

NETWORK LINE RENTAL AGREEMENT TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Contract the following terms have the definitions shown next to them:
"Supplier": Means Futuretel Ltd, a Limited Company registered in England and Wales with company number 08801037 whose registered office is Unit 10 Westlink, Bobbins Industrial Estate, Romsey, Hampshire, SO51 7AA.
"Equipment" equipment (including any software) placed by Futuretel Ltd at the premises to supply the Service. "Call" a signal, message or communication that is silent, spoken or v i s u a l.
"Conditions" these terms and conditions for Futuretel Ltd's business service.
"Contract" these Conditions, the Service Guarantee. This Contract begins on the date that Futuretel Ltd accepts the Customer's request for Service.
"Customer" the person with whom Futuretel Ltd 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 Futuretel agrees to provide the Service.
"Service" the facility to make or receive a Call (or both) and any related services listed that Futuretel Ltd 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 Futuretel Ltd by the date agreed with the Customer.
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. The Customer accepts that occasionally BT will provide instructions regarding the Service. The Customer must follow these instructions. Futuretel Ltd 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 Futuretel Ltd and BT.

4. MANAGING THE SERVICE

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

4.2 Futuretel Ltd will automatically enroll all customers into our Fraud Monitoring service unless the relevant opt out form is completed. The additional services provide the following:
(a) The Fraud Monitoring service shall cost £1.99 per line per month and enable the customer to have cover against the event of fraudulent activity on their telephone lines. Should the customer opt out of this service the please refer to clause 12.2. Further literature is on our website.

5. MONITORING CALLS

Calls relating to customer services and telemarketing are monitored and recorded by Futuretel Ltd Services. 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 Futuretel Ltd or BT may give, and provide BT with reasonable access to the Premises.
6.1.2 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.
6.2 If Futuretel Ltd or BT need to cross other people's land, or put BT equipment on their property, (for example a neighbour's land), the Customer agrees to obtain their permission.
6.3 Futuretel Ltd 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 Futuretel Ltd and BT.
6.4 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.
6.5 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.
6.6 The Customer agrees to allow BT access to their premises for all confirmed appointments and to ensure that someone is on site to provide access between the hours of 8.00am and 6.00pm.
6.7 The Customer will be charged should a BT appointment be missed, the BT engineer be denied access or the fault be proven to be with the customer i.e. non BT maintained equipment, internal networking, any defect arising due to circumstances beyond the seller's reasonable control including (without limitation) flood, fire, lightning, war, sabotage, civil disturbance or governmental action, import regulations or embargoes.

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
(b) To make offensive, indecent, menacing, nuisance or hoax Calls.
8.2 The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Futuretel Ltd can take if this happens is explained in paragraph 11. If a claim is made against Futuretel Ltd LLP because the Service is misused in this way, the Customer must reimburse Futuretel Ltd LLP in respect of any sums Futuretel Ltd is obliged to pay.

9. CHARGES AND DEPOSITS

9.1 Unless paragraph 9.4 applies, rental charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears.
9.2 Futuretel Ltd will send its first invoice shortly after providing the Service, then every month on the same date where possible.
9.3 Futuretel Ltd reserves the right to amend the frequency of the invoices and to submit interim invoices if it so chooses. Sometimes Futuretel Ltd may send the Customer an invoice at a different time.
9.4 If the Customer orders a temporary Service, Futuretel Ltd may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
9.5 Futuretel Ltd will send invoices for the Services supplied to the customer to the email address detailed and requested by the customer on the Network Agreement.
9.6 Invoices sent via the post will be subject to an £5.00 monthly surcharge.
9.7 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 Futuretel Ltd's invoice.
9.8 If the customer fails to pay any part of the aforesaid charges in accordance with these terms and conditions, Futuretel Ltd reserves the right to charge interest at the rate of 4% above the base rate of Lloyds Bank PLC from time to time calculated from the invoice date until the date of actual payment.
9.9 Customers are required to pay via Direct Debit; payments not made by Direct Debit will be subject to a £15.00 monthly surcharge.

