

TERMS AND CONDITIONS – TELEPHONE SERVICES CONTRACT

BACKGROUND

The parties have agreed that TTL will supply the Service, defined below and that the Customer will pay for and use the Service in accordance with the terms of this Contract.

AGREED TERMS

1. DEFINITIONS

1.1 In this Contract, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means this Contract between TTL and the Customer for the supply of the Service by TTL to the Customer;
"Call Charge"	means the charges payable by the Customer for telephone calls made using the Service;
"Line Rental Charge"	means the periodic rental charges specified in the Particulars;
"Particulars"	means the details of the Customer's order set out in an TTL order form signed on behalf of the Customer and TTL;
"Service"	means the telephony service specified in the Particulars.
"TTL"	means Talk Telecom Limited any of our Affiliates.
"SIP"	means Session Initiation Protocol.
"VoIP"	means voice over internet Protocol
"Time"	means a period of time

1.2 Clause headings shall not affect the interpretation of this Contract;

1.3 Words in the singular include the plural and vice versa. A reference to one gender shall include a reference to the other genders.

1.4 References to clauses are to clauses in this Contract.

2. COMMENCEMENT

2.1 TTL will be bound contractually to supply and provide the Service only when this Contract and the Particulars have been signed by both the Customer and TTL.

2.2 TTL will supply and provide the Service subject to the terms of this Contract. No additions or modifications to this Contract or to the Particulars shall be effective unless accepted by TTL in writing.

3. CUSTOMER ACKNOWLEDGEMENTS

3.1 The Customer acknowledges that:

- 3.1.1 the Customer is liable for all Line Rental Charges and Call Charges howsoever arising under this Contract including call charges incurred as a result of fraudulent use of this Service.
- 3.1.2 whilst TTL will take reasonable steps to protect the confidentiality of transmissions via the Service, TTL does not warrant that transmissions made via the Service are confidential.
- 3.1.3 any telephone number allocated by TTL to the Customer under this Contract is licensed to the Customer for the duration of this Contract and for the purpose of using the Service only.

4. TIME

4.1 Any periods or times stated for delivery or for compliance with any contractual obligations by TTL in the Particulars or otherwise are estimates only and TTL accepts no responsibility for loss or damage resulting from delay or any failure to notify the Customer of any delay.

5. PAYMENT

5.1 The Customer will pay to TTL in each case within fourteen (14) days of the date of invoice:

- 5.1.1 the Line Rental Charges for each month of this Contract;
- 5.1.2 all Call Charges for each month of this Contract;
- 5.1.3 any additional charges at TTL's standard rates from time to time in force in respect of any additional services which TTL may from time to time provide at the request of the Customer.

5.2 Subject to clause 5.4 the Line Rental Charges are payable by the Customer monthly in advance within fourteen (14) days of the date of invoice.

5.3 Subject to clause 5.4 the Call Charges are payable by the Customer monthly in arrears within fourteen (14) days of the date of invoice.

5.4 TTL shall be entitled from time to time to amend the billing periods and the invoice dates applicable to any charges referred to in clause 5.1.

5.5 Any sums payable by the Customer will if unpaid for more than seven (7) days after the date for payment bear interest at the rate of four (4) per cent above the base rate of Barclays Bank PLC from the date payment was due until the date of payment (whether before or after judgment).

5.6 The Customer will pay the charges referred to in clause 5.1 and any other amounts due to TTL by direct debit or such other method of payment as TTL may specify.

5.7 TTL will only consider invoice queries from the Customer if they are made in writing within three (3) months of the date of invoice.

5.8 Unless otherwise stated in writing the amount of any charge quoted is exclusive of VAT which is payable by the Customer in addition at the appropriate rate.

5.9 Monthly invoices are to be paid by direct debit. You will be charged £5.00 + VAT administration fee for any monthly payments tendered by other means. Any unpaid invoice will incur a £10.00 late payment administration charge that will be included on your next monthly bill.

6. DURATION OF CONTRACT

6.1 This Contract shall commence on the date of acceptance by TTL and unless terminated in accordance with clause 12 shall continue for the period stated in the Particulars (the "Initial Period") and shall continue until terminated by either party giving to the other party not less than ninety (90) days written notice to expire at any time after the expiry of the "Initial Period".

