: The Managing Director, STL Communications, Park House, Station Lane, Witney, West Oxon, OX28 4LH. The address for service on the Customer is as set out in the most recent invoice.

15.2 A notice will be deemed served as follows:

15.2.1 On hand delivery, except where this is outside a Working Day, in which case the next Working Day;

15.2.2 Two Working Days after posting (proof that the envelope containing the notice was properly addressed, prepaid and posted and that it has not been returned to the sender shall be proof of posting).

### 16. General

16.1 Headings in this Agreement shall not affect interpretation.

16.2 In the case of any inconsistency between the provisions of Part 1 of this Agreement and the provisions of either of Parts 2 or 3 (as applicable) then the provisions of Part 2 or 3 (as applicable) shall prevail.

16.3 A delay in enforcing rights under this Agreement shall not be a waiver, as any waiver must be expressly granted in writing.

16.4 The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability or validity of the remainder of it. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

16.5 The termination or expiry of this Agreement shall be without prejudice to the rights of either Party, which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of this Agreement shall so survive.

16.6 This Agreement contains the entire agreement and supersedes all other agreements and understandings between the Parties with respect to its subject matter. Any terms proposed by the Customer that are not written in these Terms and Conditions shall be invalid. Subject to Clause 10.4, each Party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly written in this Agreement, and that its only remedy can be for breach of contract.

16.7 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties.

16.8 This Agreement is not intended to be for the benefit of and shall not be exercisable by, any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither Party can declare itself trustee of the rights under it for the benefit of any third party.

16.9 The Supplier may change this Agreement at any time without requiring the agreement of the Customer. The Agreement in its current format is available at <http://www.incom-business-systems.co.uk>

16.10 The Supplier may transfer or assign its rights and obligations to any of its Associated Companies and may sub-contract any of its obligations. Otherwise, neither Party may transfer, assign, sub-licence or subcontract any rights, licences or obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld or delayed.

16.11 English law shall govern the validity, construction and performance of this Agreement and the Parties submit to the exclusive jurisdiction of the English Courts.

## PART 2 – Fixed Line Rental and calls additional Terms and Conditions

The provisions of this Part 2 shall apply in respect of Services providing fixed line rental and calls in addition to those set out in Part 1.

### 1. Definitions and Interpretation CPS: means carrier pre-selection.

Bundles: a bundle of minutes assigned to a SIP channel.

Call Charge: means the Supplier's charges for calls made on the System (including reverse charge calls) as specified in the Order or otherwise notified by the Supplier.

Network Service Provider: means the internet, telephony, and other network services provider used by the Supplier in respect of the Services.

Telephone Directory: means a Telephone Directory published by BT or any other operator (as appropriate).

### 2. Scope

2.1 If line numbers are not detailed individually on the Order it is agreed that line numbers detailed on the invoice are governed by this Agreement.

2.2 In addition to the right to terminate in clause 9 of Part 1, the Customer shall be entitled to terminate this Agreement without having to pay the Rentals To End Of Contract if call routing and line rental ceases to be provided on the relevant Exchange Line during the term as defined in Clause 2.1.

2.3 Further to the provisions of clause 2.7 of Part 1, the Customer shall provide to the Supplier any relevant account and Calling Line Identification numbers that may be required by the Network Services Provider or other communications provider, and also access to carry out their obligations for the Supplier, the Network Services Provider and anyone acting on either of their behalf, to the Customer's premises if so required. The Customer acknowledges that the Supplier cannot process the provision of the Service until such information and access is provided. 2.4 The provision of the Service requires that the Network Services Provider undertake programming at exchange level. Accordingly, it is agreed that any act, default or delay by the Network Services Provider or other communications provider in carrying out such programming or otherwise relating to or affecting the Service shall not be the responsibility of the Supplier.

