

Talk Together

VOICE AND DATA SPECIALISTS

Talk Together (Wales) Limited **Terms & Conditions**

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms and expressions shall have the following meanings unless the context otherwise requires:

“Affiliate” means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);

“Agreement” means this agreement between the Customer and TALK TOGETHER recorded in the documents described in clause 28 of these General Conditions;

“Charges” means the monies payable by the Customer to TALK TOGETHER under this Agreement, including Rental Charges, as set out in the Commercial Schedule, the relevant Service Schedule and on the TALK TOGETHER Website (as amended from time to time in accordance with the terms of this Agreement);

“Commencement Date” means the date upon which this Agreement has been signed by the Customer;

“Commercial Schedule” means the document or documents entitled Commercial Schedule, which set out the Charges associated with a particular Service, all of which shall form part of this Agreement;

“Confidential Information” means proprietary information and/or any information obtained from the other party in connection with this Agreement (including for the avoidance of doubt details of

the Customer's employees) which is: (i) reasonably identified by either party as commercially sensitive or confidential; (ii) obviously confidential in nature; or (iii) given in circumstances giving rise to an obligation of confidence;

"Customer" has the meaning set out in front of this Agreement in the section entitled "Your Agreement";

"Customer Employee" means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer or any Third Party to provide a Service or services similar to a Service or any part of a Service;

"Customer Request Form" means a document which can be submitted electronically or manually by a Customer to TALK TOGETHER containing the detailed information necessary to fulfil a Customer's order for Services, in the form notified by TALK TOGETHER to the Customer from time to time;

"Customer Service Charter" means TALK TOGETHER's standard customer service charter as amended by TALK TOGETHER from time to time and which is non-binding; "Employee Liability Information" shall have the meaning ascribed to it in the TUPE Regulations, as amended from time to time;

"End User Licensed Software" means any software, the licence terms of which are governed by a separate agreement with the licensor of such software, typically by means of a "click wrap" or "shrink wrap" licence agreement;

"Equipment" means equipment purchased by the Customer from TALK TOGETHER under this Agreement which may be used in the provision of the Services, as detailed in the Commercial Schedule, quotation, order form or other document agreed between the parties from time to time;

"General Conditions" means this document entitled "General Conditions for Business Customers";

"Incident" means any reported event which is not part of the standard operation of a Service and which causes disruption to or a reduction in the quality of such Service;

"Internet" means the global data network comprising interconnected networks using the TCP/IP protocol suite;

"Minimum Holding" means the minimum number of instances of a Service (e.g. lines) which must remain connected to a particular Service as specified in the Commercial Schedule or Service Schedule;

“Minimum Holding Charge” means, in relation to a particular Service, the Charges payable for that Service for a failure to reach and maintain the Minimum Holding(s), as specified in the Commercial Schedule;

“Minimum Holding Period” means, in relation to a particular Service, the number of months from the Service Commencement Date within which the Customer is required to connect the Minimum Holding(s), as specified in the Commercial Schedule or Service Schedule;

“Minimum Period” means the minimum number of months a particular Service or instance of a Service must be in operation for which, unless specified otherwise in any Terms, a Service Schedule or the Commercial Schedule, shall be 12 months from the Service Commencement Date;

“Minimum Spend” means the minimum total expenditure which must be incurred by the Customer prior to the expiry of the Minimum Term, in relation to all or a particular Service or Services, as set out in the Commercial Schedule(s) or Service Schedule, and excludes any Equipment Charges or other line items, unless specified in the Commercial Schedule;

“Minimum Term” means the initial period of this Agreement as specified in the Commercial Schedule and if not specified shall be the period from the Commencement Date until the expiry of the last Minimum Period;

“Network” means the TALK TOGETHER network and the network of any Third Party used by TALK TOGETHER to supply the Services, as applicable;

“TALK TOGETHER” means Talk Together (Wales) Limited as set out in front of this Agreement in the section entitled “Your Agreement” ;

“TALK TOGETHER Employee” means any employee or other staff of TALK TOGETHER or a TALK TOGETHER Affiliate or any employee or other staff of any direct or indirect sub-contractor or supplier of TALK TOGETHER or a TALK TOGETHER Affiliate who provides the Services on behalf of TALK TOGETHER;

“TALK TOGETHER Representative” means a representative of TALK TOGETHER and which includes a representative of TALK TOGETHER’s suppliers;

“TALK TOGETHER Website” means www.talktogether.com;

“RPI Rate” means the “RPI Percentage change over 12 months: monthly rate” announced by the Office for National Statistics in the February preceding an RPI Change;

“Rental Charge(s)” means the monthly non-usage dependent part of the Charges for the Services, as specified in the Commercial Schedule;

“Replacement Services” means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than TALK TOGETHER following the termination of this Agreement (or the relevant part of this Agreement) or the termination of any or all of the Services;

“Service(s)” means the service(s) identified in the Commercial Schedule(s) and provided by TALK TOGETHER as such service(s) are described in the Terms, Service Schedules and/or Commercial Schedule as applicable and any other services agreed by the parties from time to time;

“Service Commencement Date” in respect of a Service or a particular instance of a Service means the date on which that particular Service or particular instance of a Service is first provided to the Customer, or as otherwise explicitly set out in this Agreement;

“Services Provider” means a provider of telecommunications services or other services similar to the Services, including TALK TOGETHER or a TALK TOGETHER Affiliate or any direct or indirect supplier of TALK TOGETHER or a TALK TOGETHER Affiliate;

“Service Schedule” means the document entitled “Service Schedule” containing additional terms relating to a particular Service which schedule shall form part of this Agreement;

"Service Transfer" means the transfer of a Service (or any part of a Service) that had been provided pursuant to this Agreement (as a result of termination of this Agreement or otherwise);

“Site” means (where applicable) a physical location at which any Equipment shall be located and/or at or to which a Service shall be provided;

“Software” means any software, excluding End User Licensed Software, supplied to the Customer by TALK TOGETHER under this Agreement and includes all other software identified in this Agreement as “Software”;

“Successor Supplier” means any entity (including the Customer where relevant) which provides the Replacement Services;

“Target Delivery Date” in respect of a Service means the date for the commencement of the provision of the relevant Service as specified by TALK TOGETHER;

“Termination Fee” in respect of a Service, means the termination fee set out in the Commercial Schedule, and if not otherwise specified, means: the monthly Rental Charge for each instance of a Service multiplied by the remaining number of part or whole months in the Minimum Period for each instance of that Service; and the Minimum Holding Charge; and any shortfall between the actual Charges paid by the Customer and the Minimum Spend;

“Term” means the term of this Agreement as set out in clause 2.1 of these General Conditions;

“Terms” means documents entitled “Terms” containing additional terms relating to particular Services or Equipment which shall form part of this Agreement;

“Third Party” means a person, company or entity other than TALK TOGETHER or the Customer;

“TUPE Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or extended from time to time); “User” means Customer Employees, subcontractors, agents or anyone else who is permitted by the Customer to use the Service; and

“Working Day” means Monday to Friday (excluding UK bank and public holidays).

1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.

1.3 References in this Agreement to any statute or statutory instrument shall include any re-enactment, modifications or amendments thereto for the time being in force. 1.4 References to clauses, sub-clauses, paragraphs, Terms and Service Schedules refer, unless otherwise stated, to clauses and sub-clauses of, and schedules to, this Agreement, and paragraphs to the Service Schedules.

1.5 Unless the context otherwise requires, the singular shall include the plural and vice versa.

1.6 Any obligation (including an obligation to “procure” or “ensure”) assumed by an obligor under this Agreement takes effect as a primary obligation.

1.7 References in this Agreement to a Service shall include any instance of such Service as applicable (for example, reference to a landline Service shall include both all landline Services provided to the

Customer and/or each individual landline, as the context requires. Where a term or acronym appears in capital letters and is not specifically defined in this Agreement it shall have its industry standard meaning as would be reasonably understood by a customer or supplier of telecommunications or information technology services.

2 COMMENCEMENT AND TERM

This Agreement shall commence on the Commencement Date and shall continue for the Minimum Term and thereafter until the last remaining Service is terminated in accordance with this Agreement.

3 SUPPLY OF SERVICES AND/OR EQUIPMENT

3.1 In consideration of the Customer paying the Charges and fulfilling all its commitments as set out in this Agreement, TALK TOGETHER shall supply the Services and Equipment as applicable in accordance with the terms of the Agreement.

3.2 TALK TOGETHER shall commence supplying a Service on the relevant Service Commencement Date and shall supply those Services for the relevant Minimum Period and thereafter until terminated by either party in accordance with the provisions of this Agreement.

4 TALK TOGETHER OBLIGATIONS

4.1 TALK TOGETHER will supply the Services with the reasonable skill and care of a competent telecommunications service provider.

