

FIBRE TELECOMS UK LTD – NETWORK, LINE RENTAL AND BROADBAND TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Contract the following terms have the definitions shown next to them:
Supplier: Fibre Telecom UK Ltd, 89 Leigh Road, Eastleigh, SO50 9DQ
Registered in England Number 11276097
Subsidiary: means in relation to a company whenever incorporated (a holding company) means a "subsidiary" as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.
Terms: means these terms and conditions.
Equipment: means equipment (including any software) placed by the Supplier at the premises to supply the Service.
Broadband: means ADSL/ADSL 2+ and/or FTTC/FTTP.
Call: means a signal, message or communication that is silent, spoken or visual.
Conditions: these terms and conditions for the Supplier's business service.
Contract: means these Conditions, the Service, and the Service Guarantee. This Contract begins on the date that the Supplier accepts the Customer's request for Service.
Customer: means the person with whom the Supplier contracts to provide the Service.
Customer Equipment: means equipment that is not part of the Providers' network, and which the customer uses or plans to use with the Service.
Minimum Period: means the minimum contract period applying to each of the Services, including Broadband, Line Rentals and/or SIP services, commencing on the date of connection and expiring on the day at the end of the minimum period as set out in the agreement overleaf. Following completion of the Minimum Period, this agreement will be extended by further periods of 12 months and will continue in force until terminated in accordance with the requirements under clause 10.2
Premises: means the place at which the Supplier agrees to provide the Service.
Service: means the facility to make or receive a Call (or both) and any related services listed that the Supplier agrees to provide to the Customer under this Contract.
Service Failure: means the continuous total loss of the facility to make or receive a Call, or of any related service provided to the Customer under this Contract.

2. SUPPLY OF THE SERVICE

2.1 The Service will commence on the date of contract and continue for the minimum term as set out in the Order Form. The Supplier shall provide the Service and Equipment to the Customer subject to these Terms. All services are independently provided and are individually subject to termination charges.
2.2 No variation to these Terms shall be binding unless agreed in writing by the Supplier.
2.3 The Customer shall at its own expense supply the Supplier with all necessary documents and other materials and all necessary data and other information relating to the Service and the Equipment within sufficient time to enable the Supplier to provide the Service and the Equipment in accordance with the contract. The Customer shall ensure the accuracy of all Input Material.
2.4 The Customer shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.
2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
2.6 The Supplier reserves the right to alter the specifications of the Service and/or the Equipment after acceptance by the Customer if the Service has been superseded with a similar or improved product.
2.7 Occasionally, for operational reasons, the Supplier may have to change the codes or the numbers given to the Customer, or interrupt the Service. The Supplier will restore the interrupted Service as quickly as possible.

3. PRICE OF THE SERVICE

3.1 The price of the Service shall be the relevant price at the time the Service is in use as stated in the Network Service Agreement. Calls may be subject to a connection charge and/or rounding of thirty second increments dependent on the tariff provided.
3.2 Any applicable value added tax, import or export duties or other taxes or duties are payable by the Customer in addition.
3.3 Prices may rise in accordance with, but not limited to our BT, Pragma and Gamma wholesale price and the completion of any introductory discount. The after-discount price can be viewed on our website www.fibretelecomsuk.co.uk.
3.3 The Supplier shall be entitled to vary the tariff stated in the Network Service Agreement from time to time by providing not less than one month's notice to its Customers. Such notice to be posted upon the Supplier's website at www.fibretelecomsuk.co.uk
3.4 Included in your package is a discount on service charges for 12 months. This will discontinue on month 13 of service.

4. TERMS OF PAYMENT

4.1 The Supplier will invoice the Customer for sums due at monthly intervals.
4.2 Sums due will become payable in full on the date specified by the invoice. All payments must be made by direct debit.
4.3 The Supplier shall submit invoices to the Customer via e-mail. A relevant email address must be supplied by the Customer.
4.4 If payment in full is not made on the due date the Supplier may:
4.4.1 cancel the Contract;
4.4.2 stop providing the Service, and any other services provided to the Customer by a member of Fibre Telecoms UK Ltd ("Other Services");
4.4.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 2 per cent per month (or part of a month) until payment in full is made;
4.4.4 demand immediate payment of all outstanding sums due;
4.4.5 render the Equipment non-functional until such time as all outstanding invoices and interest are settled in full.
4.4.6 If the Service or Other Services are suspended, the Supplier will tell the Customer what needs to be done before they can be reinstated. However the Customer must continue to pay all charges relating to the Services and Other Services whilst the relevant contracts and agreements continue.
4.5 If the Customer requests that the Supplier change the network telecommunications Supplier used in connection with the Service, the Supplier shall be entitled to be reimbursed by the Customer for all and any reasonable charges, expenses or other costs incurred by the company in this respect.
4.6 Broadband usage will be based upon a predetermined unit of time and or volume of data, together with any charges related to Value Added Services from time to time provided by the Company, in each case at the rates set out or referred to in the Company's published tariffs and or such as may be agreed in writing between the Customer and the Company; Unless stated otherwise, the monthly inclusive transfer is limited to 100Gb. Usage which exceeds the agreed allowance within the specified monthly package will be charged at the Company's standard rates of £1.00 per Gb. All Usage Charges will be invoiced to the Customer monthly in arrears, and must be settled by Direct Debit.

