

# Chain Telecom Terms and Conditions for the Provision of Least Cost Routing, Wholesale Line Rental and other services



## Terms and Conditions

Act means the Telecommunications Act 1984 and amendments to the Act that may be made from time to time  
'Agreement' means the Agreement between the Customer and Chain Telecommunications Ltd. (CTL), entered into subject to these Terms & Conditions and also comprising the terms set out overleaf  
'Customer' means the person firm or corporation specified overleaf  
'Service' means the provision of voice telecommunications services to the trunks with the calling line identities indicated on the signed registration form.

### 1. The Service

CTL undertakes to provide the customer with the Services requested on the signed registration form. CTL undertakes to exercise appropriate care in the provision, operation and Maintenance of the service.

### 2. Duration

Provision of each Service shall start on the date on which CTL first makes the Service available to the Customer (the "Service Commencement Date") and shall continue for the initial "Minimum Service Period" set out in the order acknowledgement or service literature for that Service or, if there is no such period set out, a period of one year (in either case, the "Minimum Service Period" for Line Rental and broadband is 12 months and VOIP is 24 months).

The service shall then continue until:

- (i) Determined by either party giving to the other not less 90 days prior written notice or;
- (ii) Terminated forthwith on CTL notice of a breach by the customer of any of the customer's obligations under this Agreement, which are capable of remedy and are not remedied within 14 days of giving such notice.

### 3 Installation and Delivery of Services

- (a) CTL shall normally carry out installation and maintenance work at the Site(s) during normal working hours where such work does not involve any suspension of Services but may, on reasonable notice (which shall not be less than 12 hours except in an emergency), require the Customer to provide access at other times. Where necessary CTL shall be entitled to suspend Services in order to carry out such work. Except where suspension of Services is involved, if CTL agrees at the Customer's request to carry out such work outside normal working hours or if it is necessary for CTL to carry out such work outside normal working hours for reasons beyond its control, CTL shall be entitled to charge the Customer for any overtime costs.
- (b) CTL shall, when it undertakes installation and maintenance work under this Clause, comply with any reasonable Site procedures notified in writing to CTL in advance by the Customer.
- (c) Equipment/goods supplied belong to CTL legally and beneficially until Customer has paid all CTL's charges under this Contract, but the risk attached to owning them passes to Customer as soon as they are delivered into Customer's possession or control.
- (d) Even though equipment/goods supplied continue to belong to CTL, CTL has the right to recover payment for them. As long as the goods remain CTL's, and discrete from items which are not CTL's, CTL has the right (but not the obligation) to recover these goods. As long as the materials remain CTL's, Customer must not sell or otherwise dispose of them.
- (e) CTL shall be entitled to;

(i) Change the codes and/or the numbers allocated to the Customer or the technical specification of a Service where necessary, for operational reasons, statutory or regulatory requirements, provided that any change to the technical specification does not materially affect the performance of the Service

(ii) Suspend the Services for operational reasons or in case of emergency or in accordance with Clause 2(ii) and

(iii) Give the Customer instructions, which it believes are necessary for reasons of health, safety or the quality of any Service provided by CTL to the Customer or any third party. Before doing so, CTL will give the Customer as much notice as possible

(f) The Customer agrees that during the duration of the Contract it shall exclusively route all telephone calls through CTL's network and shall not attempt to change or subvert this by modifying any of the PABX programming, CPS or any other routing method. If the Customer breaches this Clause 3(f) then Clauses 9(c) and 9(d) shall apply.

### 4. Use of Services

(a) The customer shall be responsible for the safe custody and use of this service and of related equipment after installation of the service and, without prejudice to the generality of the foregoing the Customer agrees and undertakes.

- (i) To use the Service in accordance with such conditions as may be notified to it in writing by CTL from time to time.
- (ii) Not to cause any attachments other than those approved for connections under the Act to be connected to the service.
- (iii) Not to contravene the Act or any other relevant regulations or licences.
- (iv) Not to use the service as a means of communication for a purpose other than that for which the service is provided and as may be set out from time to time in CTL service literature (CTL will provide the customer with the maximum notice practicable should there be any changes to CTL service literature and CTL agrees not to make any such changes as would materially affect the parties obligations)
- (v) Not to use the service for Transmission of any material, which is intended to be a hoax call to emergency services or is of a defamatory, offensive, obscene or menacing character.
- (vi) Not to use the service in a manner which constitutes a violation or an infringement of any other party.
- (vii) To maintain its Telecommunications apparatus at all times during the period of this agreement in good working order and in conformation with the relevant standard or approval for the time being designated under section 22 of the Act.
- (viii) To provide CTL with all such information as it reasonably requests relating to Customer's Telecommunications apparatus.

(b) The customer shall indemnify CTL against all liabilities, claims damages, losses and expenses arising directly from any breach of the undertakings contained in the clause 4(a)

### 5. Access to Premises and Provision of Information

(a) To enable CTL to exercise its obligations under this Agreement

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- (i) The customer shall permit or procure permission for CTL and any other person(s) authorised by CTL to have reasonable access to its premises and the service's connection points and shall provide such reasonable assistance as CTL requests.
  - (ii) CTL will normally carry out work, by appointment and during normal working hours, but may request the Customer to provide access at other times but such requests shall not oblige the customer to provide such access.
- (b) At the customer's request, CTL may agree to work outside normal working and this customer shall pay CTL's reasonable charges for complying with such a request.
- (c) If the customer requests maintenance or repair work which is found to be unnecessary, the customer may be charged for the work and the costs incurred, CTL will give notice that work is considered unnecessary prior to completion and raising charges.

