

NETWORK LINE RENTAL AGREEMENT TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Contract the following terms have the definitions shown next to them:
"Tetnet Communication Services LLP": Means Tetnet Communication Services LLP, trading as Tetnet Communication Services LLP, a Limited Liability Partnership incorporated and registered in England and Wales with company number OC375367 whose registered office is at Castle Malwood, Minstead, Lyndhurst, SO43 7PE.
"Equipment" equipment (including any software) placed Tetnet Communication Services LLP at the premises to supply the Service.
"Call" a signal, message or communication that is silent, spoken or visual.
"Conditions" these terms and conditions for Tetnet Communication Services business service.
"Contract" these Conditions, the Service Guarantee. This Contract begins on the date that Tetnet Communication Services accepts the Customer's request for Service.
"Customer" the person with whom Tetnet Communication Services LLP contracts to provide the Service.
"Customer Equipment" equipment that is not part of BT's network and which the customer uses or plans to use with the Service.
"Minimum Period" the first 12 months of the Service, (or any other period as highlighted within this Agreement).
"Premises" the place at which Tetnet Communication Services agrees to provide the Service.
"Service" the facility to make or receive a Call (or both) and any related services listed that Tetnet Communication Services LLP agrees to provide to the Customer under this Contract.
"Service Failure" 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. PROVIDING THE SERVICE

2.1 The Service will be provided by Tetnet Communication Services LLP by the date agreed with the Customer. At times Tetnet Communication Services LLP will agree the date following a survey of the Premises by BT.
2.2 Occasionally, for operational reasons, BT may have to change the codes or the numbers given to the Customer, or interrupt the Service. BT will restore the interrupted Service as quickly as possible.
2.3 The Customer accepts that occasionally BT will provide instructions regarding the Service. The Customer must follow these instructions.
2.4 Tetnet Communication Services LLP may take instruction from a person who it thinks, with good reason, is acting with the Customer's permission.

3. PHONE BOOK AND DIRECTORY ENTRIES

3.1 Within the Service, a telephone number is provided. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from BT's Directory Enquiries Service unless the Customer requests otherwise.
3.2 BT may agree to a special entry in the BT Phone Books at an additional charge.
3.3 The Customer does not own any number nor has any right to sell or to agree to transfer any number provided to it by Tetnet Communication Services LLP and BT.

4. MANAGING THE SERVICE

4.1 Where a fault is reported by the customer in the Service, Tetnet Communication Services LLP will respond in line with the level of repair service the Customer has chosen.
4.2 If Tetnet Communication Services LLP or BT agrees to work outside the hours covered by the repair the Customer has chosen, the Customer must pay Tetnet Communication Services LLP's additional charges for doing so.
4.3 If the Customer reports a fault and Tetnet Communication Services LLP finds that there is none, or that the Customer has caused the fault, Tetnet Communication Services LLP may charge the Customer for any work undertaken to discern the reported fault.

5. MONITORING CALLS

5.1 Calls relating to customer services and telemarketing are monitored and recorded by Tetnet Communication Services LLP. This is done for training purposes and to improve the quality of its customer services.

6. ACCESS TO AND PREPARING THE PREMISES

6.1 The Customer agrees to prepare its Premises according to any instructions either Tetnet Communication Services LLP or BT may give, and provide BT with reasonable access to the Premises.
6.2 When BT's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.
6.3 If Tetnet Communication Services LLP or BT need to cross other people's land, or put BT equipment on their property, (for example a neighbour or landlord), the Customer agrees to obtain their permission.
6.4 Tetnet Communication Services LLP and BT will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Tetnet Communication Services LLP and BT.
6.5 The Customer agrees to provide, at its expense, a suitable place and conditions for BT Equipment and where required a continuous mains electricity supply and connection points.
6.6 The Customer agrees to look after any BT Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT or anyone acting on BT's behalf.