4.2 TALK TOGETHER does not guarantee that the Services will be continuously available and/or fault-free. The Customer acknowledges that faults may occur from time to time, provided that any specific availability or service levels agreed between the parties or as set out in a Service Schedule will take precedence.

4.3 TALK TOGETHER will use reasonable endeavours to provide the Services subject to technical and commercial feasibility.

4.4 TALK TOGETHER shall be entitled to change the way it provides a Service, provided that any change to the way it provides such Service does not materially impact the ability of TALK TOGETHER to provide the Service to the Customer.

4.5 TALK TOGETHER shall use reasonable endeavours to provide the Services and Equipment within any time periods and/or by any date indicated to the Customer, but all time periods and dates (including the Target Delivery Date) are estimates and except where explicitly stated TALK TOGETHER shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

5 THE CHARGES

5.1 The Charges for Services and Equipment detailed in the Commercial Schedule(s) are available subject to the Customer fulfilling all of its commitments as set out in this Agreement, including but not limited to: a) paying the Charges in accordance with this Agreement; and b) achieving any applicable Minimum Spend, Minimum Holding and/or Minimum Period.

5.2 The Customer shall pay the Charges for: a) each Service provided by TALK TOGETHER (whether or not the Service is used by the Customer); b) where applicable, the Equipment; and c) any other products or services agreed between the parties from time to time, in accordance with this clause 5.

5.3 Most Charges are set out in the Commercial Schedule(s). Where a Charge is not set out in the Commercial Schedule, the Charge shall be as set out on the TALK TOGETHER Website at the time the Equipment, Service or other agreed product or service was supplied; or b) as notified to the Customer by TALK TOGETHER (including in a Service Schedule).

5.4 Usage based Charges shall be based upon data recorded by or on behalf of TALK TOGETHER.

5.5 The Charges are exclusive of value added tax which will be charged at the prevailing rate.

5.6 TALK TOGETHER will increase or decrease Rental Charges each year by the RPI Rate (an "RPI Change"). TALK TOGETHER will publish the relevant RPI Rate on the TALK TOGETHER Website as soon as it becomes available

6 INVOICING AND PAYMENT

6.1 Unless otherwise agreed with the Customer, TALK TOGETHER may issue to the Customer on a monthly basis in relation to Services and on delivery in relation to Equipment one or more invoice(s) which shall set out the Charges due in accordance with this Agreement.

6.2 Unless otherwise stated in the Commercial Schedule, the Customer shall pay: a) monthly, quarterly or annually (as applicable) in advance for Rental Charges and other recurring Charges (including inclusive usage Charges); and b) monthly, quarterly or annually (as applicable) in arrears for usage (excluding inclusive usage Charges), connection and other non-recurring Charges.

6.3 If the parties agree that payments of the Charges to TALK TOGETHER are to be made by credit card and if payments of such Charges are not made on the due date, TALK TOGETHER is authorised to debit the Customer's nominated credit card company with all Charges due and payable to TALK TOGETHER.

6.4 The Customer shall pay each invoice issued by TALK TOGETHER under this Agreement (including any invoice relating to Termination Fees) within 30 days of the date of invoice. The invoice shall be deemed paid once TALK TOGETHER receives such payment as cleared funds in its nominated bank account.

6.5 The Customer shall pay the Charges (including any Termination Fees) in full without any deduction or set off.

6.6 TALK TOGETHER may, without prejudice to any other rights it may have, set off any liability of the Customer to TALK TOGETHER against any liability of TALK TOGETHER to the Customer.

6.7 Without prejudice to any other rights of TALK TOGETHER, in the event of the Customer failing to pay any sums due to TALK TOGETHER on time or at all, notwithstanding notification by TALK TOGETHER of the overdue debt to the Customer, TALK TOGETHER shall be entitled to: a) charge

interest (both before and after any judgment) on amounts overdue from the Customer under this Agreement from the due date until the payment is actually made at the rate of 6% per annum over the base rate of the Bank Of England for the time being during the relevant period; and b) suspend the provision of the relevant Service(s) with as much prior notice as TALK TOGETHER considers to be reasonably practicable, until such time as all payments due including all interest accrued has been paid and satisfied in full.

6.8 If TALK TOGETHER and the Customer agree in writing that TALK TOGETHER will issue individual invoices for certain Services for all or some of the Customer's Users, the Customer will ensure that each User pays TALK TOGETHER within 30 days of the invoice date by direct debit or BACS. Such Users must update TALK TOGETHER with new bank account details should they change.

6.9 To avoid doubt, the Customer remains liable to TALK TOGETHER for all Charges whether or not invoiced to Users in accordance with clause 6.8. If Users do not pay their individual invoices within 30 days of the invoice date, the Customer must pay them within 7 days thereafter.

6.10 If the Customer, in breach of clause 6.7, does not ensure that all Users pay by direct debit or BACS, TALK TOGETHER may charge the Customer for the additional cost of processing non-electronic payments from Users.

6.11 Prior to TALK TOGETHER's acceptance of a Customer's application for Services and/or following any credit check described in clause 30 of these General Conditions, TALK TOGETHER reserves the right to set a credit limit on the Charges that can be accrued under this Agreement and TALK TOGETHER can review any such credit limit at any time.

6.12 TALK TOGETHER may require from the Customer a deposit as security for payment of Charges. The Customer may request the return of any deposit paid at the expiry of each 12 month period after the deposit was taken but the decision to return any deposit prior to termination of the Agreement will be at the discretion of TALK TOGETHER.

7 NEW SERVICES

7.1 The Customer may request new services on the terms set out on the TALK TOGETHER Website by placing a new service order under this Agreement. TALK TOGETHER shall be entitled to accept or reject a new service order. Once a new service order is accepted by TALK TOGETHER: a) the new Service shall be deemed added to the Agreement (including for the avoidance of doubt, the terms of the TALK TOGETHER Website applicable to the Service as well as any applicable Service Schedule(s)); and b) TALK TOGETHER shall supply to the Customer the Services requested in that new service order on the terms and conditions of this Agreement and any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing orders shall be ineffective. New services on bespoke terms

7.2 The Customer may request a new service at any time on terms other than those set out on the TALK TOGETHER Website. In the event that TALK TOGETHER and the Customer agree the terms that would apply to such new services, those terms will be added to this Agreement by execution of a formal variation.

8 CUSTOMER OBLIGATIONS

8.1 The Customer shall and shall procure that Users (or anyone having access to the Services), shall: a) comply with any reasonable instructions from TALK TOGETHER and with any health and safety, security, use of Network and fair usage policies as may be implemented and/or amended from time to time relating to the use of the Services and/or Equipment; b) not use the Services and/or Equipment in a manner which damages the reputation of TALK TOGETHER or TALK TOGETHER's suppliers, is inconsistent with a reasonable customer's good faith use of the Services and/or Equipment (including spamming and the sending of unsolicited advertising or promotional material), and/or adversely affects the provision of the Services and/or Equipment to other customers; c) not use the Services and/or Equipment fraudulently or in connection with a criminal offence; d) not use the Services and/or Equipment in a way that contravenes any Third Party's rights or any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority; e) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or Equipment; f) notify TALK TOGETHER of any methods of doing business which may affect the Customer's use of the Services and/or Equipment or the Customer's ability to comply with the terms of this Agreement; and g) comply with all applicable laws and regulatory provisions.

8.2 Subject to clause 10 of these General Conditions, the Customer agrees that it is procuring the Services solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect of the Services.

8.3 The Customer shall provide TALK TOGETHER with any and all information and/or assistance that TALK TOGETHER may require in order to perform the Services. The Customer shall ensure the information is complete and accurate. TALK TOGETHER shall not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a result of the Customer's failure to provide TALK TOGETHER with the required information and/or assistance. The Customer shall reimburse TALK TOGETHER for any administrative charges that it incurs as a result of information that it receives in accordance with this clause 8.3 that is incomplete or inaccurate.

8.4 The Customer shall notify TALK TOGETHER immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services. 8.5 The Customer agrees and acknowledges that TALK TOGETHER and/or a supplier of TALK TOGETHER may monitor and record calls or other communications including in relation to TALK TOGETHER's customer services.

8.6 The Customer acknowledges that some of the Services enable access to the Internet and that use of the Internet is solely at the Customer's risk and subject to all applicable laws. TALK TOGETHER has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the Internet.

8.7 The Customer warrants to TALK TOGETHER that it will take all reasonable steps (including testing with up-to-date commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by TALK TOGETHER under this Agreement is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

9 ANTI-BRIBERY AND CORRUPTION

9.1 In addition to and without prejudice to clause 8.1g) of these General Conditions, TALK TOGETHER and the Customer each agree and undertake to the other that in connection with this Agreement

and the transactions contemplated by this Agreement, they will each respectively comply with all applicable laws, rules, regulations of the United Kingdom relating to anti-bribery and anti-money laundering.