2.5 The Call Routing & Line Rental Service is available only if the Customer has a valid contract for the use of an analogue Exchange Line (in the case of the wholesale access Service) or digital Exchange Line capable of supporting an existing ISDN30 or ISDN2 service (in the case of wholesale ISDN30 and ISDN2 Service) direct Exchange Line (for each Exchange Line being ordered) which terminates on a Connection Point. If such contract does not exist, the Customer must request the Supplier to have installed an Exchange Line, Connection Point and/or ISDN30 or ISDN2 bearer, as appropriate.

2.6 The Customer acknowledges that certain services are incompatible with the Call Routing & Line Rental service available from the Network Services Provider, and such incompatible services are excluded from the Services. The Customer also acknowledges that some technical limitations within the System may not become apparent until after the Service has been working for some time: in such circumstances, the Service may need to be withdrawn in which case the Customer shall be entitled to a pro rata rebate of any relevant Charges paid in advance by the Customer.

2.7 The Call Charges have been based upon Call Routing & Line Rental only being provided as part of the Service where the Customer is also taking CPS from the Supplier in respect of the relevant Exchange Line. If the Call Routing & Line Rental Service on any relevant Exchange Lines ceases to be provided, the Supplier shall be entitled to amend its Call Charges to its then standard charges for CPS as a stand-alone service. If CPS on any relevant Exchange Line ceases to be provided; the Agreement shall terminate forthwith, without prejudice to clause 2.2. 2.8 Any reference to Call Charges include calls to Vodafone, O2, EE (T-Mobile and Orange) and Virgin only. It does not include calls to Three (unless otherwise stated in your tariff), Inmarsat, Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks. If your tariff includes minutes to UK mobiles the same applies

### 3. Services

3.1 The Supplier may alter the name or number of a telephone exchange serving the Exchange Line, the telephone number, or any other name, code or number whatsoever that the Supplier allocates to the Customer in instances where such alterations are required as a result of necessary operational or technical changes to the Supplier's communications network or changes in legal or regulatory requirements.

3.2 The Supplier will allocate a telephone number to the Customer in respect of the Exchange Line and, unless the Customer requests otherwise, will arrange for a free standard entry to be made in a Telephone Directory. If the Supplier agrees to arrange a special entry (for which a charge would be made), this will be subject to additional terms and conditions. 3.3 Where the Supplier allocates telephone numbers to the Customer, the Customer will not (subject to any statutory or authorisation provisions relating to number portability) acquire any rights whatsoever in such telephone numbers. The Customer will not apply for registration of the telephone numbers as part of a trademark, company name, or URL.

3.4 If the Supplier has an agreement with the Customer's existing communications service provider, the Supplier can, at the Customer's request, provide the Customer with a telephone line using the Customer's existing number subject to the following: 3.4.1 There are no technical reasons preventing the use of the number;

3.4.2 The existing communications service provider agrees to release the relevant telephone number(s);

3.4.3 The Customer agrees to cease service on the existing communications service provider's telephone line using the telephone number and authorises the Supplier to arrange for that cease to take place;

3.4.4 The Customer provides the Supplier with full details including (but not limited to) the account name, account number, service address and billing address; 3.4.5 The Customer pays the Supplier's charges (if any) for number portability;



3.4.6 Number portability is only available at the Site.

3.5 The Supplier does not accept any liability or claims relating to the Customer's ability to use or to continue use of a particular telephone number.

3.6 Unless a number is transferred from another provider, the Supplier will allocate a telephone number to the Customer in respect of each line and the Customer accepts that the Supplier has no control over the number allocated and the Customer will not (subject to any statutory or authorisation provisions relating to number portability) acquire any rights whatsoever in such telephone numbers. The Customer agrees to not apply for registration of the telephone numbers as part of a trademark, company name, or URL.

3.7 The Supplier does not accept any liability or claims relating to the Customer's ability to use or to continue use of a particular telephone number.

#### 4. Customer Obligations

4.1 The Customer shall comply with any requirements notified by the Supplier relating to number portability.

4.2 Where the Customer's existing account with its current supplier of services includes equipment that is not required for the provision of the Service, the Customer shall contact their current supplier in order to remove the equipment or move such equipment to another account with such supplier.

