

These General Terms and Conditions including Schedule 1 shall govern the supply of the Products and Services (as defined below) by TTG (UK) LTD registered in England with number 6601715 whose registered office is at Shaw Lodge House, Simmons Lane, Halifax, HX3 9ET (hereinafter known as the "Company") and the Customer (as defined on the order form)

1. STRUCTURE OF AGREEMENT

1.1 The Customer acknowledges and agrees that it enters into this Agreement for the Products and Services in the course of business and intends to use said Products and Services for business use only.

1.2 These GTCs incorporating the Relevant Supplementary Terms shall govern the supply by the Company of the Products and Services.

2. TERM

2.1 Subject to the parties rights of termination set out in the Agreement, this Agreement shall continue from the Effective Date until the expiry or termination of all Orders for the Products and Services under the Agreement.

3. GRANT

3.1 The Company hereby grants to Customer a non-exclusive revocable right to use Products and Services in accordance with this Agreement.

3.2 All rights not specifically and expressly granted to the Customer under this Agreement are reserved for the Company.

4. ORDERS

4.1 During the term of this Agreement the Customer may place individual written Orders with the Company for the supply of Products and Services, the availability of such Products and Services being confirmed by inclusion in the Price List. All Orders shall be on the Company's standard order form or in some other form agreed by the Company.

4.2 Every Order shall be subject to acceptance in writing by the Company. For the avoidance of doubt, nothing shall obligate the Company to accept any Order.

4.3 On acceptance of the Order by the Company, each Order shall form a separate contract for the relevant selected Product or Service and shall be subject to the terms of the GTCs, the Relevant Supplementary Terms, and Order. For the avoidance of doubt, an Order containing Products and Services provided pursuant to different Supplementary Terms shall be deemed separate Orders for the purposes of the Agreement.

4.4 All Orders are subject to the terms of this Agreement and any terms proffered by the Customer shall have no effect.

5. PRICES AND PAYMENT

5.1 All Prices are exclusive of VAT. Customer shall bear the cost and shall be responsible for the timely payment of all relevant taxes, duties and assessments imposed upon Customer in connection with the payments due to the Company under this Agreement, including all VAT and any other sales taxes, withholding tax and other taxes.

5.2 Unless otherwise expressly provided in the Relevant Supplementary Terms or Order, the Price due and shall be paid without setoff or deduction within 14 days of the date of the invoice or prior to shipment for any Products to be delivered outside the mainland United Kingdom. The Customer acknowledges and agrees that should the Customer require any information of any kind to be included on any invoice prior to payment, such information shall be submitted to the Company in writing prior to the date for invoicing. The Customer acknowledges and agrees that any failure by the Customer to provide such information shall not prevent or delay payment.

5.3 Unless otherwise expressly provided in the Relevant Supplementary Terms or Order, all payments from Customer to the Company hereunder will be in pounds sterling by means of a company cheque, bank cheque, bank transfer or by Direct Debit to the bank account nominated by the Company.

5.4 The Company reserves the right to charge interest at the rate of 3% over the base rate of HSBC Bank Plc on a daily basis on all monies outstanding after the due date until the actual date of payment (both before and after judgement).

5.5 The Company reserves the right at its sole discretion to reject Orders and / or delay shipment of Products or provision of Services where the aged debt of the Customer rises to a level unacceptable to the Company and where 5 days prior written warning of such action has been given by the Company to the Customer.

5.6 The Company or its authorised representative may on giving reasonable notice, at the Company's own expense, audit the records of the Customer relating to this Agreement to ensure the Customer is complying with the terms of this Agreement. Any such audit shall be conducted during regular business hours either remotely or at the Customer's premises. If an audit reveals that the Customer has underpaid the Price, the Company shall be entitled to require the Customer to make good the underpayment.

6. CONFIDENTIALITY

6.1 During the term of this Agreement and following termination hereof both parties undertake to keep confidential the Confidential Information received from the other party (the "disclosing party") and undertake not to use the same other than to enable it to perform its obligations under this Agreement. Accordingly, the parties shall not in any manner, directly or indirectly transmit, reveal, disclose, cause to be disclosed, publish, distribute, copy or make available any such Confidential Information to any party except those of the receiving party's employees who need access to the Confidential Information to enable it to carry out its obligations in accordance with the terms of this Agreement. In the event of such disclosure the Customer will obtain from such employees duly binding agreements to maintain in confidence the information to be disclosed to the same extent as that of the Customer is so bound hereunder.

6.2 The foregoing obligations will not apply if and to the extent that:

- the receiving party clearly establishes that the Confidential Information was already known to it at the time of receipt from the disclosing party; or
- the Confidential Information subsequently comes lawfully into the possession of the receiving party in good faith from a third party; or
- the Confidential Information is in the public domain other than through breach of this Agreement; or
- the Confidential Information is required to be disclosed by governmental, statutory, regulatory or judicial body and even then any such disclosure shall be subject to the confidentiality obligations prescribed by the relevant form.

6.3 Without limitation to clauses 6.1 or 6.2 Customer agrees to notify the Company in writing of any suspected or known breach of the obligations under this clause as soon as it becomes aware of such breach and shall implement such security procedures it uses for its own Confidential Information which it protects against unauthorised disclosure, appropriation or use.