7. WARRANTIES

7.1 TTL warrants that the service will be provided using reasonable care and skill.

7.2 TTL does not warrant that the Service will meet the Customer's needs, or that the Service will be free from any interruption, delay, incident or error.

7.3 Any performance figures quoted or referred to in any document used in concluding the Contract are estimates only.

8. LIABILITY

8.1 This clause 8 sets out the entire financial liability of TTL (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- 8.1.1 any breach of this Contract;
- 8.1.2 any use made by the Customer of the Service;
- 8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

8.2 Except as expressly and specifically provided in this Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

8.3 Nothing in this Contract excludes the liability of TTL:

- 8.3.1 for death or personal injury caused by TTL's negligence; or
- 8.3.2 for fraud or fraudulent misrepresentation; or
- 8.3.3 under the Consumer Protection Act 1987 (but to the extent only TTL is prohibited by law from seeking to restrict or exclude its liability); or
- 8.3.4 for breach of the obligations arising under Section twelve (12) of the Sale of Goods Act 1979 (as amended from time to time).

8.4 TTL will be responsible for physical damage to or loss of the property of the Customer which results from the negligence or wilful misconduct of TTL employees provided that TTL's total liability shall not exceed £2,000 in respect of any one event or series of connected events and provided also that TTL is notified of any alleged damage or loss within seven (7) days of the date on which the damage or loss occurred.

8.5 Except as set out in clause 8 TTL shall have no liability for damage to or loss of the property of the Customer however caused.

8.6 Subject to clauses 8.3, 8.4 and 8.5:

- 8.6.1 TTL shall not be liable for any loss of profits, loss of business, loss of use, loss of operating time, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and
- 8.6.2 TTL's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited an amount equal to the charges paid for the Service during the twelve (12) months preceding the date on which the claim arose or £2,000 (two thousand pounds) (whichever is the lesser).