5. DELIVERY OF EQUIPMENT

5.1 Delivery of the Equipment shall be made by the Supplier delivering the Equipment to the agreed location, as detailed in the Network Service Agreement.
5.2 Any dates given for delivery of the Equipment are approximate only and the Supplier shall not be liable for any delay in delivery of the Equipment whatsoever caused. Time for delivery shall not be of the essence. The Equipment may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6. RISK AND PROPERTY

6.1 The Equipment will remain the property of the Supplier.
6.2 The Customer shall keep the Equipment separate from that of the Customer and third parties and properly stored, protected and fully insured and identified as the Supplier's property. The Customer shall if so requested by the Supplier, produce within 7 days, evidence of such insurance to the Supplier.
6.3 The Customer shall deliver up the Equipment to the Supplier on demand and, if the Customer fails to do so immediately, the Supplier may enter any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.
6.4 The Customer may not pledge or in any way charge the Equipment by way of security for any indebtedness of the Customer.
6.5 The Customer shall keep the Equipment in good condition and not alter or modify it in any way.

7. CUSTOMERS OBLIGATIONS

7.1 The Customer agrees that it will:
7.1.1 allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points, access to information and assistance from the Customers employees;
7.1.2 route all calls via Fibre Telecoms UK chosen network for the duration of the agreement, and not in any way whatsoever, cause calls to be made which are not routed over Fibre Telecoms UK preferred network, whether by the use of an auto dialler used to route calls over a different network, or by the use of a manually inputted code, or via cps, or by any other method whatsoever (save in respect of calls to exempt numbers, as notified to the Customer from time to time).
7.1.3 ensure that only attachments approved for connection under the Telecommunications Act 1984 be connected with the Service;
7.1.4 not to use the Service or the Equipment in a manner which constitutes a violation or infringement of the rights of any other party;
7.1.5 maintain the Equipment in good working order and in conformance with the relevant standard or approval for the time being designated under the Act or any other relevant regulations authorities or licences;
7.1.6 obtain and comply with any permission, licence, consent, registration and approval necessary for the use of the Service and/or the Equipment;
7.1.7 indemnify and keep indemnified the Supplier in full against all loss (including loss of profit), liabilities, damages, claims, charges, losses and expenses incurred by the Supplier as a result of any breach of the Customer's obligations under the Contract.