6.4 For the purposes of this Agreement, Confidential Information means all information of a confidential nature or which is commercially sensitive or of a secret nature including information contained in or embodied in any software (such as the structure, sequence organisation and screen presentation), this Agreement, the specifications, and user manuals and all information relating to any and all aspects of the financial and business and operations of the disclosing party whether such information is marked as confidential or not. Such information may be expressed in any form including but not limited to orally.

7. PROPRIETARY RIGHTS

7.1 The Customer acknowledges that all Intellectual Property Rights in the Products and Services including all modifications and enhancements and related documentation (including all versions of any specification and user manual) are and shall remain the property of the Company or its third party suppliers.

7.2 Customer acknowledges that the Company's Confidential Information, software and Know-How and all related documentation may contain substantial trade secrets of the Company.

7.3 Customer shall not remove or alter any copyright, Mark or other proprietary notice on the Products or Service, or any part of it or on any other material whatsoever provided by the Company.

8. LIMITATION OF LIABILITY

8.1 The following provisions of this clause 8 set out the total liability of each party in respect of any breach of its obligations arising under or in connection with this Agreement whether in contract, tort (including negligence) and breach of statutory duty or otherwise howsoever arising and shall for the avoidance of doubt apply to any indemnity given by the Company under this Agreement. Subject to clause 8.2 and to the fullest extent permissible by law in no circumstances will either party be liable in contract tort or otherwise for any costs, claims, damages, losses or liabilities or expenses in respect of:

- any direct loss of profit, excluding any element of the Price;
- any direct loss of anticipated savings; or
- any indirect loss or damage howsoever caused including without limitation;
 - any loss of profit, excluding any element of the Price;
 - loss of use of money;
 - loss of anticipated savings;
 - loss of business;
 - loss of opportunity;
 - loss of reputation;
 - loss of data;
 - any wasted expenditure; and/or
- any other consequential loss including pure economic loss, excluding any element of the Price.

For the avoidance of doubt, the sub-clauses of this clause 8.1 are intended by the parties to be severable.

8.2 Nothing in this Agreement shall limit or exclude:

- either party's liability for fraud (including without limitation fraudulent misrepresentation) or for death or personal injury resulting from negligence;

(b) either party's liability for any breach of clause 6;

(c) the Customer's liability for any infringement of the Company's Intellectual Property Rights;

9. TERMINATION

9.1 Subject to the provisions of Clause 10, without prejudice to a party's other remedies and accrued rights, and in addition to any rights provided in the Relevant Supplementary Terms either party shall have the right to terminate this Agreement or Order (including any Products or Services provided under such Order) immediately if:-

(a) the other party commits a material breach of this Agreement and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within 14 days of receipt of the request in writing from the other party to do so and a breach shall be considered capable of remedy if the party in default can comply with the provision in question in all respects other than as to the time of performance;

(b) the other party being a company suffers any distress or execution or a resolution or order to wind up the company is passed or made (otherwise than for bona fide solvent reconstruction or amalgamation) or goes into liquidation or becomes insolvent or has a receiver, administrative receiver or administrator appointed over all or any part of its assets or undertakings or an administration order is made in respect of the company or enters into an arrangement or composition with its creditors or ceases to carry on business.

9.2 Without prejudice to the Company's other remedies and accrued rights, and in addition to any rights provided in the Relevant Supplementary Terms, the Company may terminate this Agreement or Order (including any Products or Services provided under such Order) if following 10 days written notice any amount remains unpaid after the due date for payment.

10. CONSEQUENCES OF TERMINATION

10.1 Without prejudice to any other provisions in this Agreement expressed to have effect upon termination and save as provided in the Relevant Supplementary Terms, on termination of the Agreement or Order (in which case the following provisions shall apply to said Order):

(a) all rights granted to Customer shall terminate;

(b) the Customer shall pay the Company within ten (10) days after such termination, all amounts that are owed to the Company under this Agreement.

10.2 In the event of termination of the Agreement or Order under Clause 9.1(a), such termination shall not affect the rights and obligations of either Party in respect of Orders accepted prior such termination, except in respect of the Order which is the subject of the relevant breach.

10.3 Termination of this Agreement shall not operate so as to affect such of the provisions of this Agreement as are expressed or implied to operate or have effect after termination of this Agreement.

11. DISPUTE RESOLUTION

11.1 This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with English law save that the Company shall have the right to sue for breach of its Intellectual Property Rights and Know-How (whether in connection with this Agreement or otherwise) in any country where it believes that infringement or a breach of this Agreement relating to its Intellectual Property Rights and Know-How might be taking place.

11.2 The Customer acknowledges and agrees the Company's business relies upon the protection of its Intellectual Property Rights, Confidential Information and Know-How and that in the event of a breach or threatened breach of Intellectual Property Rights, Confidential Information or Know-How, the Company will be caused irreparable damage and may therefore be entitled to injunctive or other equitable relief in order to prevent such a breach or threatened breach.

11.3 Subject to the above, the parties shall irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales for the purposes of hearing and determining any dispute arising out of this Agreement.

