



TERMS AND CONDITIONS

Services:

1.01 The Airtime Group shall supply you, our customer, with voice and data telecommunications services (Services) and certain equipment specified in the Services Agreement subject to these terms and conditions. The Airtime Group's acceptance under this Agreement is subject to The Airtime Group satisfying itself that it can provide the Services to you by carrying out a site survey, if appropriate. Should The Airtime Group determine in its absolute discretion after a site survey that, for any reason, providing the Services is unacceptable to it, this Agreement or an individual order may be rescinded by The Airtime Group without any liability.

1.02 The Airtime Group shall use all reasonable care and skill of a competent telecommunications service provider to provide you with quality Services in accordance with the Services Agreement. The Airtime Group shall correct any failures in the Services as soon as it is reasonably practical unless the failure is caused by a reason covered in clause **7.02**

1.03 The Airtime Group shall use all reasonable efforts to provide you with the Services by such date as The Airtime Group may advise you. If The Airtime Group does not, you may be entitled to compensation under the Services Agreement unless The Airtime Group fails for a reason covered in clause **7.02**. Such compensation (if any) shall be your sole remedy for The Airtime Group's failure to provide the Services by agreed date

Term:

2.01 The minimum term for all products & Services (including, but not limited to lines, line related services, Non Geographic numbers and related services and landline call charges) is 12 months. The first minimum term will commence on the Start Date where the Start Date is defined as the first day of the month of the first supply of Services. The minimum term after the first minimum term will automatically commence on the first anniversary date of the Start Date, or commence on any subsequent anniversary date of the Start Date. The customer may only terminate the agreement at the end of the first minimum term or at the end of a subsequent minimum term by giving a minimum of 90 days written notice before the end of the first or subsequent minimum term.

2.02 Any change of Services (including, but not limited to, a change in rates) offered during the term of this contract will, on acceptance by the customer, result in a new minimum term for all Services supplied by The Airtime Group with a Start Date of the first day of the month that the new change is applied to the customer Services. A Start Date arising from a change in Services, will supersede any earlier dated Start Date.

2.03 If you give notice that terminates this contract during the minimum term (other than because we have increased our charges or materially changed the conditions of this agreement to your detriment to which you have not agreed), you must pay us all amounts that would have fallen due within the minimum term and cancellation period. This will be calculated by the following, All line rental and fixed charges shall be paid in full for the term of contract or the balance of the contract, followed by 60% of the average call spend calculated over the previous 12 months or a minimum of 6 months. This figure will then be multiplied by the balance of months remaining on the contracted term.

2.04 If you are in breach of clause **4.02, 4.03 or 4.04**, you are deemed to have terminated this contract with effect from the date of the breach.

2.05 The Airtime Group will levy a £25.00 cancellation charge per number for any Non Geographic Number that is cancelled regardless of having completed any minimum term.

2.06 Any outpayment due for any Non Geographic Services must be claimed within three calendar months of termination, migration or supply of the Services or the right to claim this outpayment is forfeited. A claim is deemed to have been made by you to THE AIRTIME GROUP when you supply to THE AIRTIME GROUP an invoice corresponding to any outpayment due (with VAT as appropriate).

2.07 Any notice given under this agreement must be delivered by hand, email or sent by prepaid post to the address at the top of your invoice and shall not become operative until the customer receives, by way of acknowledgement, a cancellation acceptance letter signed by an officer of The Airtime Group on The Airtime Groups headed note paper.

The Airtime Group is entitled to suspend the Services or terminate this Agreement forthwith at any time if:-

2.08 You materially breach this Agreement or any other agreement you have with The Airtime Group (including failure to pay charges, when due); or

2.09 Bankruptcy or insolvency proceedings are brought against you or voluntarily commenced, a receiver is appointed over any of your assets;

2.10 The Airtime Group, in its sole discretion suspects that any fraudulent act is being, or may be, perpetrated in respect of the Services, or you exceed any account limit relating to your expenditure in any period or cancel a direct debit.

2.11 Upon termination or suspension of this Agreement all amounts you owe The Airtime Group for use of the Services shall become due and payable in full on demand and you shall have no right to withhold or set off any sum.

Payment:

3.01 The Airtime Group will prepare and send invoices in respect of all charges under this Agreement. All charges plus VAT will be billed monthly in arrears and are due for payment 14 days from the date of the invoice and you shall pay the charges for the Services whether or not the use of Services is authorised by you.