## 6. Suspension of Service

- (a) CTL may at its sole discretion upon giving the customer 14 days written notice elect to suspend forthwith provision of the service until further notice without compensation on notifying the customer either orally (confirming such notification in writing) or in writing in the event that:
- (i) The customer is in breach of a material term of this agreement including for the purposes of this agreement its failure to pay Monies due to CTL on the due date.
  - (ii) CTL is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent Administrative Authorities.
- (b) The customer shall reimburse CTL for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommendation of the provision of the services appropriate, but only when the suspension is implemented as a consequence of breach, fault or omission of the customer.

## 7. Liability

- (a) Nothing in this Agreement shall exclude or restrict CTL's liability for the death or personal injury resulting from the negligence of CTL or of its employees while acting in the course of their employment.
- (b) In the event that the service fails to operate and the customer diverts traffic to another carrier, CTL will not be responsible for that carrier's charges.
- (c) Neither party shall be liable to their other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever.
- (d) CTL's liability in contract, tort or otherwise arising out of or in connection with the performance of its obligations under this Agreement shall be limited to £1,000 for any one incident or series of incidents and £5,000 in aggregate.
- (e) Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any Act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strikes lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authorities.

## 8. Charges and Payments

- (a) The customer shall be invoiced monthly by CTL and agrees to pay charges within 14 days of receipt of invoice.
- (b) Usage charges will be at CTL's current price list or as agreed in writing.
- (c) CTL intends that there will be no price increase in usage charges during the term of this agreement. Should price increases become necessary the customer will have 28 days from written notification of said increases to terminate in writing the Agreement without penalty.
- (d) Usage charges payable shall be calculated by reference to data recorded or logged by CTL and not by reference to any data recorded the customer/
- (e) CTL reserves the right to charge daily interest on amounts outstanding 14 days after invoice until payment in full is received, at a rate equal to 4% per annum above the Lloyds Bank Base lending rate as current from time to time, whether before or after judgement, interest shall continue to accrue.
- (f) All sums referred to in this Agreement are exclusive of Value Added Tax and any taxes of similar nature, which may from time to time be introduced.
- (g) Should any services be terminated prior to the Minimum Service Period then the customer will be liable for any outstanding charges as detailed in 9(c) and 9(d) below.

## 9. Termination

- (a) Notwithstanding anything to the contrary expressed or implied in this Agreement either party (without prejudice to its own rights) may terminate this Agreement forthwith in the event that a liquidator (other than for the purpose of amalgamation or reconstruction), trustee in bankruptcy, Administrator, receiver and manager is appointed in respect of the whole or part of the assets and/or undertaking of the customer or the customer enters into an arrangement or composition with its creditors or if the customer becomes unable to pay its debts within the meaning of S123 of the insolvency Act 1986, or other circumstances arise which entitle a court or creditor to appoint receiver or administrator or to make a winding up order.
- (b) Notwithstanding anything to the contrary expressed or implied in the Agreement CTL (without prejudice to their own rights) may terminate this agreement forthwith in the event that any license under which the customer has the right to run its telecommunication system and connect it to the service is revoked, amended or otherwise ceases to be valid.
- (c) If the customer wishes to cancel this agreement in whole or in part prior to connection, the customer will agree to accept such cancellation charges levied on CTL, by BT, Gamma, Opal, Cable & Wireless or other suppliers.
- (d) In the case of line rental, broadband, VoIP or any other rental or licensed services, the customer shall be liable for all outstanding charges i.e. the equivalent of the rental and or license charges that would have become payable in the period from the date of termination to the end of the Minimum Service Period ("the Remainder").

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## 10. Assignment

CTL may but the customer shall not (without the written consent of CTL) assign or delegate or otherwise deal with all or any of its rights and obligations under the Agreement.

## 11. General

(a) The Agreement represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either party, whether oral or written and this agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party thereto.

(b) Failure by either party to exercise or enforce any right conferred to this Agreement shall not be deemed to be a waiver of any such right not operate so as to bar the exercise or enforcement thereof or any right on any later occasion.

(c) By signing the form, the customer thereby agrees to the total exclusion of all its terms and conditions of Business from this agreement.

(d) Any notice, invoice or other document which may be given to CTL under this agreement shall be deemed to have been duly given if left at or sent by post to an address to which notices, invoices or other documents may be sent, or the customer's usual or last known place or abode or business, or if the customer is a limited company, its registered office. CTL's address for the service of any notice under this agreement shall be such address as is shown on the last invoice rendered to the customer or such address as CTL may prescribe for that purpose.

(e) This agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English courts.

(f) Any director or representative of a limited company who signs on behalf of the customer will be deemed an authorised signatory and thereby guarantees the customer's acceptance of its obligations under this agreement.