11.4 Nothing in this clause shall however prevent either party from exercising any rights available pursuant to any other provisions of this Agreement.

12. FORCE MAJEURE

12.1 Neither party shall be liable for failure or delay in performing any of its obligations under this Agreement if such failure or delay is due to any circumstances beyond the reasonable control of the defaulting party ("Force Majeure"). This includes but is not limited to Acts of God, war, acts of terrorism, fire, explosion, earthquake, flood, strikes and labour disputes, the inability to obtain materials, supplies, Network and PSTN availability, power or equipment necessary to enable such party to perform its obligations under this Agreement and any act or order of any governmental or European Union authority or other regulatory body.

12.2 Each party shall promptly notify the other in writing of any such event of Force Majeure, the expected duration of it and its anticipated effect on its ability to perform its obligations under this Agreement and make reasonable efforts to promptly overcome the delay occasioned by any such event.

12.3 If the Force Majeure in question continues for more than 90 days either party may give notice in writing to the other to terminate this Agreement with immediate effect without liability.

13. NOTICES

13.1 All notices relating to this Agreement shall be given by hand or by prepaid first class post or by facsimile or other form of electronic transmission to the addressee at (1) the address stated above in the case of the Company and (2) the address stated in the Order in the case of the Customer, or such other address as the addressee shall have for the time being notified to the party giving the notice. Such notice shall be deemed to have been delivered if by letter at the expiration of 48 hours after posting and if by facsimile or other form of electronic transmission at the time it was transmitted.

14. DEFINITIONS AND INTERPRETATION

14.1 In this Agreement the expressions shall have the meaning given to them in Schedule 1 except where otherwise provided.

14.2 The headings to this Agreement are for convenience only and shall not affect its interpretation.

14.3 References in this Agreement to a statute or any provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

14.4 References to numbered clauses are references to the relevant clauses in these GTCs unless otherwise specified;

14.5 Reference in any Supplementary Terms to appendices, numbered paragraphs or clauses relate to the appendices, numbered paragraphs or clauses of those Supplementary Terms unless otherwise specified;

14.6 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.

14.7 For the avoidance of doubt and notwithstanding any language in the Agreement capable of being construed to the contrary (including but not limited to "sale", "sell", "resell", "reseller") all software supplied under the Agreement shall be licensed or sublicensed and not sold.

14.8 In the event of a conflict between the GTCs, Supplementary Terms, and Orders the following order of priority shall prevail (1) the GTCs (2) the Supplementary Terms, and (3) the Order.

15. GENERAL

15.1 This Agreement may not be modified or amended nor may any right under this Agreement be waived except by written communication signed by an authorised officer of the party against whom the same is sought to be enforced.

15.2 No failure or delay on the part of either party in exercising any right, power or remedy will act as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

15.3 If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall to the extent required be severed from this Agreement and shall be ineffective without as far as is possible modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.

15.4 The Company shall be entitled to assign, transfer, or sub-contract its rights and obligations arising under the Agreement. Except as expressly provided in the Agreement, Customer shall not assign, transfer, or sub-contract any of its rights or obligations under this Agreement without the prior consent in writing of the Company.

15.5 Except as expressly provided in the Agreement, nothing in this Agreement shall be construed as constituting or evidencing any partnership, agency or contracts of employment between the parties and neither party shall have any authority to bind and shall not make any representations binding upon the other party.

15.6 This Agreement contains all the terms which the parties have agreed in relation to the subject matter of this Agreement and supersedes all previous agreements and representations, written or oral, with respect to its subject matter. For the avoidance of doubt any terms and conditions (other than as expressly set out in this Agreement) proffered by Customer shall be null and void and have no effect. Neither party to this Agreement has been induced to enter into this Agreement by a statement, promise or representation which is not expressly set out in this Agreement save that this clause shall not exclude any liability which one party would otherwise have to the other in respect of any statements made fraudulently by that party.

15.7 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

SCHEDULE 1

The expressions in this Agreement shall have the following meanings except as otherwise provided in the Supplementary Terms:

"Agreement" means these GTCs, the Relevant Supplementary Terms, and all contracts pursuant to the Orders;

"Company Website" means the Company website.

"Confidential Information" has the meaning given to it in clause 6.4;

"Customer" means the customer of the Company so named in the Order;

"Effective Date" means the date the first Order is accepted by the Company;

"General Conditions" means the general conditions of entitlement as set out in the notification issued by the Director General for Telecommunications on 22nd July 2003, in accordance with section 48(1) of the Communications Act 2003 pursuant to section 45 of said act as may be amended from time to time;

"GTCs" means these General Terms and Conditions including this Schedule 1;

"Intellectual Property Rights" means all vested contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trade marks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, Know-How, trade secrets, inventions, get-up, database rights (whether registered or unregistered) and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created

"Know-How" means all industrial, marketing and commercial information and techniques including (without prejudice to the generality of the foregoing) the knowledge and expertise of the Company regarding what functions and facilities of Products and Services;

"Laws" means any applicable law (including General Conditions), statute, bye-law, regulation, order, regulatory policy, guidance, standard or industry code, rule of court or directives or requirements of any government or regulatory body, delegated or subordinate legislation or notice of any government or regulatory body and the common law and the law of equity as applicable to the Parties from time to time;