3.02 If payment is not made when due The Airtime Group may, without prejudice to its other rights, charge interest at the rate of 2% above the base rate from time to time of The Royal Bank of Scotland on any amount you fail to pay by the date when payment was due until the date of actual payment.

3.03 Where payment is due to The Airtime Group by you for the provision of other Services, the amount due to The Airtime Group will be deducted from any outpayment due to you.

3.04 Payment of outpayments shall be made by BACS or by such other alternative method of payment as we may reasonably stipulate from time to time.

3.05 Prior to payment of the first outpayment you shall provide us with evidence of your VAT status and you shall notify us of any change in your VAT status as soon as reasonably practicable in advance of any such change.

3.06 In the event of our Carriers making retrospective amendments to their monthly call revenue payments to us, we shall be entitled to make similar retrospective amendments to the payments made to you. Note the outpayments are set as per our negotiated rates.

3.07 The outpayment due to you, which must be confirmed in writing by an authorised person from The Airtime Group at the point of ordering the Services, shall be calculated by us by reference to our records and not by reference to any records retained by you. We shall be entitled to set off against any outpayment due to you any sums which you owe to us either in respect of outpayment services or any other services which we provide to you.

You Obligations:

You shall ensure that:

4.01 Your telecommunications equipment is in good working order and complies with all applicable standards and approvals so as to enable the provision of the Services; and

4.02 You confirm that all of your voice and data telecommunication services will be supplied by The Airtime Group, except for those Services which you and The Airtime Group agree will not be provided by The Airtime Group.

4.03 You confirm that all of your voice and data telecommunication traffic will be supplied by The Airtime Group, except for such traffic which will be supplied by those Services as set out under clause 4.2 which will not be supplied by The Airtime Group.

4.04 In the event that you and The Airtime Group do not confirm those voice and data telecommunication services which will not be provided by The Airtime Group, you confirm that at least 95% of all your voice and data telecommunication traffic (whether defined by traffic volume and/or value as The Airtime Group deems appropriate) will be supplied by The Airtime Group.



- 4.05** You do not use the Services for any improper or unlawful purposes or in a manner which is offensive or for a purpose which is unlawful, nor allow others to do so; and
- 4.06** You only use and connect phones, ducting, cables, sockets and other equipment approved for use with the telephone network and which comply with all relevant legislation and regulations relating to their use;
- 4.07** You comply with this Agreement and any reasonable instructions The Airtime Group gives you relating to use of the telephone network; and You provide reasonable assistance to The Airtime Group to enable it to provide the Services; and
- 4.08** You obtain access to all appropriate sites for The Airtime Group engineers and other The Airtime Group authorised personnel at mutually agreeable times and you allow removal, installation and maintenance of The Airtime Group equipment requested by The Airtime Group; and
- 4.09** You meet your payment obligations set out in clause 3; and
You pay The Airtime Group at its current published rates for visits required from The Airtime Group where the fault does not lie with The Airtime Group or its equipment or when you damage The Airtime Group equipment; and
- 4.10** You shall indemnify The Airtime Group fully against all losses, liabilities, costs (including legal costs) and expenses which The Airtime Group may incur as a result of any breach of your obligations under this Agreement or misuse of the Services, whether by you or not.

Equipment:

- 5.01** If your telephone system has least cost routing software you may need to have it reprogrammed to access The Airtime Group network.
- 5.02** If your telephone system does not have least cost routing software The Airtime Group may supply, install and connect to your telecommunication systems The Airtime Group access equipment, or arrange Carrier Pre-selection ("CPS") with British Telecom to a carrier of The Airtime Group's choice.
- 5.03** You agree that title in any The Airtime Group access equipment shall at all times remain with The Airtime Group. Whilst The Airtime Group's equipment is on your premises, you shall use all reasonable endeavours to ensure that it is kept safe and secure and is not interfered with by any person. Upon termination of this agreement, you will ensure that The Airtime Group, in accordance with clause 4.08, is allowed prompt access to all relevant premises to remove its equipment.
- 5.04** You shall provide appropriate equipment space, ducting, environment and continuous stable electrical power to install and maintain The Airtime Group equipment at your premises to enable The Airtime Group to repair the equipment if it affects the provision of the Services.