9.2 In the event that TALK TOGETHER or the Customer (as applicable) (the “Enquirer”) has any basis for a good faith belief that the other party may not be in compliance with the undertakings and/or requirements set out in clause 9.1 of these General Conditions, the Enquirer shall advise the other party in writing and the other party shall co-operate fully with any and all enquiries undertaken by or on behalf of the Enquirer in connection therewith, including by making available the other party’s relevant personnel and supporting documents if reasonably deemed necessary by the Enquirer.

9.3 Any breach by a party of this clause 9 of these General Conditions shall be deemed to be a material breach of this Agreement not capable of remedy for the purposes of clause 13.6a) of these General Conditions.

10 CUSTOMER AFFILIATES

10.1 TALK TOGETHER acknowledges that the Customer may permit a Customer Affiliate to use the Services and Equipment supplied by TALK TOGETHER to the Customer under this Agreement. The Customer will procure that its Affiliates and all Users are aware of and comply with the terms of this Agreement. The Customer shall be liable to TALK TOGETHER for any and all: a) claims, losses and expenses suffered or incurred by TALK TOGETHER as a result of a breach of a term of this Agreement resulting from a User’s use of the Services and/or Equipment; and b) losses, costs and expenses resulting from any claims against TALK TOGETHER made by any of the Customer’s Affiliates or Users (or any other Third Party whom the Customer has permitted to use a Service and/or Equipment) to the extent that such claims exceed the financial caps and other limitations on liability as set out in this Agreement.

10.2 The foregoing liabilities shall remain in full force and effect notwithstanding any termination of this Agreement.

11 VARIATIONS TO THE AGREEMENT

11.1 TALK TOGETHER reserves the right from time to time to vary the Agreement as explicitly stated in this Agreement, including as follows: a) Subject to clause 5.3a) of these General Conditions, TALK TOGETHER shall be entitled to vary the Customer Service Charter and/or the TALK TOGETHER Website. For variations to the Charges set out on the TALK TOGETHER Website, such variations shall be published at <http://www.talktogether.com> at least 28 days before such changes come into effect or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable; and b) TALK TOGETHER shall be entitled to vary the provisions of this Agreement (including for the avoidance of doubt, the Charges subject to clause 13.3 of these General Conditions). TALK TOGETHER will provide to the Customer 28 days’ notice in writing of any such variation or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable.

12 SUSPENSION

Planned Outages

12.1 TALK TOGETHER may, from time to time, upon reasonable notice where practicable, suspend the Services during any modification or maintenance of the Network and, unless specifically agreed with the Customer, shall have no liability in relation to such suspension.

Unplanned Outages

12.2 TALK TOGETHER may, from time to time and without notice or liability to the Customer, suspend the Services during any technical failure of the Network because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's or Users' own security.

12.3 TALK TOGETHER shall use reasonable endeavours to restore the Services suspended in accordance with clause 12.1 or 12.2 of these General Conditions as soon as reasonably practicable.

12.4 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from the circumstances described in clause 12.1 or 12.2 of these General Conditions.

Actions of the Customer

12.5 TALK TOGETHER may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice in any of the following circumstances: a) if the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or b) if the Customer allows anything to be done which in TALK TOGETHER's reasonable opinion may have the effect of jeopardising the operation of the Services or Network if applicable, or if the Services are being used in a manner prejudicial to the interests of TALK TOGETHER and/or a supplier of TALK TOGETHER.

12.6 If TALK TOGETHER has suspended the Services in accordance with clause 12.5 of these General Conditions, TALK TOGETHER shall restore the Services when the circumstance described in clause 12.5 of these General Conditions is remedied

12.7 The Customer shall remain liable for: a) all Charges levied in accordance with this Agreement during any period of suspension; and b) all reasonable costs and expenses incurred by TALK TOGETHER in the implementation of such suspension or disconnection, where such suspension or disconnection arises from the circumstances described in clause 12.5 of these General Conditions.
Actions of TALK TOGETHER's suppliers

12.8 TALK TOGETHER may, without prejudice to its other rights hereunder, suspend or terminate a Service if a TALK TOGETHER supplier suspends, terminates or lets expire the provision of services to TALK TOGETHER which TALK TOGETHER requires to provide such Service and for which TALK TOGETHER is unable to find a replacement supplier, having used its reasonable endeavours. TALK TOGETHER will provide as much notice as is reasonably possible. Actions by regulators

12.9 TALK TOGETHER may, where requested by or on behalf of a regulatory body (including because of fraud or misuse) or required to do so by law, suspend any Services provided under this Agreement.

13 TERMINATION

Termination for convenience

13.1 The Customer may terminate this Agreement (in whole or in relation to a particular Service) by: a) providing to TALK TOGETHER 30 Working Days' notice in writing; and b) paying TALK TOGETHER the applicable Termination Fees in respect of the Service or Services being terminated. For the avoidance of doubt, Termination Fees may be payable in accordance with the Service Schedule or Commercial Schedule if the Customer terminates an order for Services prior to the Service Commencement Date, prior to the expiry of any applicable Minimum Period; during the Minimum Term; and/or before any applicable Minimum Holding or Minimum Spend has been achieved. 13.2 Unless specified otherwise in a Service Schedule or the Commercial Schedule and without prejudice to any other TALK TOGETHER's rights to terminate this Agreement, TALK TOGETHER may terminate this Agreement (in whole or in relation to a particular Service) by providing to the Customer 30 days' notice and, in this event, the Customer shall not be liable for any Termination Fees.

Termination resulting from changes to the Agreement

13.3 Subject to clause 13.4 of these General Conditions, the Customer shall be entitled to terminate any individual Service by providing 30 days' notice in writing if: a) TALK TOGETHER increases the prices set out on the TALK TOGETHER Website and/or the Charges in respect of that specific Service pursuant to clause 11 of these General Conditions and that increase is to the material disadvantage of the Customer; or b) TALK TOGETHER substantially varies the terms of this Agreement that relate to that specific Service pursuant to clause 11 of these General Conditions and that variation is to the Customer's material disadvantage, provided that such notice is provided to TALK TOGETHER within 30 days of the date that the change is notified to the Customer. For the avoidance of doubt, any price or Charges increases that would not have increased the Customer's immediately previous monthly total bill for that specific Service (if the increase(s) had applied for the whole of that month) by more than the greater of: (i) the Retail Price Index (RPI); or (ii) the Consumer Price Index (CPI) annual inflation rate at the date TALK TOGETHER notifies the Customer of the applicable price increase; or (iii) 10%, shall not constitute a material disadvantage to the Customer under this clause 13.3.

13.4 The right to terminate a Service in clause 13.3 above shall not apply where the increases in prices or Charges or the variation of the terms of the Agreement have been agreed by the Customer (including an RPI Change) and/or arise as a consequence of a change in prices, terms or otherwise made by Third Party manufacturers, Third Party suppliers or a regulatory body.

13.5 Termination of a Service in accordance with clause 13.3 of these General Conditions will not affect the Customer's requirement to pay the Charges relating to that Service incurred prior to the date of termination, but, in this event, the Customer shall not be liable for any Termination Fees.

Termination for cause

13.6 The Customer may terminate this Agreement by providing to TALK TOGETHER 30 days' notice in writing in the event that TALK TOGETHER: a) has committed a material breach of this Agreement that is incapable of remedy; or b) has committed a material breach of this Agreement that is capable

of remedy and TALK TOGETHER has failed to remedy that breach within 30 days of the Customer supplying written notice specifying the breach and requiring its remedy.

13.7 TALK TOGETHER may terminate this Agreement (in whole or in relation to a particular Service) by providing 30 days' notice in writing: a) in the event that the Customer has committed a material breach of this Agreement that is incapable of remedy; b) in the event that the Customer has committed a material breach of this Agreement that is capable of remedy and the Customer has failed to remedy that breach within 30 days of TALK TOGETHER supplying written notice specifying the breach and requiring its remedy; or c) if any of the events described in clauses 8.1c), 8.1d), 8.1g) and/or 12.5b) of these General Conditions occurs.

Insolvency

13.8 A party to this Agreement may terminate this Agreement by providing 30 days' notice in writing in the event that bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation. Consequences of termination 13.9 If this Agreement is terminated and the Customer wishes to transfer to another service provider, TALK TOGETHER will provide reasonable assistance to the Customer in respect of the transfer of the Customer's service in accordance with standard telecommunications industry practice. 13.10 Termination or expiry of this Agreement for whatever reason shall not affect: a) the rights and obligations of the parties which have accrued prior to such termination or expiry; or b) any provisions of this Agreement which are of a continuing nature and any other provisions of this Agreement necessary for their interpretation or enforcement. 13.11 On termination or expiry of this Agreement (in whole or in relation to a particular Service): a) any sums properly due from one party to the other will become immediately due and payable (including Charges for the Service(s) up to the date of termination, Termination Fees relating to the Service(s) and/or Charges for any costs incurred by TALK TOGETHER in relation to Equipment or Services ordered by the Customer but yet to be supplied by TALK TOGETHER); b) the Customer shall cease using the Service(s); and c) each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other relating to the Service(s) which is in its custody or control or will destroy such Confidential Information and certify such destruction to the other party.