"Maintenance Services" means the maintenance services as specified in the Relevant Supplementary Terms provided in accordance with an accepted Order;

"Marks" means any trade marks, service marks or trade names of the Company or its suppliers and which are associated with the Products and/ or Services (whether registered or unregistered);

"Order" means an order for the Products and Services provided in accordance with the provisions of the clause 4 of these GTCs and the provisions of the Relevant Supplementary Terms;

"Parties" means the parties to this Agreement and "Party" shall be construed accordingly;

"Price" means the charges (as further described in the Relevant Supplementary Terms) for the Company's products and services;

"Price List" means the document containing the Prices provided and updated by the Company from time to time;

"Products" means the CPE Systems and/or Equipment (as defined in the Relevant Supplementary Terms) but excluding any Services supplied to the Customer by the Company, as specified in an accepted Order;

"Professional Services" means the services (if any) supplied by the Company pursuant to the Relevant Supplementary Terms including (where appropriate) consultancy, installation, commissioning, usage support, site audits, training services and any other services (but excluding any Maintenance Services and Specific Services) as specified in an accepted Order;

"Relevant Supplementary Terms" means the relevant Supplementary Terms which apply to the supply by the Company of the specific products and services;

"Services" means the services supplied by the Company pursuant to the Relevant Supplementary Terms including (as appropriate) Professional Services, Maintenance Services and Specific Services as specified in an accepted Order;

"Specific Services" means the services supplied by the Company pursuant to the Supplementary Terms but excluding the Professional Services and Maintenance Services;

"Specifications" means the relevant specification for the Products and Services as detailed on the Company Website;

"Supplementary Terms" means the terms and conditions agreed between the Parties in respect of the supply and use of the products and services supplied by the Company;

"Territory" means the United Kingdom;

"T&M Rates" means the Company's time and materials rates for additional Professional Services as set out in the Price List or otherwise provided by the Company, such rate being exclusive of travel, accommodation and sustenance expenses incurred by the Company which shall be charge in addition at cost;

"VAT" means value added tax;

"Working Days" means Monday to Friday inclusive but excluding any United Kingdom bank, public or statutory holidays; and

"Working Hours" means 8:00 - 17:00 (UK time) on any Working Day.

NETWORK SERVICES

THE SERVICE WE WILL PROVIDE

1. What the Service is

The Service we (TTG (UK) Ltd) supply to you (our Customer) is the ability to make or receive a Call (or both). This Service does not include any phones or other equipment that we may supply to you under the previous terms. In providing the Service, we promise to use the reasonable skill and care of a competent telecommunications service provider.

2. Things we may have to do

2.1 We may have to do some things that could affect the Service. These things are listed in paragraph **2.2**. If we have to interrupt the Service we will restore it as quickly as we can.

2.2 Occasionally we may have to:

- change the code or phone number or the technical specification of the Service for operational reasons;
- interrupt the Service for operational reasons or because of an emergency;
- give you instructions that we believe are necessary for health or safety, or for the quality of the Service that we supply to you or to our other customers.

3. Phone number

3.1 You have no right to sell or to agree to transfer the number provided to you for use with the Service and you must not try to do so.

4. The Phone Book and Directory Enquiries

4.1 We will put your name, address and the phone number for the Service in The Phone Book for your area and make your phone number available to the directory enquiries service as soon as we can. However, we will not do so if you ask us not to.

4.2 If you want a special entry in the Phone Book you must let us know. Where we agree to a special entry you must pay an extra charge and sign a separate agreement for that entry.

5. Call Monitoring

We may monitor and/or record calls made to or by us relating to customer services and telemarketing. We do this for training purposes and to ensure the quality and accuracy of our customer services, including complaint handling.

6. Use of your information

6.1 We may use the information we have about you and your use of the Service for marketing purposes. However, we will not do so if you ask us not to.

6.2 For your information we process your billing data and information about your use of TTG (UK) Ltd service (this includes information about your bill size, the numbers you call and the times you call) for marketing our own telecommunications products and services. This allows us to better inform you about products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. WE DO NOT DISCLOSE THIS INFORMATION TO ANYONE ELSE. We need your consent to continue to give you all the benefits that this processing provides and will assume we have it, unless you tell us otherwise by writing to us at TTG (UK) Ltd, Shaw Lodge House, Simmons Lane, Halifax, HX3 9ET or any other address we give you.

7. When we will provide the Service

We aim to provide you with the Service by the date we agree with you unless we are prevented from doing so through a reason covered by paragraph 12.

8. Repairing faults

8.1 We cannot guarantee that the Service will never be faulty but will always use our best endeavours to ensure that service is resumed as quickly as possible.

8.2 We will work on any fault that is reported to us according to the repair service we have agreed to provide to you.

8.3 When we agree to work on a fault outside the hours covered by the repair service that we provide to you, you must pay us any extra charges that we incur.

8.4 If you tell us there is a fault in the Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for the cost of any work we have done to try to find the fault or to repair it.