8. WARRANTIES AND LIABILITIES

8.1 The Supplier does not warrant that the Service will never be faulty.
8.2 Subject to the conditions set out below, the Supplier shall pass to the Customer (to the extent that the Supplier is legally entitled to do so) the benefit of any manufacturer's warranty.
8.3 Where a valid claim is made in writing by the Customer in respect of Equipment that is defective or does not meet the specifications detailed in the Network Service Agreement the Supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract but the Supplier shall have no further liability whatsoever.
8.4 Subject as expressly provided in these Terms, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all other warranties, terms or conditions implied by statute or common law arising out of or in connection with the supply of the Equipment or resale of the Equipment by the Customer are excluded to the fullest extent permitted by law. The Supplier's prices are determined on this basis.
8.5 The Supplier's employees or agents are not authorised to make any representations about the Service unless confirmed by the Supplier in writing. In entering into this Contract the Customer acknowledges that it does not rely on, and waives any claim it may have for damages for or right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made).
8.6 The Supplier shall not be liable for any advice or recommendation about the Contract given by the Supplier or its employees or agents to the Customer or its employees or agents that is not confirmed in writing by the Supplier. The Customer acts on such unconfirmed advice or recommendation entirely at the Customer's own risk. The Customer confirms that it has not been induced to enter into this Contract on the basis of any representations of the Supplier that have not been confirmed in writing.
8.7 The Supplier shall have no liability whatsoever:
8.7.1 in respect of any defect arising from fair wear and tear, wilful damage, negligence (including improper storage), improper installation, use or maintenance, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;
8.7.2 if any sum owing by the Customer to the Supplier has not been paid;
8.7.3 if loss is suffered by the Customer because the Equipment fails to perform to its specifications due to the default of the network provider or any other third party.
8.8 Save as otherwise expressly provided in these Conditions, the following provisions set out the Supplier's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of:
8.8.1 any breach of the Supplier's contractual obligations arising under the Contract;
8.8.2 any representation (other than fraudulent misrepresentation) statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
AND THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PROVISIONS OF THIS CLAUSE 8
8.9 Any act or omission on the part of the Supplier or its employees, agents or subcontractors falling within clause 8.8 above is described as an "Event of Default".
8.10 That part of the Supplier's liability to the Customer for death or injury resulting from the Supplier's negligence, or the negligence of the Supplier's employees' agents' or subcontractors that the law does not permit the Supplier to exclude shall be unlimited.
8.11 To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the price paid by the Customer for the Service and Equipment over the three month period preceding the Event of Default.
8.12 Subject to condition 9.9 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts or anticipated savings or any type of special, indirect or consequential loss (including loss of damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.
8.13 The Supplier shall not be held liable for any costs associated with fraudulent calls made via the Service whatsoever caused, and the Customer agrees to take all reasonable steps to ensure that this does not happen. These steps must include, but are not limited to, ensuring that all available security measures are installed/employed within their telephone systems. Non-compliance may result in exclusion of any Anti-Fraud protection offered by the Supplier.
8.14 The Supplier shall not be liable to the Customer, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of the Seller's obligations, if the delay or failure was due to any cause beyond the Seller's reasonable control (including (without limitation) flood, fire, war or threat of war, sabotage, civil disturbance or governmental action, import or export regulations or embargoes.
8.15 The Customer shall fully indemnify the Supplier in respect of loss or damage to the Supplier's property or death of any of the Supplier's employees caused by the negligence or wilful misconduct of the Customer.

9. TERMINATION BY THE SELLER

9.1 The Supplier may terminate this Contract with immediate effect on giving written notice to the Customer:
9.1.1 if the Customer breaches any term of the Contract and fails to rectify the breach within 14 days of being sent written notice by the Supplier requesting rectification;
9.1.2 if the Customer at any time does not have the necessary valid licence to run its telecommunications system;
9.1.3 if the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a limited company) goes into liquidation; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Supplier reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly;
9.2 The Supplier may terminate this Contract at any time by giving not less than 28 days prior written notice to the Customer.

10. TERMINATION BY THE CUSTOMER

10.1 The Customer may terminate this Contract by giving not less than three (3) months' prior written notice to the Supplier - such notice to coincide with the end of the initial minimum period, or any subsequent 12-month renewal period. This notice must be sent to the Supplier's place of business via recorded delivery. For non-renewable Contracts, should the services leave Fibre Telecoms UK further to the minimum term expiring without notice having been provided, or should the notice period not be served, a charge equating to 3 months' average billing revenue will be invoiced to the customer.
10.2 Where the Customer terminates this Contract prior to the expiry of the Agreed Term, the balance of the fees payable for the Service for the remainder of the Agreed Term shall become immediately due, less a discount of 50 per cent which the Supplier shall in its sole discretion give to the Customer, in either case, the Supplier shall invoice the Customer for the appropriate amount, which is to be calculated based on an average charge over the last 3 full months billing to the Customer. Any such charges will be taken by direct debit where applicable.
10.3 The Customer hereby agrees to repay in full, any termination charges paid by the Supplier on behalf of the Customer to a previous Supplier, should the Customer wish to end this Agreement at any time prior to the agreed term.
10.4 If the Customer has been allocated a Non Geographic Number by the Supplier providing inbound call revenue, the Supplier shall in its own discretion upon termination of this Agreement rescind all inbound revenues payable to the Customer.
10.5 There is no "Cooling off" to our contracts

11. GENERAL

11.1 Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice.
11.2 No delay or failure by the Supplier in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing.
11.3 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
11.4 These Terms and the Network Service Agreement overleaf constitute the entire Agreement between the Supplier and the Customer concerning the supply of the Equipment and provision of the Service and replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation).
11.5 The Contract shall be governed by the laws

12. THE SUPPLIER'S GUARANTEE

12.1 The Supplier guarantees:
(a) to provide the Service by the date agreed with the Customer as described in paragraph 2.1;
(b) to set into place a repair to a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to the Supplier.
(c) not to disconnect the Service by mistake.
(d) to keep any appointment the Supplier makes with the Customer under this Contract.
12.2 If Openreach is late in providing the Service or repairing a Service Failure, the Customer may choose Call Diversion as described in paragraph 19.2. This is only available if it is reasonably practicable, as technical restrictions may sometimes prevent this option.