14 EQUIPMENT

14.1 The Customer shall comply with any instructions provided by TALK TOGETHER or a TALK TOGETHER Representative from time to time in respect of the Equipment. 14.2 Certain elements of Services are dependent on the Customer using the Equipment. If the Customer does not use the correct Equipment, then the Services may not function correctly; b) TALK TOGETHER may choose not to provide the Customer with the relevant Services; and c) TALK TOGETHER shall have no liability for the Customer's inability to receive those Services and the Customer remains liable for the relevant Charges.

15 INTELLECTUAL PROPERTY

15.1 All intellectual property rights in the Software, Equipment associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the Software, Equipment or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, Equipment or associated documents and all parts thereof, directly against the Customer.

15.2 Unless otherwise specified in this Agreement, all intellectual property developed in the provision of any Service will vest in TALK TOGETHER or its licensors. TALK TOGETHER may use know-how acquired, principles learned or developed or experience gained during the performance of any Service, to perform work for other customers.

15.3 All information or materials exchanged between TALK TOGETHER and the Customer in connection with the Agreement, together with the copyright therein, will remain the property of TALK TOGETHER, TALK TOGETHER's suppliers or the Customer as applicable and will be returned to the owning party on termination of the Agreement, if requested by such party.

15.4 TALK TOGETHER grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any Software and the Equipment provided by TALK TOGETHER or its suppliers solely in the United Kingdom in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Software (or any part of the Software), unless expressly permitted to do so by TALK TOGETHER or by relevant law. This licence will terminate on the termination of this Agreement (or any relevant part of this Agreement).

15.5 TALK TOGETHER grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of this Agreement (in whole or in relation to a particular Service(s)) to use any information or materials provided by TALK TOGETHER to the Customer under this Agreement to the extent necessary for the Customer to receive the benefit of the Service(s). The Customer must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by TALK TOGETHER or relevant law.

15.6 In the event that the Customer is subject to a claim by a Third Party in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its normal use or possession of the Equipment, Software, information or materials provided by TALK TOGETHER then TALK TOGETHER will indemnify the Customer in relation to sums awarded or paid in settlement for such claim provided that the Customer promptly notifies TALK TOGETHER of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows TALK TOGETHER or its licensor to conduct all negotiations and proceedings (providing TALK TOGETHER or its licensor with all reasonable assistance) and allows TALK TOGETHER at TALK TOGETHER's own discretion and expense to modify or replace the Equipment, Software, information or materials so as to avoid any continuing infringement. This indemnity does not apply to any such infringements caused by the Customer's own breach of the terms of this Agreement or the operation or use of the Equipment, Software, information or materials in conjunction with other equipment and software or Services not supplied by TALK TOGETHER pursuant to this Agreement in which event the Customer shall indemnify TALK TOGETHER in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.

15.7 The Customer will not be entitled to and agrees not to: a) use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of TALK TOGETHER (or any of its suppliers) or any part thereof so that any person might reasonably import a connection between those goods or services and TALK TOGETHER (or any of its suppliers) or any part thereof; register or attempt to register as a trade mark anything referred to in clause 15.7a) of these General Conditions; and/or c) authorise any Third Party to do anything referred to in clause 15.7a) of these General Conditions. The Customer further agrees not to infringe any copyright, or registered or unregistered trademark rights belonging to any Third Party in respect of any Equipment. End User Licensed Software

15.8 The Customer recognises that the Services may be dependent upon End-User Licensed Software (e.g. click-through licences) and if the Customer does not accept the licence terms relating to any End-User Licensed Software, TALK TOGETHER shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End-User Licensed Software.

15.9 Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.

15.10 The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials as agreed between the relevant Third Party and TALK TOGETHER.

16 CONFIDENTIALITY

16.1 Neither party will divulge Confidential Information to any Third Party except such of its employees, contractors, suppliers and agents as may need to know the same for the purposes of the implementation and/or performance of this Agreement and in each case who agree to be bound by the provisions of this clause 16.1.

16.2 The obligation of confidence set out in clause 16.1 of these General Conditions shall not apply to any material or information which is: a) in the public domain (other than as a result of a breach of this Agreement); b) already known to the receiving party prior to the Commencement Date; c) lawfully received from a Third Party; or d) required to be disclosed pursuant to the order of a court or other tribunal or regulatory authority of competent jurisdiction.

16.3 The obligation of confidence set out in this clause 16 shall apply in the period commencing on the Commencement Date and ending three years after the termination or expiry of this Agreement.

17 LIMITATION OF LIABILITY

17.1 This clause 17 of these General Conditions sets out each party's entire liability (including any liability for the acts and omissions of each party's employees, agents or sub-contractors) to the other party in tort, contract or otherwise, arising out of or in connection with the performance or contemplated performance or non-performance of this Agreement.

17.2 Subject to clauses 17.4 and 17.5 of these General Conditions, neither party shall be liable to the other in respect of any matter arising out of or in connection with this Agreement in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill, business interruption, from wasted expenditure or any loss or corruption of data, or for any indirect or consequential loss or damage whatsoever.

17.3 Subject to clauses 17.2, 17.4 and 17.5 of these General Conditions, TALK TOGETHER's aggregate liability of any sort resulting from breach of contract or negligence, under any indemnity or otherwise arising in connection with this Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall be limited in respect of all claims arising in a Year ("Relevant Year") to the greater of: a) the sum of £50,000; or an amount equal to the Annual Agreement Value, where the "Annual Agreement Value" means the total Charges paid or payable by the Customer in the Year prior to the Relevant Year (or where a claim arises during the first Year of this Agreement, the Charges paid or payable up to the date on which the Customer's right to take action in respect of the claim arose and subject always to TALK TOGETHER's aggregate liability for claims in the first Year being no greater than the total Charges paid or payable by the Customer in the first Year); and "Year" means the first, and each subsequent, consecutive period of 12 months of this Agreement commencing on the Commencement Date.

17.4 Nothing in this Agreement shall exclude or restrict the liability of either party for: a) death or personal injury resulting from that party's negligence; b) claims in respect of the Customer's liability under clause 10 of these General Conditions; c) any and all damage to any equipment belonging to TALK TOGETHER or the Network caused by the Customer's breach of this Agreement; d) breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979; or e) fraud or fraudulent misrepresentation.

17.5 Nothing in this Agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law.

17.6 Nothing in this clause 17 shall apply to the payment of the Charges.

17.7 Subject to clauses 17.4 and 17.5 of these General Conditions, the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law. 17.8 The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the Agreement between TALK TOGETHER and the Customer. TALK TOGETHER would not be able to provide the Services and/or Equipment on an economic basis without such limitations. Liability for third parties 17.9 TALK TOGETHER shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by TALK TOGETHER as subcontractors or assignees in respect of the performance of TALK TOGETHER's obligations under this Agreement.

18 ASSIGNMENT

18.1 The Customer shall not assign or transfer this Agreement to any Third Party, provided that the Customer may assign or transfer this agreement to a Customer Affiliate with the prior written consent of TALK TOGETHER (such consent not to be unreasonably withheld or delayed).

18.2 TALK TOGETHER may assign or transfer this Agreement to any Affiliate and may subcontract the performance of all or part of the same, provided that TALK TOGETHER shall remain liable for the acts and omissions of its subcontractors.

19 ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.

19.2 Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause 19.2 shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

20 INVALIDITY

If any of the provisions of this Agreement become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

21 WAIVER

The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

22 DATA PROTECTION

22.1 TALK TOGETHER operates in accordance with the Data Protection Act 1998 ("DPA") as updated or amended from time to time. The Customer agrees that its details, or those of its Users may be used and disclosed by TALK TOGETHER for the purposes of this Agreement and for marketing purposes including informing the Customer and its Users from time to time about other Services or associated technologies. If the Customer or a User does not want its details, or, in the case of the Customer those details of its Users to be used for direct marketing purposes in this way then the Customer should contact the TALK TOGETHER Data Controller at Talk Together (Wales) Limited. The Customer will ensure that its Users have consented to the use of their details in accordance with clause 22.1 of these General Conditions.