#### 5. Payment

5.1 The Supplier shall be entitled to send an invoice to the Customer for the Connection Charge when the Telephone Service is available to the Customer.

#### 6. Suspension and variation of service

6.1 The Customer acknowledges that the Network Services Provider may make alterations to the service (including, without limitation, conversions, shifts, reconfigurations and renumbers) which may result in disruption.

#### 7. Fraud

7.1 In accordance with the rest of this clause 7, the Customer will be liable for any fraudulent calls made from the Customer's site. Controlling unauthorised access (including fraudulent access) to PBX, trunking or other equipment or resource shall be the sole responsibility of the Customer.

7.2 For the avoidance of doubt, fraudulent calls include but are not limited to;

- (i) Calls made from the customer's PBX without their knowledge;
- (ii) Calls made utilising the customer's authentication details;
- (iii) Calls made from an authenticated IP address;

7.3 The Customer acknowledges that the Service known as "Safety Net" is not a fraud prevention system and does not prevent unauthorised access to the Equipment. It is the sole responsibility of the Customer to setup and maintain their own security independently of the Supplier and therefore the Supplier accepts no liability whatsoever for any costs incurred as a result of a breach of security.

7.4 The Service known as Safety Net, which is chargeable, will operate to bar calls by a CLI (telephone number) where calls from that CLI to destinations other than UK geographic or UK mobile numbers totalling over £150 have been made within a 24 hour period. The parameters are as follows:

7.4.1 CPS Calls – CPS (Carrier Pre Select) calls are calls that are routed over an alternative carrier to BT.

7.4.2 Bundles are assigned to each channel and must be consumed in the month, there is no

"carry over"

Automated Call Barring

7.4.3 Operates on a per CLI basis (i.e. the service will be applied to all CLIs where the service is active and paid for) 7.4.4 will only operate on CPS calls

7.4.5 When spend by a single CLI on CPS calls to all destinations other than UK geographic or UK mobile reaches £150 within a 24 hour period further calls from that CLI will be barred. This bar will apply to all destinations including UK geographic and UK mobile.

7.4.6 The activation of the bar will generate an email from our supplier notifying us that the bar is in place. We will then, in turn, endeavour to notify you that the bar is in place.

7.4.7 The call bar can be lifted upon request by the Customer, subject to us being able to authenticate that the request is genuine.

7.4.8 As a result of the Automated CLI Call Barring, charges for CPS calls to the relevant destinations will be limited to £150 for as long as the bar remains in place. The £150 threshold is based on the wholesale cost of the calls.

7.5 The Supplier reserves the right to invoice the Customer for any fraudulent calls made in accordance with this clause 7 and clause 11.1 of Part 1 but where possible the fraudulent calls may be charged at cost.

#### 8. Confidentiality and Data Protection

8.1 The Customer hereby consents to the Supplier contacting the Customer's current service provider on the Customers behalf in order to provide the Services and such supplier disclosing to the Supplier any information relating to the transfer or removal of such supplier's retail products and services that exist on the Exchange Line as at the time of transfer of the service from them to the Supplier.

### PART 3 – Mobile Phone Terms and Conditions

The provisions of this Part 3 shall apply in respect of services providing mobile phone line rental and calls in addition to those set out in Part 1.

#### 1. Definitions and Interpretation

Content Service Provider (Supplier): means STL Communications Ltd a division of Incom Business Systems Limited, Clarendon House, Clarendon Road, Eccles, Manchester, M30 9AL Disconnection Fee: the fee of up to £30 that may be payable if a PAC code or disconnection request is required. Equipment: means any equipment supplied as part of the Services (including, but not limited to, cellular phones, cables, plugs and ancillary equipment).

Minimum Period: means twenty-four months (or such alternative period as is set out on the Order) from the date that the Services are first delivered to the Customer.

PAC: a porting authorisation code.

Technology Fund: a credit in the amount set out in the Order which the Customer shall be entitled to utilise against the cost of other services and/or equipment from the Supplier.