CONDITIONS OF SALE

Order Terms and Conditions

1. Definitions used in this Agreement shall have the same meaning as those set out in the Rental Agreement.

1.1 Fibre Telecom UK Ltd, 89 Leigh Road, Eastleigh, SO50 9DQ
Registered in England No. 11276097

2. The terms of the Rental Agreement provide that it may be transferred or assigned to Fibre Telecoms UK at any time during the Fixed Period and at the absolute discretion of the Hirer. Should this happen Fibre Telecoms UK shall be entitled to enforce the terms of the Rental Agreement as if Fibre Telecoms UK was a signatory to it. In such an event, either Fibre Telecoms UK or the Hirer will give you notice of any variation to the way in which the rentals are to be made.

3. No order for the rental of Equipment which has been accepted by Fibre Telecoms UK may be cancelled by the Customer prior to installation except with the express agreement in writing of Fibre Telecoms UK, and on the terms that the Customer shall indemnify Fibre Telecoms UK for the administration costs accrued in dealing with your order ('the Cancellation Charge'). The Cancellation Charge is calculated as being equivalent to 3 quarterly rentals and this sum shall be immediately due to Fibre Telecoms UK on notice of cancellation being given. It is agreed that this is a fair and reasonable charge in all circumstances.

4. Where the Rental Agreement has been transferred or assigned to Fibre Telecoms UK, Fibre Telecoms UK may at its own discretion accept the Cancellation Charge in settlement of all amounts which may otherwise be due to Fibre Telecoms UK on termination of the Rental Agreement.

5. By signing and dating a copy of this Agreement You represent that you are a Body Corporate and not an individual for the purposes of the Consumer Credit Act 1974 and You agree and accept the terms and conditions set out in this Agreement and in the Rental Agreement.

6. Financial Information

In the event of failure to obtain finance from a third-party finance provider ('Hirer') Fibre Telecoms UK reserves the right to request additional financial information to assist the customer with obtaining finance.

7. There is no trial period or "cooling off" period with any of Fibre Telecoms (UK) Ltd business service contracts. Once this and all relevant documentation is signed the customer may be subject to cancellation charges.

8. Any additional work carried out to support the services we provide shall be subject to further cancellation charges in the event the customer terminates the contract within the given term.

9. Contract pages 1 to 5 covering Network Services, Order Form, Support, Line rental and Broadband and Customer requirements form are independent contracts from any other 3rd party contracts. These contracts will be actioned regardless of the success of any 3rd party contracts.

10. In the event of early termination of contracts, early termination fees will be applied and taken by direct debit where applicable.

11. If there is an introductory multi service credit applied then this will automatically stop at the end of the specified term.

12. If there is an introductory 12 month Network Service discount this will automatically be discontinued from month 13.

13. Other Charges:-

An Annual service charge of £60.00 plus Vat may be payable on each anniversary of the agreement depending on services supplied
You may also have to pay costs of returning the Goods when this Agreement ends (see accompanying Lease Terms).

Certain services provided may be financial credit agreements and Missing Payments Could have severe consequences and may make obtaining Credit more difficult.

ON-SITE WARRANTY AGREEMENT TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Conditions

Supplier: means Fibre Telecom UK Ltd, 89 Leigh Road, Eastleigh, SO50 9DQ
. Registered in England Number 11276097
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Subsidiary: In relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

Customer: means the person named overleaf;

Equipment: means the equipment detailed overleaf and all internal cabling up to the network test termination point or other demarcation point;

Commencement Date: means the date specified overleaf as the commencement date; or in the alternative the Commencement Date will be the Confirmation of Delivery Date (which is the date the installation of the Equipment has been signed off by the Customer)

Agreement Term: means, subject to Clause 9 below and earlier termination in accordance with Clause 10, a period of 7 years from the Commencement Date;

On-Site Warranty Services: means the fault rectification service described in clause 4 below.