22.2 Customer details and that of its Users shall be treated in accordance with TALK TOGETHER's Privacy Policy at [Talk Together.com /termsandconditions/privacy-policy](https://talktogether.com/termsandconditions/privacy-policy). 22.3 To the extent that TALK TOGETHER is required as part of the Services to process Personal Data only as a Data Processor

(each as defined in the DPA), TALK TOGETHER shall: a) process the Personal Data only on behalf of the Customer (or, if so directed by the Customer, Customer Affiliates), for the purposes of performing this Agreement and in accordance with instructions contained in this Agreement or the reasonably practicable instructions received from the Customer from time to time; b) at all times comply with the provisions of the Seventh Data Protection Principle set out in schedule 1 of the DPA and shall take reasonable steps to: i) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; ii) take reasonable steps to ensure the reliability of personnel, suppliers and subcontractors who may process Personal Data.

22.4 TALK TOGETHER may transfer Personal Data in connection with the provision of the Services, including to any subcontractor, and such transfer may be outside the European Economic Area. In such circumstances TALK TOGETHER will: a) take reasonable steps to ensure the reliability of such subcontractors and prior to any such transfer will enter into a written agreement with such subcontractor containing contractual provisions which ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of the Personal Data; and b) comply with the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred.

22.5 The Customer acknowledges that when acting as a Data Processor, TALK TOGETHER is reliant on the Customer for direction as to the extent TALK TOGETHER is entitled to use and process the Personal Data in connection with the Services. Consequently, TALK TOGETHER shall be entitled to relief from liability in circumstances where a data subject makes a claim or complaint with regards to TALK TOGETHER's actions to the extent that such actions result from instructions received from the Customer.

23 MATTERS BEYOND THE PARTIES' REASONABLE CONTROL

23.1 Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

23.2 The Customer agrees that TALK TOGETHER shall have no liability for improper, incorrect or unauthorised use of the Services or Equipment by the Customer or any Third Party.

24 EXPORT CONTROL

24.1 In the event that the Customer proposes to export any Hardware or other equipment supplied by TALK TOGETHER pursuant to this Agreement, the Customer agrees to comply with any applicable export or reexport laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

24.2 In the event that the Customer procures Equipment, the Customer agrees that in entering into this Agreement the Customer accepts the terms of the following end-user undertaking: The

Customer certifies that it is or will be the end-user of the Equipment and further certifies that it shall use the Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice services in order to perform their everyday contractual duties; that the Equipment will not be used for any purpose connected with explosives, chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Equipment, or any replica of it, will not be used in any nuclear explosive activity or un-safeguarded nuclear fuel cycle activity.

25 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties and nothing in this Agreement shall be construed to appoint one party as the distributor, dealer or agent of the other.

26 NOTICES

Any notice or other communication required or permitted under this Agreement to be given in writing shall be given in writing to the address of the recipient stipulated herein or as notified from time to time and will be deemed to have been given or made: when delivered personally; or, if properly addressed and posted by first class mail in the United Kingdom within two Working Days of posting; or, if sent by facsimile upon being sent; or, if sent by e-mail or other electronic means at the time of transmission provided the sender can provide proof the notice was properly addressed.

27 NO THIRD PARTY RIGHTS

Except as otherwise explicitly set out in this Agreement, 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. For the avoidance of doubt, Customer Affiliates shall have no rights to enforce any term of this Agreement.

28 PRIORITY OF DOCUMENTS FORMING THIS AGREEMENT

28.1 This Agreement is recorded in the following documents: a) these General Conditions; b) the Commercial Schedule; c) the applicable Terms; d) the applicable Service Schedule(s) or quotation; e) any other document incorporated by reference in Terms or Service Schedules; and the TALK TOGETHER Website.

28.2 In the event of any conflict between provisions of the documents making up this Agreement, the order of precedence shall be as set out in clause 28.1 of these General Conditions (in order of decreasing precedence) unless explicitly stated otherwise.

29 TUPE

29.1 The Customer warrants that it has taken all reasonable steps to verify and, following such investigation, has no grounds to believe that any Customer Employee's employment shall transfer from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations at the commencement of this Agreement, however and whenever such transfer takes effect.

29.2 If, notwithstanding the warranties given by the Customer and/or the intention of the parties stated in clause 29.1 and 29.2 of these General Conditions, either at the commencement of this Agreement or during the term of this Agreement, any Customer Employee claims or it is determined that his contract of employment has been transferred from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations or otherwise or any Customer Employee claims or it is determined that any liability regarding his employment has so transferred then: a) the Services Provider may terminate any such contract forthwith; and b) the Customer shall indemnify and hold harmless the Services Provider against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Services Provider (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).

29.3 TALK TOGETHER warrants that no Services Provider shall bring any claim under the TUPE Regulations arising out of or in connection with any actual or alleged failure of the Customer or any Third Party to provide Employee Liability Information in accordance with the TUPE Regulations.

29.4 TALK TOGETHER will indemnify and keep indemnified the Customer against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) which the Customer or its incumbent supplier may suffer or incur arising out of any breach of clause 29.3 of these General Conditions.

29.5 The parties intend that no TALK TOGETHER Employee's employment shall transfer from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations as a result of the commencement of the provision of the Replacement Services by a Successor Supplier, however and whenever such commencement takes effect.

29.6 If, notwithstanding the intention of the parties stated in clause 29.5 of these General Conditions, as a result of the commencement of the provision of the Replacement Services by the Successor Supplier, any TALK TOGETHER Employee claims or it is determined that his contract of employment has been transferred from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations or otherwise or any TALK TOGETHER Employee claims or it is determined that any liability regarding his employment has so transferred then: a) the Successor Supplier may terminate any such contract forthwith; and b) TALK TOGETHER shall indemnify and hold harmless the Customer against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) incurred or suffered by the Successor Supplier arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Successor Supplier (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).

29.7 The Customer warrants that no Successor Supplier shall bring any claim under the TUPE Regulations arising out of or in connection with any actual or alleged failure of the Services Provider to provide Employee Liability Information in accordance with the TUPE Regulations.

29.8 The Customer will indemnify and keep indemnified TALK TOGETHER against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) which the Services Provider may suffer or incur arising out of any breach of clause 29.7 of these General Conditions.

29.9 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 29 to the extent necessary to ensure that: a) any Services Provider shall have the right to enforce the obligations owed to, and indemnities given to, TALK TOGETHER by the Customer under this clause 29; and b) any Successor Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Customer by TALK TOGETHER under this clause 29, in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

30 CREDIT CHECKS AND FRAUD PREVENTION

30.1 TALK TOGETHER's acceptance of Customer's application for Services, may be subject to TALK TOGETHER checking the following records about the Customer and the Customer's business partners: a) TALK TOGETHER's own records; b) business records at credit reference agencies ("CRAs") including both public (including the electoral register) and fraud prevention information. When CRAs receive a search from TALK TOGETHER they will place a search footprint on the Customer's business credit file that may be seen by other lenders; c) records held by fraud prevention agencies ("FPAs"); and d) if the Customer contact is a director, TALK TOGETHER may seek confirmation, from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.

30.2 TALK TOGETHER may also make checks such as assessing the Customer's application for Services and verifying identities to prevent and detect crime and money laundering. TALK TOGETHER may also make periodic searches at CRAs and FPAs to manage the Customer's TALK TOGETHER account.

30.3 TALK TOGETHER will send information on the Customer's applications, TALK TOGETHER account and how the Customer manages its account to CRAs which may record such information, including information on the Customer's business and its proprietors. The CRAs may create a record of the name and address of the Customer and its proprietors if there is not one already.

30.4 If the Customer does not pay the Charges when they become due and payable, CRAs will record the outstanding debt which shall remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer's whereabouts and recover debts owed by the Customer.

30.5 If the Customer gives TALK TOGETHER false or inaccurate information or TALK TOGETHER suspect or identify fraud or criminal activity TALK TOGETHER will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.

30.6 TALK TOGETHER and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

30.7 Customer data may also be used for other purposes for which the Customer or any User gives its specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

30.8 The Customer can contact the CRAs currently operating in the UK, including CallCredit (Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414); Equifax PLC, (Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US; 0870 010 0583; www.myequifax.co.uk); and Experian (Consumer Help Service, PO Box 8000, Nottingham NG80 7WF; 0844 4818000; www.experian.co.uk). The information they hold may not be the same. They will charge a small statutory fee for access to their Records. Details of the relevant fraud prevention agencies are available from TALK TOGETHER on request.

31 GOVERNING LAW

This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

FIXED SERVICES AND EQUIPMENT

Additional terms and conditions apply to the provision of the Fixed Services and the supply and installation of Equipment.

1 DEFINITIONS In these Fixed Terms, in addition to the terms defined in the General Conditions, the following terms and expressions apply:

“CPE” means Customer premises equipment, being equipment located at a Site, which may include Customer Equipment and Equipment;

“Customer Equipment” means hardware, software, cabling and related facilities provided by the Customer and used by the Customer in relation to a to a Fixed Service;

“Demarcation Point” means the point at which the Service ceases in a network, as may be defined in each Service Schedule;

“Fixed Services” means those Services identified as a “Fixed Service” in the Service Schedules;

“Fixed Terms” means this document entitled “Fixed Terms”;

“Fixed Voice Services” means the Landline Service, telephone systems, ISDN 2 Service and ISDN 30 Service;

“Low Level Design” means the document produced by TALK TOGETHER as part of the installation of the Service that defines the design and other components that make up the Service being provided to the Customer.