WHAT YOU AGREE TO DO

9. Paying our charges for the Service

9.1 Charges

(a) You must pay the charges for the Service by Direct Debit as set out in our Price List. This applies whether you use the Service or someone else does. We can change our charges as explained in paragraph 14.

(b) If someone makes a Call without your knowledge from our side of the main telephone socket, you will not have to pay for the Call, unless we prove that you could have taken reasonable steps to prevent the Call being made.

9.2 Rental

You must pay us rental from the day we supply the Service. We will usually ask you to pay the rental in advance. The rental will depend on how we classify your line. The classifications are explained in our Price List. If we supply you with temporary Service, you may have to pay the rental in advance for the whole period that you want the Service.

9.3 Calculating the Call charges

We will calculate the charges for Calls using the details recorded by TTG (UK) Ltd's telephone billing system. There exists a minimum call charge that may vary from time to time

9.4 Bills

We will send you your first bill shortly after we provide the Service. We will send you further bills every month, but we may send you a bill at any time. We will include all charges on your next bill where possible, and in any event as soon as we can. We will send bills to the address you ask us to.

9.5 Payments in advance, deposits and Call Levels

(a) We may ask you for a payment before one is normally due. This will not be more than the connection charge and rental for the minimum period, except in circumstances where we send you a bill because you have exceeded your Call Level.

(b) We may ask for a deposit at any time, as security for payment of your bills if we think it is reasonable for us to do so.

(c) We may decide a Call Level is no longer necessary. We will inform you of this.

9.6 When you must pay

You must pay all charges and rental (including charges for any trial period or promotion offer) by Direct Debit as soon as these become due, which will normally be 10 days from date of invoice. If you cancel your Direct Debit for any reason, or you pay your bill by any method other than Direct Debit, you are liable to pay a surcharge (currently £10.00) on each monthly invoice until the Direct Debit agreement is re-instated by you. Deposits are payable upon request. If we have not received payment of your bill by the due date, we may disconnect your telephone service. If this is necessary the following conditions may apply:

(a) Normal monthly rental will continue to be charged during any period of disconnection.

(b) We will be charged a fee for reconnection to our services, which is £125 per affected line, subject to VAT.

(c) If Outgoing Call Barring is placed on your line because we have not received payment by the due date, a payment will be required in advance before Outgoing Call Barring is removed.

10. Your other responsibilities

10.1 Connecting and using your equipment with our network

(a) You may only connect phones, extension wiring, sockets or other equipment to our network using a main telephone socket, unless we agree otherwise. We may end any such agreement after giving you reasonable notice.

(b) Equipment must only be used with our network in a way that meets the relevant standards and your licence. If your equipment does not meet those standards or your licence, you must immediately disconnect it, or allow us to do so at your expense. If you ask us to test your equipment to make sure that it meets those standards or your licence you will be charged for the cost of doing this.

10.2 Supplying a place and electricity for our equipment

We may have to place equipment on your premises to provide you with the Service. For residential customers this will normally be just a main telephone socket. You must provide a suitable place and conditions for our equipment. If we have to supply equipment that needs a continuous mains electricity supply and connection points, you must provide them where we need them at your own expense.

10.3 Preparing your premises

You must prepare your premises before we arrive according to any instructions that we give you. For the avoidance of doubt, our work is completed you will also be responsible for putting items back and for any necessary re-decorating.

10.4 Entry to your premises

(a) If our engineers have to enter your premises you must let them do so as long as they show their Identity Card. We will meet your reasonable requirements about the safety of people on your premises and you must do the same for us.

(b) If we need someone else's permission to cross or put our equipment on their premises, you must get that agreement for us and make any necessary arrangements.

10.5 Damage

Nobody must tamper with our equipment that is on your premises. If anyone does and there is any damage to or loss of our equipment, you must pay for any necessary repair or replacement.

10.6 Misuse of the Service

Nobody must use the Service:

(a) to make offensive, indecent, menacing, nuisance or hoax calls;

(b) fraudulently or in connection with a criminal offence and you must make sure that this does not happen. The action we can take if this happens is explained in paragraph 13.4. If a claim is made against us because the Service is misused in this way, you must reimburse us in respect of any sums we are obliged to pay or any costs that we incur.

10.7 Indemnity

If you use the Service for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them.

10.8 You must ensure that you are not currently in a contract period with your existing supplier; TTG (UK) Ltd will not be held responsible for any cancellation fees payable to your previous supplier. Or, if you are still connected to any other service provider, for call slippage or programming or re-programming of any telephone system.

IF THINGS GO WRONG

11. If we break this agreement

11.1 We accept liability for being late in providing the Service or repairing a failure of the Service, or for failing to keep an appointment, unless for a reason covered by paragraph 12. However, our liability is limited as set out in this paragraph 11.1.

11.2 We accept liability if you are injured or die as a result of our negligence. We do not limit that liability and paragraphs 11.3, 11.4 and 11.5 do not apply to that liability or to any liability for fraudulent misrepresentation.

11.3 Unless otherwise stated, we have no liability under this agreement. This does not affect our liability if we are negligent.

11.4 We have no liability for any loss that is not reasonably foreseeable, nor any loss of business, revenue, profit, or savings you expected to make, wasted expense, financial loss or data being lost or harmed.