Fair Usage: means, 24 or less requests for works in each annual period.

2. SUPPLIER'S UNDERTAKING

2.1 In consideration of the payment by the Customer of the annual service charge in accordance with the terms of clause 3 the Supplier undertakes to provide the On-Site Warranty Services in respect of the Equipment upon the terms and conditions of this On-Site Warranty Agreement.

3. ON-SITE WARRANTY CHARGES

3.1 The annual service charge for the On-Site Warranty Service is payable annually in advance, it is agreed that this may be 3 months in advance to allow for any annual administration to take place. Payment for services provided to the Customer in addition to the On-Site Warranty Services is due on presentation of an invoice by the Supplier.

3.2 The Supplier reserves the right to submit invoices to the Customer via e mail.

3.3 Where payment is outstanding past the due date in respect of any invoice due under this On-Site Warranty Agreement the Supplier may suspend its obligations under this On-Site Warranty Agreement until payment of the overdue amount is made.

3.4 The Supplier may charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 2 per cent per month (or part of a month) until payment in full is made.

4. ON-SITE WARRANTY SERVICES

4.1 On-Site Warranty Services shall comprise

4.1.1 Upon receipt of a request from a Customer the inspection testing and diagnosing (by attendance on site or remotely) by the Supplier or any fault reporting in an item of Equipment; and

4.1.2 The carrying out by the Supplier of such repairs replacement of parts or adjustment as the Supplier shall deem necessary to remedy the said fault.

4.2 On-Site Warranty services will be carried out by duly qualified engineers.

5. TIMES FOR ON-SITE WARRANTY SERVICES

5.1 Unless prevented by circumstances beyond the Supplier's control, the Supplier will rectify faults during the following hours as based on the agreed level of service detailed overleaf: 5.1.1 LEVEL 1: Between the hours of 9.00am and 5.00pm Mondays to Fridays excluding weekends and public holidays.

5.1.2 Deliberately left blank.

5.1.3 LEVEL 3: 24 hours a day including weekends and public holidays

5.2 The Supplier will use its reasonable endeavours to ensure that response times to the Customers notification of a fault are not more than:

5.2.1 8 working hours if the equipment has failed completely; or

5.2.2 16 working hours if the equipment has failed partially.

6. EXCLUSIONS

6.1 The Supplier shall have no obligations or liability whatsoever under this On-Site Warranty Agreement: 6.1.1 in respect of any defect arising from wilful damage, negligence (including improper storage), abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;

6.1.2 if any sum owing by the Customer to the Supplier has not been paid;

6.1.3 if loss is suffered by the Customer because the Equipment fails to perform to its specifications and the failure is caused by faults in the service provided by the network provider;

6.1.4 in respect of any delay in the execution of any repair;

6.1.5 in respect of remedying defects in electricity or network supply to the Equipment; defects caused by failures or surges of electrical power; failure of the Equipment due to changes in the electrical supply service or the public network.

6.1.6 in respect of any defect arising due to circumstances beyond the Suppliers reasonable control including (without limitation) flood, fire, lightning, war, sabotage, civil disturbance or governmental action import regulations or embargoes.

7. LIMITATION OF LIABILITY

7.1 Save as otherwise expressly provided in this On-Site Warranty Agreement, the following provisions set out the Supplier's entire liability (including any liability for the acts and omissions of its employees, agents and subcontractors) to the Customer in respect of: 7.1.1 any breach of the Supplier's contractual obligations arising under the On-Site Warranty Agreement; and 7.1.2 any representation (other than fraudulent misrepresentation) statement or tortious act or omission including negligence arising under or in connection with these conditions.

AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF THIS CLAUSE 7

7.2 Any act or omission on the part of the Supplier or its employees, agents or subcontractors falling within clause 7.1 above is described as an "Event of Default".

7.3 To the extent the law does not permit such liability to be excluded the Supplier's liability to the Customer for death or injury resulting from its own or that of its employees', agents' or sub-contractors' negligence shall not be limited.

7.4 Subject to condition 7.3 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.

7.5 To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to £200,00

8. THE CUSTOMER'S OBLIGATIONS

The Customer agrees that it will:-

8.1 pay the Supplier all amounts due under this On-Site Warranty Agreement at the due times, which will be stated on the invoices issued pursuant to clause 3.