“Priority” means the relevant Priority level(s) applicable to a Service as defined in the relevant Service Schedule;

“Purchase Order” means the Customer's order for Services and/or the Customer's written acceptance of TALK TOGETHER's quotation;

“Restoration” means, following an Incident, the restoration of proper functioning of an applicable Fixed Service to the standard which is at least as good as it was prior to the Incident;

“Service Desk” means the point of contact within TALK TOGETHER for Incidents relating to a Fixed Service;

“Service Level” means the service level(s) for the relevant Fixed Service as set out in the applicable Service Schedule;

“Transferring Equipment” means Equipment in relation to which title may transfer to the Customer in accordance with clause 7.1, and which is listed in the Commercial Schedule;

“Working Hours” means, unless otherwise specified, 09.00am – 17.00 pm on Working Days.

2 AVAILABILITY AND ORDERING OF FIXED SERVICES

2.1 TALK TOGETHER will provide the Fixed Services in the Territory.

2.2 Where the Customer wishes to order additional Fixed Services and: a) the pricing for additional Fixed Services is set out in the Commercial Schedule or on the TALK TOGETHER Website, the Customer shall place orders in writing to its TALK TOGETHER account manager, or other point of contact agreed between the parties for this purpose from time to time; or the pricing is not set out in the Commercial Schedule or on the TALK TOGETHER Website and the Fixed Services require a separate quotation, the Customer shall request a quotation in writing from its TALK TOGETHER account manager, or other agreed point of contact between the parties for this purpose from time to time.

2.3 Where a Fixed Service requires a separate quotation under clause 2.2 b) of these Fixed Terms above, the following shall apply: a) the Customer shall supply any information about the nature of its requirement as TALK TOGETHER reasonably requires in order to prepare the quotation; b) where TALK TOGETHER provides the Customer with a quotation, it shall constitute an offer to supply such to the Customer at the prices set out in the quotation and on the terms and conditions of this Agreement (including any additional Service Schedules and other terms referred to in such quotation), which will be open for acceptance by the Customer until the date specified in the quotation; c) if the Customer accepts the offer referred to in clause 2.3 b) of these Fixed Terms, it shall issue a Purchase Order to TALK TOGETHER. Any other standard terms and conditions of supply which may appear on, be attached to, or which may be referred to, in the Purchase Order, will have no effect, will not form part of this Agreement, and this Agreement shall take precedence to the exclusion of any such terms and conditions notwithstanding the terms of such Purchase Order; and d) where the quotation referred to in clause 2.3 b) of these Fixed Terms identifies any additional Customer obligations required for the Customer to use the goods or services which are the subject of the quotation, those obligations (including, for the avoidance of doubt, any additional Service Schedules) shall form part of this Agreement and TALK TOGETHER shall have no liability for any failure to supply those goods and services in the event the Customer fails to comply with such obligations.

2.4 The Customer may request additional Equipment under this Agreement by submitting a Purchase Order in writing.

2.5 TALK TOGETHER's acceptance of an order for Equipment is subject to availability and TALK TOGETHER may reject any Purchase Order submitted by the Customer under clause 2.4 of these Fixed Terms without any liability to the Customer. Once accepted by TALK TOGETHER, the relevant Purchase Order may not be revoked by the Customer.

2.6 TALK TOGETHER reserves the right to add to, substitute, or to discontinue any item of Equipment at any time. TALK TOGETHER does not guarantee the continuing availability of any particular item of Equipment.

2.7 TALK TOGETHER's Representatives are not authorised to make any warranty or representations concerning the Fixed Services unless confirmed by TALK TOGETHER in writing. In ordering Fixed Services pursuant to this Agreement the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

3 CHARGES

3.1 The Charges for Fixed Services may be adjusted as a result of any survey or investigation of the Site carried out by or on behalf of TALK TOGETHER.

3.2 The Charges do not include special delivery costs, nor any levies and taxes payable in respect of the import of the Equipment. Any such costs incurred by TALK TOGETHER shall be separately invoiced by TALK TOGETHER to the Customer.

3.3 Unless otherwise specified, all Charges include travel, accommodation and subsistence expenses of TALK TOGETHER Personnel (including the cost of time spent travelling) incurred in the provision of the relevant Fixed Services.

4 CUSTOMER EQUIPMENT

4.1 The Customer shall ensure that any Customer Equipment is technically compatible with the Network and the relevant Fixed Service including, without limitation, conforming to any interface specifications and/or routing protocols specified by or on behalf of TALK TOGETHER; b) does not harm the Network, or any equipment belonging to TALK TOGETHER or a Third Party; c) is connected to the Network and the relevant Fixed Service strictly in accordance with the instructions of TALK TOGETHER; and d) is used by the Customer strictly in accordance with any legislation, instructions, safety and security procedures, licences and standards.

4.2 If the Customer Equipment does not meet the requirements set out in clause 4.1 of these Fixed Terms, the Customer must immediately disconnect the Customer Equipment from the Network, the Equipment and the Fixed Services. TALK TOGETHER may disconnect the Customer Equipment, at the Customer's expense (providing as much prior notice as reasonably possible to the Customer) in the case of emergency or where the disconnection is required by law.

4.3 Certain elements of the Fixed Services are dependent on the Customer having suitable Customer Equipment available and in the event that the Customer is unable to provide such Customer Equipment, then: a) some of the Fixed Services may not function correctly; and b) TALK TOGETHER shall have no liability for the Customer's inability to receive those Services.

4.4 If the Customer asks TALK TOGETHER to test the Customer Equipment to make sure that it complies with the relevant standards and any licences applicable to the Customer, the Customer must pay TALK TOGETHER the applicable Charges set out in the Commercial Schedule or on the TALK TOGETHER Website.

5 SITE PREPARATION, ACCESS AND INSTALLATION

5.1 Where Fixed Services are provided to a Site, the supply of the Fixed Services and any part of them shall be subject to satisfactory results of any survey or other investigation of the Site carried out by or on behalf of TALK TOGETHER that TALK TOGETHER deems necessary in relation to the Site prior to the supply of the Fixed Services.

5.2 TALK TOGETHER may in its sole discretion determine that it may not be able to provide the relevant Fixed Services to certain Sites and TALK TOGETHER reserves the right to: a) cancel the element of the Fixed Services that cannot be provided and refund any money that the Customer has paid in respect of that element of the Services but continue the provision of the other elements of the Fixed Services; or b) cancel all Fixed Services ordered by the Customer and refund any money that the Customer has paid.

5.3 If Equipment is to be installed at a Site, the Customer shall (at its own expense): a) prior to installation: i) supply TALK TOGETHER with all necessary technical information regarding the Site and the Customer's operating requirements, to allow TALK TOGETHER to plan and arrange for installation; ii) prepare Sites that comply with TALK TOGETHER's reasonable instructions including, without limitation, providing any openings in buildings; iii) provide any electricity and telecommunication connection points reasonably required by TALK TOGETHER to install the Equipment as applicable; and iv) obtain whatever consents or permissions may be necessary for TALK TOGETHER to locate the Equipment on and access the Site, including, but not limited to, permission for any necessary alterations to buildings or premises, permission to cross land or permission to put the Equipment on property, and TALK TOGETHER shall be entitled to charge the

Customer for any additional costs that it incurs as a result of the Customer's failure to prepare a Site as required in this clause 5.3 a) of these Fixed Terms.

5.4 The Customer shall, at all times following a request from TALK TOGETHER, permit an TALK TOGETHER Representative who produces a valid identity card and proof of authorisation from TALK TOGETHER such access to the Sites as is reasonably necessary for TALK TOGETHER to install Equipment, maintain applicable CPE and to carry out its obligations in this Agreement, including access to any utilities and power supplies that an TALK TOGETHER Representative may reasonably require; b) provide a safe working environment for TALK TOGETHER's Representative at the Site and such labour and equipment as TALK TOGETHER may have specified in advance as reasonably required to enable it to perform the installation; c) provide a suitable place and conditions for CPE in accordance with the relevant installation standards including providing continuous mains electricity supply and connecting points and/or all necessary trunking, conduits and cable trays; d) provide internal cabling between any Equipment and Customer Equipment, as appropriate and all such other cabling on the Customer's side of the Demarcation Point as may be necessary to receive the Fixed Service; e) maintain adequate security policies and insurance in relation to the CPE and will provide evidence of such if requested by TALK TOGETHER; f) provide access (both remote and when needed locally) to systems, CPE and/or nominated Customer representatives, as required by TALK TOGETHER in order to deliver the Fixed Services; g) configure and provide access through any Customer firewalls and Customer security devices, as TALK TOGETHER shall reasonably require to enable TALK TOGETHER to perform its obligations under this Agreement, subject to TALK TOGETHER compliance with the Customer's information security policies; and h) ensure that Site plans are accessible to TALK TOGETHER on each visit and that any programming performed by a Third Party is backed up and made available to TALK TOGETHER.