11.5 Any liability we have of any sort (including any liability because of our negligence) is limited to £1 million for any one event or any series of related events, and in any 12-month period to £1 million in total.

11.6 Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

12. Matters beyond our reasonable control

If we cannot do what we have promised in this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, line failure, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority (including British Telecommunications PLC or any of its successors, any action by any network provider or industrial disputes of any kind, (including those involving our employees)), we will not be liable for this.

13. If you break this agreement

13.1 We can suspend the Service or end the agreement (or both) at any time without telling you if:

(a) you break this agreement or any other agreement you have with us for telephone, telex or other services and fail to remedy any breach within a reasonable time of being asked to do so;

(b) we believe that the Service is being used in a way forbidden by paragraph 10.6. This applies even if you do not know that the Calls are being made or the Service is being used in such a way;

(c) bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a Court on time, or you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation. If you have a limited payment history for the Service (less than 3 bills received and paid in full) we may also restrict your ability to make outgoing calls pending payment of charges accrued on our billing system.

13.2 If you miss a payment, we will not suspend the Service or end the agreement until 7 days after the payment was due. However, if we suspend the Service and you miss another payment during the 12 months after we provide the Service again, we may then suspend the Service or end the agreement (or both) 7 days after the payment was due.

13.3 If we suspend the Service, we will not provide it again until you do what you have agreed, or satisfy us that you will do so in future or that the Service will not be used in a way that is forbidden by paragraph 10.6.

13.4 If we suspend the Service because you break this agreement, the agreement will still continue. You must pay us rental until we end the agreement by giving notice under paragraph 13.5 or you or we end the agreement by giving notice under paragraph 16.1.

CHANGING, TRANSFERRING AND ENDING THE AGREEMENT

If you ask us to make any change to the Service we may ask you to confirm your request in writing. If we agree to a change, this agreement will be changed when we confirm the change to you in writing.

14. Conditions

We can change the conditions of this agreement including our charges at any time. We will publish any change on www.ttg.uk.com at least 21 days before it takes place. We will inform you with your next bill if there has been or will be a material change to our liability.

15. Transferring the agreement

You cannot transfer or try to transfer this agreement or any part of it to anyone else.

16. Ending the agreement

16.1 This agreement, or the supply of the Service, can be ended by:

(a) your written cancellation on or before the 30th day of any agreed trial period (trial period offers are strictly limited to one per contract). In the case of an early termination you are liable for the full costs of the trial including line rental and all calls made during this period; or

(b) thereafter, six months' notice from you to us. This notice to be received by us at least six months before the anniversary of the commencement of the agreement. If such notice is not received within this time schedule the agreement will enter a subsequent minimum one year term and these terms and conditions will continue to apply; or (c) one month's notice from you to us.

16.2 If we give you notice, you must pay rental up to the end of that notice. If you give us notice, you must pay rental until 30 days from the date we receive your notice, or until the end of the notice if that is later.

16.3 If you give us notice that ends during the Contracted Period you must pay us a standard cancellation charge of £150 per line. If you have participated in a free or reduced rate ISDN Install or other promotions or offers giving discounts, you are liable to repay the full costs of that install in accordance with the pre-offer price list or conditions attached to that promotion or offer.

16.4 If you have paid any rental for a period after the end of the agreement, we will either repay it or put it towards any money you owe us.

16.5 You must pay all charges for the Service until the date on which we stop providing the Service to you.

16.6 We can end this agreement at any time without telling you if paragraph 13.1 applies.

16.7 Committed Call Spends

If you are contracted to a minimum call spend and at the end of the year you have not met the spend, then you will be liable to pay 20% of the difference between what has been spent and what should have been spent under the agreement. This also applies should you terminate your contract with us before the end of the contract period.

17. How to give notice

Any notice given under this agreement must be delivered by hand, facsimile or sent by email or prepaid post as follows:

(a) to us at the address shown on the Welcome to TTG (UK) Ltd letter or on your last bill.

(b) to you at the address you have asked us to send bills to.

18. Other documents

18.1 These conditions, the documents referred to in them, the Customer Service Agreement and the Welcome to TTG (UK) Ltd letter set out the whole agreement between you and us for the Service.

18.2 Our Price List contains explanations, definitions, notes and conditions which form part of this agreement. You can see a copy of our Price List or obtain copies of the relevant pages from our website.

19. Third Party Rights

A person who is not a party to this agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

20. Explanations of certain words

"Call" means a signal, message or communication which is silent, spoken or visual on each line that we agree to provide to you under this agreement.

"Call Level" means the sum of money, you agree with us, you expect to spend on Call Charges during the period covered by your bills.

"your equipment" means equipment that is not part of our network and which you use or intend to use with the Service.

"failure of the Service" means the continuous total loss of the ability to make or to receive Calls or the continuous total loss of a related service.

"your line" means a connection to our network.

"main telephone socket" means the point where your equipment is connected to our network which is called the Network Termination Point in your licence.

"Contracted Period" means the term agreed for the Service or the period set out in our Price List.

"our network" means any TTG (UK) Ltd provided telecommunications network.