8.2 ensure that the Equipment is not:

8.2.1 moved at any time from the address at which it was originally installed,

8.2.2 altered, adjusted or interfered with in any way except by the Supplier's servants or agents. Alterations include the reprogramming of the Equipment to change network providers for the purpose of least cost routing;

8.3 provide the Supplier with full access to the Equipment during the hours of the agreed service level to enable On-Site Warranty Services to the Equipment to be carried out;

8.4 pay the Supplier's charges for reprogramming the Equipment required as a result of an error by any person other than the Supplier's servants or agents;

8.5 not alter or extend the Equipment without prior notification to the Supplier (an additional charge may, at the Supplier's sole discretion be made for the repair/replacement of altered Equipment);

8.6 provide the Supplier with details of the installer of the Equipment, a copy of its Pre-Connection Inspection Certificate and access to all relevant site records;

8.7 reasonably request works under this contract and agrees where applicable that any usage in excess of Fair Usage, could, at the Suppliers discretion, incur an additional charge pursuant to clause 9.3.

9 ADDITIONAL EQUIPMENT AND ADDITIONAL SERVICES

9.1 If at any time throughout this On-Site Warranty Agreement Term the Supplier agrees to provide the Customer with any additional equipment ("additional equipment") any such equipment will form part of the Equipment for the purposes of this On Site Warranty Agreement and the annual service charge will be amended proportionally by the Supplier.

9.2 The Supplier agrees to provide day to day support in addition to the conditions in clause 4, these can include remote programming changes, advice and training where there isn't any actual Fault Reporting.

9.3 If the Supplier deems the level of support being provided is not proportional to the relative charge pursuant to clause 3 while considering clause 8.7, then the Supplier will apply an appropriate increase to the annual service charge.

9.4 Any increase in the annual service charge pursuant to clause 9 will have supporting evidence for any such increase which can be provided to the Customer when requested.

10 TERM & TERMINATION

10.1 Subject to clause 10.2, this On-Site Warranty Agreement may be terminated: (a) by the Customer during the Agreement Term by giving at least 90 days written notice to the Supplier expiring on an anniversary of the Commencement Date. To validly terminate this On-Site Warranty Agreement in this way the customer must pay the service charges in respect of the remainder of the On-Site Warranty Agreement Term after the date of termination; or

(b) by the Supplier if the Customer is in breach of any provision of this On-Site Warranty Agreement and does not rectify the breach within 14 days of the Supplier's notice of such breach. Upon termination by the Supplier, the Customer must pay the annual service charges in respect of the remainder of the On-Site Warranty Agreement Term after the date of termination

10.2 This On-Site Warranty Agreement shall be automatically extended for a further period of 12 months after the end of the Agreement Term unless the Supplier serves notice to terminate this On-Site Warranty Agreement, such notice to be served at least 90 days before the end of the Agreement Term in accordance with clause 10.3:

10.3 A notice given to a party under this Clause 10 shall be:

(a) sent to the party for the attention of the [Managing Director] at the address specified overleaf; and

(b) sent by recorded delivery.

(c) Or sent by fax or email by the Supplier in the event of a breach of clause 3, but in any event the Supplier will issue a formal notice under 10.3(a) and (b) prior to the actual termination of the Agreement.

11 GENERAL

11.1 The terms of this On-Site Warranty Agreement including the details overleaf, represent the entire agreement between the parties in relation to the On-Site Warranty of the Equipment and no variation shall be binding unless signed by the director of the Supplier.

11.2 The terms of this On-Site Warranty Agreement may be varied by the Supplier if the Supplier deems such variation to be necessary to comply with any statute, regulation or British Standards Institute requirement.

11.3 The annual charge payable under this On-Site Warranty Agreement shall be reviewed annually and may be increased by not more than the rate of inflation determined in accordance with the Retail Prices Index.

11.4 The Supplier reserves the right to make a charge in accordance with its current rates if it is erroneously notified of an Equipment fault on more than two occasions in any calendar month.

11.5 Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.6 No delay or failure by the Supplier in enforcing any provision of this On-Site Warranty Agreement shall constitute a waiver of that provision or any other provision.

No waiver by the Supplier of any breach of the On-Site Warranty Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing.

11.7 If any provision of this On-Site Warranty Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this On-Site Warranty Agreement and the remainder of the provision in question shall not be affected.

11.8 The Supplier may assign its rights and obligations. The Customer may not assign its rights and obligations

11.9 The Supplier may change the Terms of this On-Site Warranty Agreement (including the charges) at any time. The Supplier will publish details of such changes on line on the Supplier's website www.fibretelecomsuk.co.uk at least two weeks before the change is to take effect

11.10 This On-Site Warranty Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