7. CUSTOMER EQUIPMENT

7.1 Where the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must get BT's permission.
7.2 Any Customer Equipment must be:
(a) technically compatible with the Service and not harm BT's network or another customer's equipment;
(b) connected and used in line with any relevant instructions, standards or laws.

8. MISUSING THE SERVICE

8.1 It is absolutely prohibited for anyone to use the Service:
(a) fraudulently or in connection with a criminal offence; or
(a) to make offensive, indecent, menacing, nuisance or hoax Calls
The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Tetnet Communication Services LLP can take if this happens is explained in paragraph 11. If a claim is made against Tetnet Communication Services LLP because the Service is misused in this way, the Customer must reimburse Tetnet Communication Services LLP in respect of any sums Tetnet Communication Services LLP is obliged to pay.

9. CHARGES AND DEPOSITS

9.1 All charges for the Service as shown on the front of this Agreement, (or as otherwise agreed), and calculated using the details recorded by Tetnet Communication Services LLP, are to be paid by the Customer as agreed.
9.2 Unless paragraph 9.4 applies, rental charges will normally be invoiced quarterly in advance, and call charges will normally be invoiced monthly in arrears.
9.3 Tetnet Communication Services LLP will send its first invoice shortly after providing the Service, and then at regular intervals, usually every three months. Sometimes Tetnet Communication Services LLP may send the Customer an invoice at a different time.
9.4 If the Customer orders a temporary Service, Tetnet Communication Services LLP may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
9.5 Tetnet Communication Services LLP will send invoices for the Service to the address requested by the Customer. The Customer may also view its invoices on line at: www.tetcom.co.uk
9.6 The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of Tetnet Communication Services LLP's invoice.

10. CANCELLING OR TERMINATING THIS CONTRACT

10.1 The customer is aware that upon signing this contract, Tetnet Communication Services LLP will process the transfer for the lines immediately, the customer is also aware that there is no cooling off period. (Please note this only applies to companies with more than 10 employees).
10.2 The customer is aware that once the transfer is complete, the contract term agreed overleaf now forms a legally binding contract between the customer and the supplier. The customer may

terminate this contract any time after completion but will be subject to the early termination charge 'clause' 10.3.

10.3

This Contract can be ended by:

- (a) The Customer upon 90 days written notice to Tetnet Communication Services LLP further to the Minimum Term expiring; or
(b) Tetnet Communication Services LLP on one month's written notice to the Customer.
If this contract ends during the Minimum Period of 12 months the Customer must pay Tetnet Communication Services LLP the early termination charge, which will equal the remainder of rentals payable for the Minimum Period including the Termination period. Should an extended Term have been agreed, the Customer will be charged 40% of all line rentals further to the Minimum Period, up to and until the agreed Term. This is not the case if the Customer does so because Tetnet Communication Services LLP increases its charges, or changes the Conditions in either case to the Customer's significant disadvantage.

10.5

This Network Line Rental Agreement shall be automatically extended for a further period of 12 months after the end of the agreement term unless the customer serves notice to terminate this Network Line Rental Agreement, such notice to be served at least 90 days before the end of the agreement term.

A notice given to a party under this clause 10.5 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.

11.

IF THE CUSTOMER BREAKS THIS CONTRACT

11.1 Where one of the following applies, Tetnet Communication Services LLP can suspend the Service or end this Contract (or both) at any time without notice:

- (a) Tetnet Communication Services LLP reasonably believes that the Service is being used in a way forbidden by paragraph 8.1. This applies even if the Customer does not know that the Service is being used in such a way.
(b) the Customer breaches this Contract or any other Agreement the Customer has with Tetnet Communication Services LLP and fails to put right the breach within a reasonable time of being asked to do so.
(c) bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a Court on time, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.

11.2

If the Customer does not pay a bill, Tetnet Communication Services LLP will generally not suspend the Service or end the Contract until 28 days after the payment was due (14 days if the Customer pays monthly).