"your premises" means the place where the Service is or will be provided.

"Price List" means the price list published from time to time on our website or alternatively available from us upon written request.

"Service" means all or part of the Service explained in paragraph 1 and any related services listed in our Price List that we agree to provide to you under this agreement.

"we" and "us" means TTG (UK) Ltd

"working day" means Monday to Friday excluding Public Holidays.

"you" means the customer we make this agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.

MAINTENANCE SERVICES

1. MAINTENANCE

The Maintainer will, within two working days (Saturdays, Sundays, Bank Holidays and Public Holidays excluded), on receipt of notification from the Customer of the Equipment being made available, commence during normal working hours all adjustments repairs and replacements of defective components resulting from fair wear and tear and/or faulty workmanship of the Maintainer and/or materials which in the opinion of The Maintainer are necessary for the proper functioning of the Equipment. Where the maintainer replaces defective Equipment or part thereof, it shall be entitled to supply serviceable reconditioned items in substitution thereof. All the Terms and Conditions of this Agreement shall continue to apply to the Equipment embodying such substituted items. The Maintainer does not warrant that the Maintenance services (or Additional Services) will cause the Equipment to operate without interruption or error. The Maintainer will refrain from maintaining or repairing Equipment where the Supplier or manufacturer has ceased to supply the equipment. The Maintainer shall notify the Customer as soon as it is aware of any cessation in supply of the Equipment and shall arrange with the Customer to either terminate the Agreement or replace or upgrade the affected Equipment at the Customer's expense.

2. MAINTENANCE SHALL INCLUDE

Repair only of equipment scheduled in the "Equipment Details" shown overleaf or any additional equipment shown on a "Supplementary Contract" or a "signed Customer Order" for items added at a future date ("the equipment") barring any exceptions listed in paragraph 4

3. SPARE PARTS

The Maintainer shall provide all necessary spare parts required to keep the Equipment in satisfactory operation. All replaced parts shall become the property of The Maintainer.

4. MAINTENANCE SHALL NOT INCLUDE:

(i) the repair of damage to the Equipment resulting from accident, neglect or causes other than ordinary use including failure to observe any instructions supplied by The Maintainer regarding the operation of the Equipment;

(ii) repair labour or materials required as a result of theft, vandalism, fire, lightning, water damage, fluctuations in electrical power supply, unsatisfactory environmental conditions, telephone line conditions, the connection of unapproved accessories, attachments or other devices or as a result of breach by The Customer of any of the terms of paragraph 6;

(iii) the alteration, modification or maintenance of the Equipment by any other party other than The Maintainer without the Maintainer's prior consent;

(iv) the transportation or relocation of the Equipment save where the same has been performed by or under direction of The Maintainer;

(v) the maintenance or repair of any extension wiring after the initial 12 month warranty period, any Equipment not at the Site or of anything other than the Equipment

(vi) any defect or error in any software used upon or in association with the Equipment

(vii) the supply of replacement cassettes, aerials or batteries.

(viii) reprogramming of the Equipment to provide improved or modified service or facilities

(ix) Equipment faults caused by telephone area code changes or changes in Service Provider services.

5. PROVISION OF EXCEPTED SERVICE

5.1 The Maintainer may upon request by The Customer provide all or any of the Excepted Services referred to in clause 4 above but shall be entitled to charge for the same by levying Additional Charges at the Maintainer's current charge rates applying at that time, and such payment shall be in addition to the support charge.

5.2 Without prejudice to clause 5.1 above The Maintainer shall be entitled to levy Additional Charges in the manner described in clause 5.3 below if Maintenance Services are provided in circumstances where any reasonably skilled and competent person would have judged the Customer's request to have been unnecessary.

5.3 Additional Charges shall be levied by The Maintainer upon completion of the work and shall be payable by the Customer within 30 days of receipt of an invoice.

6. THE CUSTOMER UNDERTAKES THAT:

(i) it will use all reasonable endeavours to ensure that the Equipment is used in a normal and proper manner;

(ii) it will carry out such routine day-to-day preventative maintenance measures as may be recommended in the customer operating instructions supplied with the Equipment

(iii) it will carry out minor maintenance adjustments suggested by the maintainer which includes minor programming changes with telephone support and replacement of handsets and cords which are relayed by courier or post;

(iv) it will permit The Maintainer's service technicians to have full access to the Equipment for the purpose of inspecting it or carrying out maintenance to be provided by The Maintainer hereunder;

(v) it will permit no alteration to call routing apparatus or extension wiring except by The Maintainer, or by The Maintainer's authorised agents, save that in relation to the connection of other apparatus to the Equipment, such connection may be performed by another person at The Customer's expense if either (a) The Maintainer agrees, or (b) The Maintainer fails to carry out the connection itself within 28 days after receiving written notice from The Customer stating that The Customer wishes specified apparatus to be so connected and naming that other person by whom The Customer wishes the connection to be performed;

(vi) it will appoint at least one member of staff as a "Principal Operator", who will be trained in the use of the Equipment. The Customer will ensure that such Principal Operator is available to carry out the instructions in the user instructions and to liaise on maintenance matters;

(vii) it will not assign the benefit or burden of this Agreement unless otherwise agreed in writing by the maintainer;