5.5 TALK TOGETHER shall have no liability for any failure in delivering or installing Equipment or maintaining applicable CPE in the event the Customer fails to comply with its obligations in this clause 5.4.

5.6 TALK TOGETHER's normal working hours for Site visits are 0900-1700 on Working Days. If the Customer requests and TALK TOGETHER agrees to work outside of these hours, the Customer must pay additional Charges. TALK TOGETHER will normally only require access to the Site during these working hours, but may, on reasonable notice, require the Customer to provide access at other times.

5.7 The Customer will notify TALK TOGETHER immediately if any limitation to reasonable access to Equipment, other CPE or a Site is likely to occur. TALK TOGETHER may charge the Customer for any costs or expenses incurred as a result of TALK TOGETHER Representatives being unable to access the Site at the agreed time. The Charges may include the payment of Charges for the Services as if they had commenced, irrespective of whether that is the case.

5.8 TALK TOGETHER will not be liable for any breach of this Agreement (including, without limitation, the Service Levels) to the extent that any failure by TALK TOGETHER to perform its obligations is as a result of TALK TOGETHER's Representative not being granted access to any Site by the Customer or a failure of the Customer to fulfil its obligations under this Agreement.

5.9 TALK TOGETHER shall have no liability to the Customer (directly or indirectly) resulting from the connection of the Equipment to any network (other than the Network).

5.10 The Customer and TALK TOGETHER agree to look after each other's equipment on the Site. TALK TOGETHER shall have no liability for faults arising in the Equipment or other CPE or interruption

in the provision of Services caused by failures in the power supply, except where such power supply failure is directly caused by TALK TOGETHER.

5.11 TALK TOGETHER Representatives will observe the Customer's reasonable Site regulations as previously notified in writing to TALK TOGETHER, although TALK TOGETHER will not be liable for any breach of this Agreement arising out of any conflict between any Site regulations and this Agreement.

5.12 TALK TOGETHER Representatives accessing the Customer's Sites will comply with all relevant applicable laws relating to health and safety.

5.13 The Customer is responsible for making the Site good after any work undertaken by TALK TOGETHER at the Site, including putting items back and for redecorating. 5.14 This clause 5 shall continue to apply following termination of the Agreement to the extent required for TALK TOGETHER to disconnect and remove from any Site any Equipment belonging to TALK TOGETHER.

6 DELIVERY, ACCEPTANCE AND RISK

6.1 TALK TOGETHER will deliver the Equipment to the relevant Site address provided that the address is within the Territory. TALK TOGETHER will advise the Customer in good time of any instruction or other information required to enable the Customer to take delivery of the Equipment.

6.2 The Customer shall be deemed to have accepted an item of Equipment immediately after the Customer has taken delivery of the Equipment. Where Equipment is expressly provided on an "as is" or similar basis, TALK TOGETHER shall have no liability for defects other than latent defects which could not have been apparent from a physical inspection of the Hardware.

6.3 Risk in an item of Hardware shall pass to the Customer: a) when that item of Hardware has been delivered, if TALK TOGETHER is to deliver the item of Equipment; or b) if the item of Hardware is to be collected by the Customer, when the Customer takes possession of that Equipment, and the Customer shall not be liable for any loss or damage to the item of Equipment to the extent that such loss or damage is caused by the negligence of TALK TOGETHER or its suppliers.

6.4 Notwithstanding the provisions of clauses 6.1, 6.2, and 6.3, the Customer shall report any misshipments of Equipment (and any related Software) within ten (10) Working Days of delivery.

7 TITLE IN THE EQUIPMENT

7.1 Notwithstanding acceptance and the passage of risk, title to an item of Transferring Equipment shall not pass to the Customer until the Customer has paid the Charges relating to that item of Transferring Equipment in full.

7.2 Until title in the Transferring Equipment has passed to the Customer, the Customer undertakes not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Transferring Equipment in any way and that it shall keep such Transferring Equipment in good working order and insured for its full replacement value allowing for fair wear and tear during the period of use by the Customer.

7.3 If the Customer is in breach of any of the conditions of clause 7.2 of these Fixed Terms prior to the date on which the relevant payment has passed to the Customer; a) TALK TOGETHER (without

prejudice to any other legal remedies it may have, including the right to terminate this Agreement) shall be entitled at any time to enter the Site and remove the Equipment; and b) any proceeds of sale in respect of the Equipment shall be held in a separate account by the Customer as trustee for TALK TOGETHER. 7.4 Where title in the Equipment remains with TALK TOGETHER, the Customer will: a) only use Equipment for the purposes of receiving or using the Services in accordance with this Agreement; b) be responsible for the Equipment when it is on Site and will not move, add to, modify or in any way interfere with the Equipment (including to not remove, tamper with and/or obliterate any words or labels on it), nor allow anyone else (other than someone authorised by TALK TOGETHER) to do so; c) not have the Equipment repaired or serviced except as authorised by TALK TOGETHER; d) keep the Equipment fully insured for risk of loss, theft, destruction, damage and to inform TALK TOGETHER if the Equipment is lost, stolen or damaged; e) not create or allow any charges, liens, pledges or other encumbrances to be created over the Equipment permit TALK TOGETHER, TALK TOGETHER Representatives and/or TALK TOGETHER's suppliers to inspect or test the Equipment at all times on reasonable notice and, following the termination of the Service(s), to recover it; and g) if requested by TALK TOGETHER, return, or arrange for the return of, Equipment to TALK TOGETHER or TALK TOGETHER Representatives strictly in line with TALK TOGETHER's instructions.

8 EQUIPMENT WARRANTIES

8.1 Unless otherwise agreed, Equipment is subject to the manufacturer's warranty and, unless explicitly stated otherwise in this Agreement, TALK TOGETHER does not warrant the performance of the Equipment (or any related Software). TALK TOGETHER will pass the benefit of the manufacturer's warranty to the Customer.

8.2 If the Customer reports a fault during the manufacturer's warranty period and the fault is due to faulty design, manufacture, material or the negligence of TALK TOGETHER or its suppliers, TALK TOGETHER will give all reasonable assistance to the Customer in connection with procuring that the manufacturer will deal with the matter under the terms of its warranty and may replace or (at its option) repair the Equipment provided that: a) the Equipment has been properly kept and maintained, used in accordance with the instructions of the manufacturer, TALK TOGETHER or its supplier and has not been modified except with TALK TOGETHER's written agreement; and b) the fault is not due to damage (including lightning and electrical damage) or the actions of anyone other than TALK TOGETHER.

8.3 The Equipment warranty: a) applies to any Equipment repaired or replaced under this clause, provided that the applicable warranty period shall be the remainder of the original manufacturer's warranty period; but b) does not cover fair wear and tear.

8.4 TALK TOGETHER does not guarantee that any Software supplied as part of the Equipment it will be uninterrupted or error free and TALK TOGETHER is not responsible for fixing any bugs, errors or omissions in the Software. In addition to its obligations set out in clause 16 of the General Conditions, the Customer shall not permit the whole or any part of any Software to be incorporated into any other computer programs.

8.5 TALK TOGETHER shall not be responsible for any pre-existing viruses or any viruses introduced by the Customer to the Equipment (including any related Software).

9 SERVICE LEVELS

9.1 TALK TOGETHER will provide the Fixed Services in accordance with the relevant Service Levels, from the applicable Service Commencement Date.

9.2 The Service Levels set out in a specific Service Schedule apply solely to the Fixed Services covered under that Service Schedule and not any other Services provided under this Agreement.

9.3 In the event that a fixed level of compensation is provided for in relation to a failure to meet a Service Level, such fixed level of compensation will be the sole and exclusive remedy available to the Customer and TALK TOGETHER's sole liability for any failure to meet such Service Level. Where there is no compensation entitlement specified for a failure to meet the Service Level and subject to clauses 18.4 and 18.5 of the General Conditions, TALK TOGETHER has no contractual liability for any failure to meet such Service Levels.

9.4 Unless otherwise stated in the relevant Service Schedule or agreed in writing between the Parties and notwithstanding clause 18.3 of the General Conditions, TALK TOGETHER's total aggregate liability in respect of compensation for failure to meet Service Levels shall be limited, in each calendar year, to 10% of the Charges that are paid or payable by the Customer under the relevant Service Schedule in the applicable calendar year.

9.5 Unless otherwise stated in a Service Schedule, the installation of Fixed Services (and measurement of Service Levels) will be within the hours of 9.00am to 5.30pm on Working Days.