- 9. USE OF THE SERVICE**
The Customer shall:
- 9.1.1 not use, or allow others to use, the Service for any improper, immoral or unlawful purpose;
 - 9.1.2 not use, or allow others to use, the Service for the purpose of causing annoyance, inconvenience or needless anxiety to any person;
 - 9.1.3 comply with all instructions issued by TTL in relation to use of the Service;
 - 9.1.4 not by any act or omission, cause the quality of the Service to be impaired.
- 10. SUSPENSION/DISCONNECTION**
- 10.1 TTL may from time to time and without notice, suspend the services and (at TTL's discretion) disconnect the Customer telephone number from the Service in either of the following circumstances:
- 10.1.1 during the period of any technical failure, repair, expansion, maintenance improvement or notification of the services; or
 - 10.1.2 If the customer commits a breach of any terms of this Contract (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything which in TTL's reasonable opinion may have the effect of jeopardising the quality of the services.
- 10.2 The customer will remain liable to pay all charges due under this or any other Contract notwithstanding any suspension or disconnection under clause 10.1.2 above
- 11. FORCE MAJEURE**
- 11.1 TTL shall have no liability to the Customer if the Service is interrupted or disrupted or if TTL is prevented from or delayed in performing its obligations under this Contract or from carrying out its reasonable business by any acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of TTL or any other party) failure of a utility, commotion, malicious damage, compliance with any law or breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12. TERMINATION**
- 12.1 Without prejudice to any other rights or remedies it may have, TTL may terminate this Contract immediately without liability by written notice to the Customer if:
- 12.1.1 the Customer fails to pay any charges payable under this Contract within seven (7) days of the due date for payment;
 - 12.1.2 the Customer commits a material breach of any of this Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of being requested to do so in writing; or
 - 12.1.3 the Customer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986); or
 - 12.1.4 an encumbrance takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Customer; or
 - 12.1.5 the Customer ceases, or threatens to cease, to carry on business; or
 - 12.1.6 TTL reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 12.2 Upon termination of this Contract TTL shall cease immediately to provide the Service and the Customer shall pay all charges outstanding at the date of termination. In addition (and without prejudice to any other rights or remedies of TTL) the Customer shall pay to TTL the Line Rental Charge which would have become due had the Contract continued for the period specified in the Particulars. Any equipment provided at zero (£0.00) charge/no cost to the customer for use whilst in contract must be returned to TTL when the contract has been terminated. The equipment must be returned to TTL within 7 days from the date of disconnection of the service from TTL. The equipment must be returned in good working order, or the customer accepts that they will be charged for the repair, or replacement of broken or missing equipment. The customer accepts that it is their responsibility to pay for the courier charges for return of the equipment to Talk Telecom's head office.
- 12.3 The customer agrees to pay any charges for disconnecting the service(s) from TTL and the Customer agrees that these charges will continue to apply after the minimum term specified in the particulars has been served, plus the contractual 90 days termination notice period.
- 13. ASSIGNMENT**
- 13.1 This Contract is personal to the Customer and may not be assigned without the prior written consent of TTL.
- 14. DATA PROTECTION**
- 14.1 The information the Customer provides will be used by TTL to supply the Services and will not be otherwise disclosed without the Customer's prior written permission, except as set out in Clause below, or if required by law.
- 14.2 TTL does not share Customer information with other organisations for marketing purposes, however TTL may invite the Customer to take part in market research and inform the Customer of other goods and services provided by TTL which may be of interest unless the Customer informs TTL that they do not wish to receive this information.
- 14.4 The Customer has the right to ask for a copy of the data held about them by making application in writing to the Customer Services Manager at TTL's registered office address. Any information held by Talk Telecom will be provided to the customer, 30 days from when the written application request was received.
- 14.5 The Customer agrees that TTL may disclose any information in connection with the Customer's accounts to anyone who correctly quotes their password or who has satisfied TTL that they are the Customer or the Customer's authorised contact.
- 14.6 The customer accepts that by signing this Agreement they explicitly provide consent to Talk Telecom Ltd and any of Talk Telecom LTD's suppliers to retain the customers data, solely for the purposes of fulfilling and delivering the services of the contract, including but not limited to;
- 14.5.1 electronic emails, received and sent
 - 14.5.1 customer contact details, including email addresses and telephone numbers
 - 14.5.1 contracts and or any documents and customer information which pertains to the services supplied to the customer by Talk Telecom
 - 14.5.1 sms, short message service, texts and call recordings
- 14.7 TTL will comply with all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. Without prejudice to the generality of the previous sentence, TTL will ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer personal data and against accidental loss or destruction of, or damage to, Customer personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures
- 15. VARIATIONS**
- 15.1 International pence per minute (PPM) rates are subject to change depending on the interconnect rates set by the country's specific carrier; this especially applies to international mobile rates.
- 15.2 Excluding clause 14.1, TTL may adjust all or any of its charges on giving the Customer at least seven (7) days prior written notice provided that the Customer may within seven (7) days of receiving any such written notice terminate this Contract by written notice to TTL.
- 15.3 TTL may at any time or from time to time make reasonable changes to this Contract and/or the Service. TTL shall notify the Customer in writing of any proposed changes, which shall take effect thirty (30) days after notification to the Customer.
- 16. EMERGENCY CALLS**
- 16.1 The Service supports 999 public emergency call services and such calls will be routed to the national emergency call handling agents.
- 16.2 You must ensure that all information you provide to us is materially accurate and update us promptly in the event that any such information changes so as to ensure the accuracy of the Carrier Emergency Services Database. You acknowledge that we may not be able to convey Calls where accurate information is not provided in accordance with this clause
- 16.3 You acknowledge and agree that
- 16.3.1 Your Equipment requires mains power to make Emergency Calls;
 - 16.3.2 You are required to confirm/provide your location when making an Emergency Call to enable the correct Emergency Organisation to respond; and
 - 16.3.3 an Emergency Call made by VOIP may not receive the same network priority as an Emergency Call made on a mobile network or on a circuit-switched fixed line.
- 17. INDEMNITY**
- 17.1 The Customer shall indemnify and hold harmless TTL from and against any and all actions, claims, proceedings, losses, damages, expenses and costs (including without limitation court costs and legal fees) arising out of or in connection with the Customer's use of the Service.
- 18. FRAUD AND SECURITY**
- 18.1 The Customer shall ensure that user names and passwords used by it and/or its personnel and/or users in connection with the Services are kept secure and confidential at all times and are only used by authorised users. The Customer shall inform the Company immediately if the Customer knows or suspects that a user name or password has been disclosed to an unauthorised user, or is being used in an unauthorised way, or if there is any illegal, fraudulent or unauthorised use of the Services or Equipment. The Customer will not change or attempt to change a user name without the Company's written consent.
- 18.2 The Company reserves the right (at the Company's sole discretion):
- 18.2.1 to suspend access to the Services by one or more user names if at any time the Company thinks that there has been or is likely to be a breach of security (including a breach of the Customer's obligations under this condition 18); and
 - 18.2.2 to ask the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer's uses in connection with the Services.
- 18.3 The Customer will inform the Company immediately of any subsequent changes to the information the Customer supplies to the Company in connection with the Contract.
- 18.4 The Customer accepts and acknowledges that the Services are not guaranteed to be secure and the Company does not guarantee the prevention or detection of any unauthorised attempts to access the Services.
- 18.5 The Customer acknowledges that the Company has no control of a Customer's PABX/switch configuration, voice mail security or other feature services enabled.