(viii) it will not contract with The Maintainer's employees or subcontractors or engage them to perform any maintenance services upon the Equipment at any time during the term of this Agreement or for one year after the termination of the Agreement;

(ix) it will not employ a third party to make any alterations to the programming or physical structure of the equipment;

(x) it will ensure that the environmental conditions for the Equipment are maintained in accordance with the written recommendations of the manufacturer of the Equipment;

(xi) if the Equipment is not (immediately prior to the commencement of this Agreement) either already maintained by The Maintainer or within the scope of an express warranty given by the supplier thereof, then The Maintainer may at its discretion inspect the Equipment and undertake such repair work as may be necessary to put the Equipment in good working order. The Customer shall pay for such inspection and repair at The Maintainer's then current charge rates applying at that time, and such payment shall be in addition to the support charge.

7. CHANGE OF LOCATION

The Customer will not move any of the Equipment, nor remove the Equipment from its location at the Commencing Date without prior written consent of The Maintainer, which consent shall not be unreasonably withheld. Where The Maintainer consents to such relocation, The Maintainer shall provide a relocation and installation service, the cost of which shall be paid by The Customer in accordance with The Maintainer's then current charge rates applying at that time and such payment shall be in addition to the Support Charge.

8. SERVICE PROVIDER'S LIABILITY

Where a fault that has been reported to The Maintainer has been a non-Equipment fault, but instead one of the service provider (i.e. British Telecom or Cable & Wireless, etc) then The Maintainer will charge The Customer for the call-out in accordance with The Maintainer's then current charge rates applying at that time. The Maintainer will provide a service provider fault reference that may be used to recharge the cost The Maintainer has charged, on to the Service Provider. The Maintainer cannot accept responsibility where the Service Provider refuses to cover all these costs.

9. NO FAULT FOUND

Where The Customer reports an apparent fault on the Equipment to The Maintainer and upon investigation by The Maintainer the Equipment or its installation is found not to be defective, The Maintainer reserves the right to make a charge for the investigation and/or for any call-out. This includes equipment changed in a postal exchange where The Maintainer reserves the right to make a charge up to the replacement value of the item in question.

10. PRICE ADJUSTMENT

The Maintainer may from time to time adjust the Annual Maintenance Charge by advance notification in writing. Such adjustments shall not be made more than once in every 12 months period.

11. TERM

The agreement shall come into force only upon the signature for and on behalf of The Customer and The Maintainer and only once payment has been received by The Maintainer.

This Agreement shall continue in force for the minimum term and thereafter from year to year. Each year starting on the commencing term from the commencing date and thereafter until terminated as set out below by notice in writing by either party to the other, such notice to be a minimum of 90 days prior to the next anniversary of the commencing date (referred to hereafter as "Notice") Such Notice shall be deemed to be received within a week of being posted to the last known address of the party to whom it is given. It is recommended to the Customer that acknowledgement of the Notice is requested.

12. PREMATURE TERMINATION

This Agreement may be terminated forthwith by The Maintainer if The Customer shall have committed any breach of the Agreement or if any necessary approvals required by The Maintainer to maintain any of the Equipment are disallowed or revoked by any government or regulatory agencies.

13. ASSIGNMENT

The Maintainer reserves the right to assign the benefit of this Agreement to any other person or company authorised by The Maintainer or by the manufacturers of the Equipment, to maintain the Equipment or to any subsidiary or associate company of The Maintainer, provided that such assignee is authorized by the relevant government or regulatory agency to maintain the Equipment.

14. FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations hereunder if such failure arises from any Act of God, war, strike, lockout or other labour dispute, riot, civil commotion, fire, lightning, flood, drought, legislation or other causes beyond the control of the party concerned.

FINANCE AND CREDIT

1. The Customer hereby consents to and shall procure that its owners, directors, officers and assigns consent to, the Company carrying out searches with credit reference agencies relating to the credit worthiness of the Customer and/or its owners, directors, officers and assigns and the Customer undertakes to supply and procure the supply of all information requested for a credit search with a credit reference agency, who will add to the Customer's records and/or those records of its directors, officers and assigns details of the searches and these will be seen by other organizations that makes searches.

2. It is agreed that where The Customer approaches a finance provider to arrange finance for the purchase of Equipment when The Company acts as an agent for The Customer and not for the finance provider.

3. The Customer undertakes to supply all information requested by the selected finance provider(s) who will register searches with one or more credit agencies, who will add to the person's records details of the searches and these will be seen by other organizations that makes searches.

4. In the event that The Company is unable to obtain finance on the terms originally proposed or on other terms acceptable to The Customer then The Company shall return the deposit received from the Customer without further liability to the Customer.

5. Where third party indemnities are required by the finance provider failure to provide such indemnities shall constitute a breach of these conditions and shall entitle The Company to retain any deposit paid by The Customer.

6. After delivery and installation (where applicable) is completed any failure by the Customer to complete the finance agreement documentation and commence payment in accordance with the terms of the finance agreement shall render the Customer liable to pay to The Company the whole of the price (plus VAT) as stated on the order form within seven (7) days of presentation of an invoice.