Proprietary Rights, Portability, Allocation and use of Telephone Numbers:

- 6.01** Subject to any statutory or license provisions relating to telephone number portability you shall not acquire any proprietary or other rights whatsoever in any telephone numbers allocated to you as part of the Services and you shall make no attempt to register any such numbers as a trade or Services mark whether on its own or in conjunction with some other words or trading style.
- 6.02** We may upon reasonable notice withdraw the telephone number or numbers allocated to you and change the same in order to comply with any requirements of a competent authority. We shall not be liable for claims arising from your inability for whatever reason to use or continue to use a particular telephone number or numbers.
- 6.03** We are not responsible for the inclusion of your telephone number(s) in any telephone directory and we have no liability for any errors or omissions in any directory listing published by a third party.
- 6.04** You are advised not to incorporate the Preferred Number in any advertising material or directory prior to connection and we shall have no liability for any losses or expenses which you incur by acting in disregard of the above advice.
- 6.05** Number portability is only available at the Services Location and is not available where you change address.

Warranties and Limitation of the Liability of The Airtime Group:

- 7.01** To the extent that all or any part of the Services are faulty, unavailable, or interrupted The Airtime Group will use its reasonable endeavours to provide the Services and your sole and exclusive remedy shall be compensation in accordance with Services Agreement as amended from time to time, The Airtime Group shall not be liable for faults in your telecommunication equipment which result in The Airtime Group being unable to provide the Services.
- 7.02** The Airtime Group shall not be liable for any damages whatsoever to property at your premises resulting from the installation, repair or removal of The Airtime Group equipment or associated wiring carried out by The Airtime Group or by contractors unless such damage is caused by The Airtime Group's or The Airtime Group's contractor's wilful misconduct or negligence;
- 7.03** Save as provided in the Services Agreement and Clause 7.02 above, The Airtime Group has no liability under this Agreement for The Airtime Group's negligence or otherwise. In no circumstances shall The Airtime Group be liable for loss of profits, revenue, business or anticipated savings you expected to make, indirect or consequential loss, or data being harmed or lost, whether in contract, tort or otherwise (including negligence). In the event of a failure in the Services, The Airtime Group shall not be liable if you direct your traffic to another carrier, for any additional costs or losses of doing so.
- 7.04** The Airtime Group shall not be liable for any failure of performance of the Services for reasons beyond The Airtime Group's reasonable control including but not limited to default or failure of a third party (including another telecommunications operator or maintainer), government actions or other events of force majeure.
- 7.05** Save for Clause 7.02 above whereby liability for damage to tangible property shall be limited to £2m, any liability The Airtime Group may have of any sort (including any liability because of The Airtime Group's negligence) shall in no circumstances exceed £100,000 in respect of one event or series of events in any calendar year.
- 7.06** The Airtime Group does not exclude liability in relation to death or personal injury caused by The Airtime Group's negligence.
- 7.07** This clause 7 sets out The Airtime Group's entire liability in relation to this Agreement. All other express or implied terms, conditions or warranties (whether statutory or otherwise) are hereby excluded to the extent permitted by law. The provisions of this Clause 7 shall continue to apply even when this Agreement terminates or expires.
- 7.08** Each part of this Agreement that excludes or limits the liability of The Airtime Group operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply.

Assignment:

- 8.01** You may not assign this agreement or any part of it to anyone else without The Airtime Group's prior written consent. Which should not be unreasonably withheld.
- 8.02** The Airtime Group may assign this Agreement by giving no less than 30 days written notice in writing to the customer.

General:

- 9.01** This agreement shall be governed by English law and disputes will be decided in English Courts.
- 9.02** This Agreement and The Airtime Group Services Agreement set out the whole agreement between you and The Airtime Group for the Services.



9.03 If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforceable

9.04 Any waiver, that The Airtime Group may allow you under this agreement is limited to the specific circumstances in which it was given. It does not affect The Airtime Group's rights under this Agreement in any other way.

Notices:

10.01 The Airtime Group's address for Services of notices is The Company Secretary: The Airtime Group Lyndean House, 30 Albion Place, Maidstone, Kent, ME14 5DZ. Your address for Services shall be at the address you ask The Airtime Group to send bills to. The Airtime Group may by written notice from you, substitute another address which shall then become the notice address.

10.02 Any notice given in connection with this agreement shall be served in writing by registered, recorded delivery or delivered by hand.