- 18.6 The Company shall not be responsible for call charges or other charges resulting from fraudulent and/or unauthorised use of the Equipment and/or Services or any use of the Equipment and/or Services by any unauthorised third parties (who are not employees of the Company) and the Customer agrees to pay all additional charges related to such fraudulent and/or use by unauthorised third parties. The Customer is therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.
- 18.7 Any assistance given by the Company in relation to fraudulent and/or authorised use by the Customer or third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by the Company for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond the Company's reasonable control (save for any fraud and/or authorised use by an employee of the Company acting in that capacity).
- 18.8 The Customer shall, at all times, be responsible for:-
- 18.8.1 preventing unauthorised use of the Equipment and/or Services;
 - 18.8.2 maintaining the security of all systems, Services, network elements and Equipment within its (or its employees', agents' or contractors') control; and
 - 18.8.3 maintaining (and ensuring that each of its authorised users maintains) at all times, the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing of using the Services or any systems, network elements or Equipment.
- 18.9 Without limitation, the Customer shall put in place and comply at all times with the following security measures:-
- 18.9.1 the Customer shall ensure that the password used in connection with the Equipment and/or Services is strong and is made up of not less than eight characters which shall include at least one number, one letter and one alphanumerical symbol;
 - 18.9.2 the Customer shall regularly and at least every 6 (six) weeks change the password set out at condition 18.9.1 above;
 - 18.9.3 the Customer shall restrict access to passwords to key individuals;
 - 18.9.4 the Customer shall ensure that it has up to date anti-virus protections and that it has firewalls in place which are maintained by the Customer in accordance with best industry practices; and
 - 18.9.5 the Customer shall, without delay, follow any security directions given to it by the Company from time to time
- 19. NEW TELEPHONE LINE INSTALLATIONS & TELEPHONE LINE TRANSFERS**
- 19.1 The customer accepts that new telephone line installations can be delayed, which include, but not restricted to, analogue lines, ISDN 2e & ISDN 30e installation.
- 19.2 If an engineer is unable to gain access on the day of the installation, the customer accepts and agrees to pay any no access, or abortive installation charges.
- 19.3 If a new telephone line installation, or telephone line transfer of an existing line is cancelled by the customer, or rejected by the losing provider, the customer accepts and agrees to pay a cancellation or rejected order charge.
- 19.4 If after placing an order the customer requests a different date for the telephone line installation or telephone line transfer, the customer accepts that an administration charge may be levied by TTL to the customer.
- 19.5 The customer accepts that TTL shall not be liable for any loss of profits, loss of business, loss of use, loss of operating time, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising.
- 20. TELEPHONE LINE & TELEPHONE SYSTEM FAULTS**
- 20.1 TTL shall not be liable for any loss of profits, loss of business, loss of use, loss of operating time, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising from any company or anyone who is not an employee of TTL, including, but not limited to:
- 20.1.1 subcontractor(s)
 - 20.1.2 agent(s)
 - 20.1.3 representative(s)
- 20.2 The customer agrees to complete all onsite checks requested by Talk Telecom before an engineer visit can be arranged. If an engineer visit is arranged and the engineer is unable to gain access to customer's premises, the customer agrees to pay TTL a no access or abortive installation charge.
- 20.3 If the engineer identifies the fault be with the customers own equipment, infrastructure, cabling or devices, the customer agrees to pay Talk Telecom a call-out charge and time related engineering charges for the time that the engineer is at the customer premises.
- 20.4 If once an engineer visit has been scheduled and accepted by the customer, if the customer wishes to change the time of the engineer visit, the customer accepts that TTL will levy an administration charge for moving the time, or day of the appointment.
- 21. SUB CONTRACTORS**
- 21.1 TTL uses the services of subcontractor(s), agent(s) and representative(s) who are not directly an employee of TTL and this clause 21 sets the entire financial liability to the customer.