However, sometimes Tetnet Communication Services LLP may take this action after only 7 days should it have been necessary to enforce this suspension/cancellation previously.

3.

If the Service is suspended, Tetnet Communication Services LLP will tell the Customer what needs to be done before it can be re-instated. However the Customer must continue to pay rental charges whilst this Contract continues.

4.

If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

12.

LIMITS OF LIABILITY

12.1

Tetnet Communication Services LLP do not and are unable to warrant that the Service will never be faulty. 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.

12.2

The Customer agrees that it shall be solely liable for and, if so required, indemnify the Company for any costs of or occasioned by any interference with and/or usurpation of and/or unauthorised access to the Telephone Numbers and Lines Service by any third party whether such interference or usurpation is a part of a fraud, attempted fraud or any course of action with fraudulent intent or otherwise. The Customer further agrees that it will pay any sum demanded in writing by the Company under this clause forthwith to the Company.

12.2

13.

MATTERS BEYOND Tetnet Communication Services REASONABLE CONTROL

13.1

Sometimes Tetnet Communication Services LLP may be unable to do what it has agreed because of something beyond its reasonable control.

13.2

If this happens, Tetnet Communication Services LLP is not liable to the Customer. However, Tetnet Communication Services LLP will try to provide Call Diversion to the Customer.

14.

RESOLVING DISPUTES

Tetnet Communication Services LLP will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Tetnet Communication Services LLP website www.tetcom.co.uk

15.

CHANGES TO THIS CONTRACT

15.1

Tetnet Communication Services can change the Conditions (including the charges) at any time.

15.2

Tetnet Communication Services will publish details on line on the Tetcom website www.tetcom.co.uk at least 2 weeks before the change is to take effect.

16.

TRANSFERRING THIS CONTRACT

Rights and obligations under the Contract may be assigned by the Supplier. The Customer may not assign its rights and obligations under the Contract.

17.

THIRD PARTY RIGHTS

The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

18.

NOTICES

Where the parties need to communicate with each in writing, they must follow the following protocol:
(a) to Tetnet Communication Services LLP at the address shown on the bill or any address which Tetnet Communication Services LLP provides to the Customer.
(b) to the Customer at the address to which the Customer asks Tetnet Communication Services LLP to send invoices, the address of the premises or, if the Customer is a limited company, its registered office.

19.

THE SERVICE GUARANTEE

19.1

Tetnet Communication Services LLP's GUARANTEE

19.1.1

Tetnet Communication Services LLP undertakes to guarantee:
(a) 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 Tetnet Communication Services LLP.
(b) to provide the Service by the date agreed with the Customer as described in paragraph 2.1; not to disconnect the Service by mistake.
(c) to keep any appointment BT makes with the Customer under this Contract.
If BT 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, and technical restrictions may sometimes prevent BT from offering this option.

20.

CALL DIVERSION

19.2.1

Where call diversion is provided by Tetnet Communication Services LLP, BT will divert the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's choice. Once BT has provided the Service or repaired a Service Failure, Tetnet Communication Services LLP will cancel the Customer's Call Diversion.

19.2.2

The number chosen must be a UK number, but there are some number ranges to which BT will not divert the Customer's calls (for example, 0800 and 0870 numbers).

19.2.3

If BT diverts the Customer's Calls to a mobile number, the person calling the Customer will not have to pay extra costs for making that Call.

19.3

APPLICATION OF THIS GUARANTEE

19.5.1

This guarantee applies to the Service, including generally any related services Tetnet Communication Services LLP provides to the Customer.

19.5.2

This guarantee does not apply if:

- (a) Someone, other than BT, has caused the fault,
(b) BT asks for access to the Premises and the Customer does not allow this, or
(c) BT reasonably asks for other help and the Customer does not provide it.

The
Direct Debit
Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Tetnet Communication Services LLP will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Tetnet Communication Services LLP or your Bank or Building Society, you are guaranteed a full and immediate refund from your bank of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.