10. CANCELLING OR TERMINATING THIS CONTRACT

10.1 The customer is aware that upon signing this contract, Futuretel Ltd will process the transfer for the lines immediately, the customer is also aware that there is no cooling off period.
10.2 The customer is aware that upon signing the agreement, 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 but will be subject to the early termination charge "clause" 10.4.
10.3 This Contract can be ended by:
(a) The Customer upon 90 days written notice to Futuretel Ltd further to the Minimum Term expiring; or
(b) Futuretel Ltd on one month's written notice to the Customer.
10.4 If this Contract ends during the Minimum Period the Customer must pay Futuretel Ltd the early termination charge, which will equal the remainder of rentals payable for the Minimum Period including the Termination period. The suppliers shall invoice the customer for 100% of the rentals due based on an average charge over the last 3 months billing to the customer. 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.
10.5 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, Futuretel Ltd can suspend the Service or end this Contract (Or both) at any time without notice:
(a) Futuretel Ltd reasonably believes that the Service is being used in a way forbidden by paragraph, 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 Futuretel Ltd 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, Futuretel Ltd will generally not suspend the Service or end the Contract until 10 days after the payment due date. However, sometimes Futuretel Ltd may take this action after only 7

Days should it have been necessary to enforce this suspension/cancellation previously.
The customer agrees to pay reasonable costs of £15.00 per line in the event that the service is suspended due to non-payment. The service shall be reinstated on receipt of cleared funds for the overdue invoice.
If the Service is suspended, Futuretel Ltd 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. 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 Futuretel Ltd 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. 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 unauthorized 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 12.2 forthwith to the Company.

13. MATTERS BEYOND FUTURETEL LTD'S REASONABLE CONTROL

13.1 Sometimes Futuretel Ltd may be unable to do what it has agreed because of something beyond its reasonable control.
13.2 If this happens, Futuretel Ltd is not liable to the Customer. However, Futuretel Ltd will try to provide Call Diversion to the Customer.

14. CHANGES TO THIS CONTRACT

14.1 Futuretel Ltd can change the Terms and Conditions (including the charges) at any time.
14.2 Futuretel Ltd will publish details online on Futuretel website www.future-tel.co.uk at least 2 weeks before the change is to take effect.

15. TRANSFERRING THIS CONTRACT

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

16. THIRD PARTY RIGHTS

16.1 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.

17. NOTICES

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

18. THE SERVICE GUARANTEE

18.1 Futuretel Ltd undertakes to guarantee:
(a) To set into place a repair to a Service Failure in line with the repair service the Customer has chosen.
(b) The price promise guarantee as detailed in 18.2
(c) Call Diversion - as described in paragraph 18.2.2. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent BT from offering this option.
18.1.1 Futuretel Ltd offer of the Price Promise guarantee will be subject to the following conditions.
(a) The customer provides an official quotation from the competitor to include: headed paper, signed by authorized signatory, like for like quotation.
(b) The quotation must be like for like against the line rental/service charges and the call tariff. The quote will be matched in full, we do not offer the option to select individual destinations.
(c) Futuretel Ltd Price Promise guarantee applies solely to the lines/services on the lines and the calls.
(d) Futuretel Ltd has 30 days to action the completed competitor quotation.

18.2 Where call diversion is provided by Futuretel Ltd, 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, Futuretel Ltd will cancel the Customer's Call Diversion.

18.2.2 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).
18.3 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. APPLICATION OF THIS GUARANTEE

19.1 This guarantee applies to the line and services only
19.2 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.

20. SETTLEMENT OF PRIOR SERVICES

The customer agrees to forward any terminations to FutureTel from previous providers that were agreed to be covered by Futuretel, within 12 months. Any invoices sent to FutureTel from the customer after this 12 month period will not be covered.