Termination: the agreement shall commence on the Commencement Date and shall continue until the relevant Services are terminated in accordance with the Agreement.

#### 2. Scope

2.1 If mobile numbers are not detailed individually on the Order/Customer Service Agreement it is agreed that mobile numbers detailed on invoices are governed by this Agreement.

2.2 Each party shall have the right to terminate the Agreement in whole or in part by giving the other party 30 days' written notice of termination. The Customer may cease using content services at any time however the Customer shall remain liable for the charges for the Services until the end of the Minimum period. The Customer must check with the Content Service Provider on how they can end the Agreement.

2.3 Once the Agreement end date is reached, the Agreement will enter the minimum period rolling contract until such time that the Customer notifies the Supplier of either termination or their wish to renew the Agreement. Clause 2.2 of Part 1 of this Agreement shall not apply to mobile services.

2.4 The Customer shall provide to the Supplier any PAC or other codes or authorisations that may be required by the Supplier or any third party in order to provide the Services. The Customer acknowledges that the Supplier cannot provide the Services until such PAC or other codes or authorisations are provided, and the Supplier shall not be liable for any loss or damage suffered by the Customer in respect of any delay in providing the Services as a result.

2.5 If the Customer requests to use its own equipment the, subject to Supplier's agreement, the Customer shall provide such equipment to the Supplier who shall arrange for it to be reprogrammed by its designated maintainer in accordance with instructions provided by the Supplier and the Supplier shall have no responsibility in respect of such reprogramming and clause

2.7 of Part 1 of this Agreement shall not apply.

#### 3. Technology Fund

3.1 In consideration of the Customer entering into this Agreement, the Supplier may agree to make available to the Customer a Technology Fund which shall be used only as a credit against purchases by the Customer from the Supplier of such other services or equipment that the Supplier in its sole discretion determines to be eligible for the same.

3.2 The Technology Fund shall at all times remain the property of the Supplier whose only obligations relating to it shall be as set out in the terms of this Agreement

3.3 For the avoidance of any doubt the Technology Fund shall cease to be available immediately upon termination of this Agreement and no use of the Technology Fund may be made by the Customer at any times when any invoice(s) is or are outstanding.

3.4 Subject always to clause 3.5 of this Part 3, the Technology Fund may only be utilised in the amounts and on the dates specified in the Order/Customer Service Agreement or, if none are specified then the amount that may be utilised in each month will be equal to the total value of the Technology Fund divided by the number of months in the Minimum Period ("Monthly Spend") and any amount of the Technology Fund not used in any month may be carried forward to future months.

3.5 In the event that the Agreement is terminated before the end of the Minimum Period the Customer's rights in and to the Technology Fund shall cease immediately and if the Customer has used an amount of the Technology Fund greater than the Monthly Spend multiplied by the number of months between the Commencement Date and the date of termination (an "Overspend") then the Customer shall pay to the Supplier on termination an amount equal to any Overspend.

#### 4. Equipment

4.1 All Equipment supplied pursuant to the Agreement shall remain the property of the Supplier until the Customer has paid all Service Charges and Usage Charges that have accrued during the Minimum Period or any new Minimum Period described in clause 2.1 of Part 1 (as the case may be) and once the same have been paid in full (in cash or cleared funds) title to the Equipment shall pass to the Customer.

4.2 Until title to the Equipment has passed to the Customer, the Customer shall:

4.2.1 store and keep the Equipment separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

4.2.2 not remove, deface or obscure any identifying mark on or relating to the Equipment; 4.2.3 maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery; and

4.2.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.3 of Part 1.

4.3 The Supplier may recover any Equipment in which title has not passed to the Customer and the Customer irrevocably licenses the Supplier, its officers, employees and agents, to enter any premises of the Customer (including vehicles), in order to satisfy itself that the Customer is complying with the obligations in this clause 4 and to recover any Equipment in which the property has not passed to the Customer.