- 21.2 TTL employs subcontractor(s), agent(s) and, or representative(s):
- 21.2.1 to perform new telephone installations
 - 21.2.2 to perform Ethernet cabling
 - 21.2.3 to perform electrical and telephone wiring
 - 21.2.4 to perform broadband installations.
 - 21.2.5 to perform support and maintenance
- 21.3 The customer accepts and acknowledges that the TTL subcontractor(s), agent(s) and, or representative(s) are insured for public liability and negligence and that the insurance is in date and that the insurance satisfies in its entirety the customer's obligations to the company and it's, employees. The customer agrees to make the necessary checks prior to allowing the subcontractor(s), agent(s) or representative(s) onto the company's premises and before permitting any work to start.
- 21.4 The customer acknowledges and accepts that TTL has no financial liability however arising for public liability, and, or negligence claims on behalf, or for the subcontractor(s), agent(s) or their representative(s).
- 21.5 TTL shall not be liable for any loss of profits, loss of business, loss of use, loss of operating time, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising from any company or anyone who is not an employee of TTL, including, but not limited to:
- 21.5.1 subcontractor(s)
 - 21.5.2 agent(s)
 - 21.5.3 representative(s)
- 22. INTELLECTUAL PROPERTY**
- 22.1 The Customer acknowledges that all intellectual property rights in the Service are owned by TTL or its licensors and that nothing in this Contract shall operate as an assignment or license to the Customer of any such intellectual property rights.
- 23. FREE CALL ALLOWANCE**
- 23.1 If a free call allowance is provided to the customer by TTTL, the customer accepts that this is subject to fair use policy which may be withdrawn if:
- 23.2 any part of this Contract is materially breached which includes failure to comply with Clause 5 PAYMENT.
- 23.3 The free call allowance is subject to a fair usage policy and is set at a maximum 4,000 free minutes in total to call UK local and national numbers starting with the prefix 01, 02 and 03, and UK mobile phones starting with the 07 prefix. The customer accepts that failure to pay for the service at the agreed rate as specified on the front of this Contract will result in the immediate removal of the free call allowance. The customer accepts that if the free call allowance is removed; all call charges will become chargeable in accordance with Talk Telecom's standard tariff.
- 23.4 The free call allowance only applies to calls made within the UK to UK National and Local calls starting with the prefix 01, 02, 03 and UK mobiles starting with 07.
- 23.5 The customer accepts that the free call allowance can be withdrawn by Talk Telecom at its absolute discretion and without notice
- 24. VOICE OVER INTERNET PROTOCOL ("VOIP") FIXED NETWORK SERVICES**
- 24.1 Whilst the Company will use its reasonable endeavours to provide any VOIP Fixed Network Services set out on an Order Form signed by the Company, the Company shall have no liability for the standard of quality or performance of the VOIP Fixed Network Services and the Company draws the following features of the VOIP Fixed Network Services to the Customer's attention:
- (a) the VOIP service may not offer all the features, quality or resilience the Customer may expect from a conventional phone line; and
 - (b) the VOIP service may sometimes be limited, unavailable or disrupted due to events beyond the Company's control e.g. power disruptions, failures or the quality of any connection;
 - (c) wherever possible, alternative arrangements should be made by the Customer and a traditional telephone line maintained;
 - (d) the quality of a call made via VOIP is more akin to that experienced when making a call from a mobile network service to another mobile network service and this means that it is typically less than the quality experienced on a traditional land line;
 - (e) if the Customer uses the VOIP service to make Emergency Calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;
 - (f) Emergency Calls made using the VOIP service may fail if there is a power failure or connection failure;
 - (g) the ability for the Customer to make Emergency Calls cannot be guaranteed;
 - (h) a VoIP originated Emergency Call will not receive the same network priority at all points on the network as that which an Emergency Call made on a mobile network or on a circuitswitched fixed line will receive.
- 24.2 The Customer shall not use the bandwidth allocated to the VOIP service for any other purpose other than making and receiving VOIP calls. Should this prohibition not be complied with it is likely that the quality and availability of the VOIP services shall be materially reduced.

25. PUBLISHING OF CUSTOMER DETAILS

25.1 Unless the Customer requests it of TTL, TTL will not publish the Customer's name address and the telephone number for the Fixed Network Service in the relevant phone book serving the Customer's area and the Company will not make the said telephone number available from a directory enquiries service.

25.2 If the Customer requests a Special Entry to be placed in the relevant phone book issued by the Carrier it must inform the Company at the earliest available opportunity. The Company agrees to use its reasonable endeavours to register a Special Entry upon receipt of such request and upon receipt of: (i) any additional charge which may be levied by the Company for such registration and (ii) signature by the Company of any separate Contract which may be required in respect of that registration.

26. NUMBER PORTS

26.1 The Customer authorises TTL to port the customer's telephone number(s) to TTL's telephone system for use in conjunction with TTL's services.

26.2 The Customer confirms that they are authorised to transfer the Customer number(s) and shall indemnify and hold harmless TTL from and against any and all actions, claims, proceedings, losses, damages, expenses and costs (including without limitation court costs and legal fees) arising out of or in connection with the number(s) port(s).

26.3 The Customer confirms that the postal address and postcode provided by the Customer which is required by OFCOM for the number(s) port exactly matches the data held by either BT Openreach, or the telephone number range holder. The Customer accepts that if the number(s) port request is rejected by BT Openreach or the range holder of the number(s) because the information provided by the Customer does not match the information held by BT Openreach or the losing telephone number range holder, the Customer agrees to pay for any port rejection charges. For the avoidance of doubt, a port request can be rejected multiple times and each port rejection will result in a charge to the Customer, which the Customer accepts and agrees to.

26.4 The customer agrees to pay a reasonable porting administration charge to port a number(s) either from or to Talk Telecom. The porting administration charge will apply to each number ported either to or away from Talk Telecom.

27. GENERAL

27.1 The Contract (and any non-contractual matters arising out of or in connection with it) shall be governed by and construed in all respects in accordance with English law and the Customer hereby submits for all purposes of and in connection with the Contract to the exclusive jurisdiction of the English Courts (including in relation to non-contractual disputes).

27.2 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else and no third party shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

27.3 Any notice, invoice or other document which may be given by either party under the Contract shall be in writing (except as provided otherwise) sent for the attention of the relevant person, and to the address or fax number, given on the Order Form (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or if earlier upon receipt and not within Normal Working Hours, at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted. E-mail shall not be a valid method of serving notices under this Contract.

27.4 Any director or representative of the Customer who signs on behalf of the Customer will be deemed an authorised signatory and thereby the Company shall be entitled to rely on such signatory as binding the Customer to the obligations in this Contract in all respects.

27.5 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

27.6 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the consent of the Customer however, the Customer shall, if the Company requires, execute such deeds and/or documents as may be necessary or required by the Company to give effect to any such dealing in such rights and/or obligations.

27.7 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

27.8 The Company and the Customer agree that the Employment Regulations will not apply to transfer the employment or engagement of any Employee to the Company in connection with the Contract or the termination or expiry of all or part of any Contract between the Customer and a Contractor or any other provision of the Services.

27.9 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

27.10 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision will apply with whatever minimum modification is necessary to make it valid, enforceable and legal whilst still giving effect to the commercial intention of the parties.

27.11 Save where the context otherwise requires, in these Conditions a reference to a "person" shall include a company, body corporate, unincorporated association, state, governmental or statutory body or authority, and/or a partnership, as well as a natural person (as appropriate).

27.12 Except with the prior written consent of the other party, neither party shall:

- (a) make any public statement about the Equipment and/or Services or otherwise publicise the Contract or any information relating to it; or
- (b) use any trademarks or identifying logos owned or licensed to any member of the other party in any manner.

27.13 Nothing in the Contract is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party as its partner or joint venture. Except, and to the extent, that the Contract expressly states otherwise, no party may incur any expenses or negotiate on behalf of any other party or commit any other party in any way to any person without that other party's prior written consent.

27.14 Each party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of the Contract.

27.15 The Contract constitutes the entire Contract between the parties and supersedes any prior Contract or arrangement in respect of its subject matter. Neither party has entered into the Contract in reliance upon and nor shall they have any remedy in respect of, any representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract.

27.16 The Contract may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.