4.4 For certain items of Equipment the Supplier may (at its sole discretion) make available a faulty handset exchange program whereby certain items of Equipment supplied maybe exchanged with the manufacturer should such Equipment develop a fault during the 24 months following its supply by the Supplier (the "Program"). Where the Program is offered, the Supplier will be need to be provided with remote access to the Equipment to perform a diagnostic check to determine whether a manufacturer fault exists and the Customer shall procure that such access is provided. If there is or appears to be a manufacturer fault then the Supplier will confirm what Equipment or part of the Equipment (as the case may be) will be exchanged and will arrange for the equipment to be returned to the Supplier at its cost. If, following an inspection of the Equipment after any such exchange, the Supplier discovers that the fault was in fact caused by the Customer then the Customer shall pay to the Supplier the cost of any replacement Equipment.

4.5 The Customer shall comply with any requirements notified by the Supplier relating to number portability.

4.6 In the event that any Equipment is returned to the Supplier (for example under clause 4.4, as part of an upgrade, or pursuant to the use of the technology refund referred to under clause 3) then the Customer shall ensure that such Equipment has been restored to factory settings, had all passwords unset, and been removed from any cloud or remote account connections (including, but not limited to, iCloud). In the event that any Equipment is not returned to the Supplier in such state the Customer shall pay the Supplier's charges in putting the Equipment in to such state.

#### 5. Payments

5.1 The Supplier and/or the relevant network provider shall invoice the Customer. The Usage Charges for calls will be calculated using the details recorded or logged at the Supplier's telephone exchange and not any details recorded or logged by the Customer and in order to facilitate this the Customer agrees to provide the Supplier with a third party access form and the relevant username and password for their online billing portal with the relevant network provider.

5.2 The Supplier may change the level of its Service Charges and/or Usage Charges after giving the Customer four (4) weeks written notice of its intention to do so and clause 7.6 of Part 1 of

the Agreement shall be amended accordingly. This notice may be included as part of an invoice to the Customer.

## **6. Spend Caps**

6.1 If you are a new or upgrading customer on or after 1 October 2018 you can choose to apply a Spend Cap with your monthly tariff to help control the spend on out of Bundle charges. Any chargeable usage outside of your monthly allowance or outside of any Bolt On allowance will count towards your Spend Cap. To see exactly what is covered by your Spend Cap please see 6.3 below. Once you use up your Spend Cap any additional chargeable usage will be barred.

6.2 You can choose from a range of monthly Spend Cap amounts as follows:

- a. £50
- b. £100
- c. £200
- d. £500
- e. opt out (no spend cap)

6.3 The Spend Cap includes any chargeable usage outside of your monthly allowance or outside of any Bolt On allowance such as:

i. additional calls, texts and data usage when your standard bundle or Bolt On allowance has run out; ii. calling and texting non-geographical or premium rate numbers aside from those premium rate numbers relating to charities which sit outside your Spend Cap, as set out below; iii. calling and texting any international number from the UK; iv. calling and texting any number outside of our Europe Zone when you are in our Europe Zone

(excluding the UK);

v. calling, texting and using data when you are in a country which is outside of our Europe Zone; vi. calling directory enquiry services; and vii. the charge you pay to the Supplier for accessing any third party services.

6.4 The following Charges do not count towards your Spend Cap:

i. recurring elements of bills such as your Airtime Plan, Device Plan, and insurance;

ii. the price for purchasing a Bolt On which you opt-in to; iii. any charity donations

made from your phone;

iv. Charge to Mobile such as buying digital contents and apps from your phone;

v. any charges relating to the management of your account which includes but is not limited to paper bills, itemised paper bills and late payment fees; and vi. any charges for third party services (our access fees for these services are however covered in your Spend Cap as set out above).

6.5 Spend cap provisions are subject to the availability of network billing details which can be delayed into the next billing period due to "late landing CDR's". Charges incurred over and above any spend cap due to such delays will be applied to the next billing cycle.

## **7 Connection restrictions**

7.1 All connections are barred from international usage by default. The customer can request international usage at any time subject to reasonable credit checks and 6.2 above.