9.6 The Customer acknowledges that only those performance measures produced by or on behalf of TALK TOGETHER will be used for assessing TALK TOGETHER's performance against the Service Levels.

9.7 Where TALK TOGETHER requests any information from the Customer, a User or a relevant Third Party associated with the Customer or User, the number of whole or part hours taken for the relevant Customer, User or Third Party to provide such information to TALK TOGETHER will be added to the timescales relating to the Service Levels.

9.8 TALK TOGETHER will not be liable for any failure to meet a Service Level if: a) the failure by TALK TOGETHER is due to the Customer's own network or Customer Equipment or any other network (including but not limited to the Internet) or equipment outside the Network; b) the Customer is in breach of any part of the Agreement that affects TALK TOGETHER's ability to comply with the Service Level; c) through no fault of its own or because of circumstances beyond its reasonable control, TALK TOGETHER is unable to carry out any necessary work at, or gain access to the Site or the Customer fails to agree an appointment date or work is aborted; d) the Customer and TALK TOGETHER agree a different timescale for performance of a Service Level; e) the failure is because reasonable assistance is required by TALK TOGETHER from the Customer, a User or a relevant Third Party associated with the Customer or User and such assistance is not provided within the required timescale, or if not timescale is specified, such assistance is not provided promptly; f) through no fault of its own, TALK TOGETHER is unable or is waiting to obtain any necessary parts, permissions or consents required in connection with the performance of a particular Service Level; g) the failure is due to a matter outside of TALK TOGETHER's reasonable control, including where a fault is caused by the Customer or a Third Party; h) the failure is due to an inaccurate order being submitted by the Customer where such inaccuracy materially contributes to the failure by TALK TOGETHER; i) the failure is due to any suspension of the Services in accordance with clause 13 of the General Conditions; j) in relation to Fixed Services which require geographic telephone number porting, the failure is due to the application of the geographic number porting process; k) the failure is caused by

the presence of an incompatible product or service; or l) the failure is due to a change in the Customer's requirements other than agreed pursuant to clause 8 of the General Conditions.

9.9 If the Fixed Service includes advice or work on Customer Equipment or a Customer network, TALK TOGETHER does not guarantee that following provision of the Fixed Services the Customer Equipment or Customer network will not be subject to any unlawful access, fraud or other misuse and TALK TOGETHER will have no liability to the Customer in respect of such unlawful access, fraud or other misuse.

10 PROVIDING THE SERVICES BY NON-STANDARD MEANS

10.1 If TALK TOGETHER would incur unusual or additional costs in providing the Fixed Services to a Site, TALK TOGETHER shall be entitled, on providing written notice to the Customer and with the Customer's agreement, to increase the Charges by the amount of such costs. The Customer may request information specifying the basis for the additional Charges.

10.2 Where, in order to meet the Customer's requirements: a) TALK TOGETHER considers it appropriate to provide the Fixed Services, wholly or in part, by non-standard means or at substantially greater expense than TALK TOGETHER normally incurs, so that TALK TOGETHER's standard tariffs would be inappropriate; or b) at the Customer's request, the Fixed Services are provided at greater expense by reason of the type of materials used, the length, or the manner of installation, than TALK TOGETHER normally incurs, TALK TOGETHER may determine, in addition to any standard Charges payable, a supplementary Charge in relation to the relevant order for the Fixed Services and TALK TOGETHER will notify the Customer in writing of any such charge. Where such Charge is notified to the Customer, the Customer may cancel the relevant Fixed Services within 14 days of the written notice.

10.3 A supplementary Charge determined by TALK TOGETHER in accordance with clauses 10.1 and/or 10.2 of these Fixed Terms may be in addition to, or instead of, any applicable standard rates of rental and/or other Charges for the Fixed Services.

10.4 Where Fixed Services are provided by non-standard means, TALK TOGETHER may determine in an individual case that it is necessary or appropriate that special terms and conditions will apply in addition to, or instead of, any terms and conditions under this Agreement and TALK TOGETHER will notify the Customer in writing of any such special terms and conditions. Where such special terms and conditions are notified to the Customer, the Customer may cancel the relevant Fixed Services within 14 days of the written notice. If there is any conflict between the special terms and conditions notified in accordance with this clause 10.4 and the Agreement, the special terms and conditions will prevail.

10.5 For the avoidance of doubt, any supplementary Charge or special terms and conditions notified in accordance with clause 10.4 of these Fixed Terms will not constitute a variation to this Agreement for the purposes of clause 12 of the General Conditions.

11 FAULT RESPONSE

11.1 TALK TOGETHER shall provide fault response for Fixed Services in accordance with the applicable Service Schedule.

11.2 If the Customer reports a fault and TALK TOGETHER or TALK TOGETHER's Representative finds that there is no fault or that the fault was caused by the Customer, the Customer must pay TALK TOGETHER the Charges for any work carried out by or on behalf of TALK TOGETHER in relation to the Customer's fault report at the relevant rate on the TALK TOGETHER Website or the Commercial Schedule for the professional services performed.

12 TALK TOGETHER SUPPLIERS

12.1 The Customer acknowledges and agrees that TALK TOGETHER may use suppliers to supply the Fixed Services, Equipment and carry out TALK TOGETHER's obligations. The Customer will give all such reasonable assistance and access to such suppliers as if they were employees of TALK TOGETHER.

12.2 The Customer acknowledges and agrees that TALK TOGETHER may use and share the Customer's details (including those of its Users) with TALK TOGETHER's suppliers for the purposes of meeting TALK TOGETHER's obligations under this Agreement. The Customer acknowledges and agrees that TALK TOGETHER's suppliers may contact the Customer directly.

13 OTHER TALK TOGETHER OBLIGATIONS

13.1 TALK TOGETHER shall co-operate, and use commercially reasonable endeavours to procure that each TALK TOGETHER supplier co-operates, with the Customer and any Third Party specified in a quotation or Service Schedule and engaged by the Customer to provide related services to the Customer, so as to integrate (where reasonably requested by the Customer) other services, materials or equipment supplied by the Customer or any third party with the relevant Fixed Services.

13.2 The co-operation referred to in clause 13.1 of these Fixed Terms shall only apply where the need to integrate the Fixed Services is set out clearly in the quotation or Service Schedule and the costs of such co-operation shall be charged by TALK TOGETHER and paid by the Customer.

13.3 Except as expressly set out in this Agreement, TALK TOGETHER will not be required to integrate or interface the Fixed Services with any of the Customer's services, technologies, products or Customer Equipment.

14 OTHER CUSTOMER OBLIGATIONS

14.1 The Customer shall and shall procure that Users (or anyone having access to the Services), shall:

- a) co-operate with TALK TOGETHER in all matters relating to the Services;
- b) co-operate with TALK TOGETHER in the diagnosis and resolution of any Incidents relating to the Services comply with all licence terms and conditions applicable to any Third Party Software, as notified or otherwise provided to the Customer by TALK TOGETHER (including any Third Party Software supplied with any Equipment);
- d) make available to TALK TOGETHER and TALK TOGETHER Representatives such access to staff of the Customer who are familiar with the Customer's systems and equipment and software as TALK TOGETHER may reasonably require in connection with the supply of the Fixed Services; and
- e) supply TALK TOGETHER with all necessary technical information regarding the Sites, Customer Equipment the Customer's operating requirements, and any Third Party the Customer utilises to

deliver incumbent services in order to allow TALK TOGETHER to plan for effective transition of incumbent services (if applicable).

14.2 The Customer will ensure that it has appropriate physical and information security policies, including data archiving, in place. Except to the extent TALK TOGETHER has specifically agreed to provide a back-up service as a part of the Fixed Services, the Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means the Customer believes appropriate including maintaining up to date antivirus software.

14.3 Except as expressly set out in a Service Schedule or quotation, the Customer shall be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and use the Fixed Services.

14.4 If a Low Level Design is required in order to deliver a Service, TALK TOGETHER cannot commence providing the relevant Service until the Low Level Design is agreed. Accordingly the Customer shall work with TALK TOGETHER to promptly agree the Low Level Design and shall cooperate with TALK TOGETHER in respect of the on-going review (and, where necessary, amendment) of the Low Level Design.

15 TERMINATION OF A FIXED SERVICE

15.1 TALK TOGETHER may terminate the supply of a Fixed Service without any liability if the Customer does not agree to vary the Charges in accordance with clause 10.1 of these Fixed Terms.

16 NUMBERS AND CODES

16.1 TALK TOGETHER may allocate the Customer numbers, IP addresses and/or other codes required for the Fixed Services ("Allocated Numbers") in accordance with the Service Schedules. The Customer shall not sell or transfer any Allocated Numbers to anyone else or agree to or try to do so.

16.2 Nothing in this Agreement shall be construed as to transfer from TALK TOGETHER to the Customer ownership of any Allocated Numbers or to grant the Customer the right to sell or dispose of Allocated Numbers and all rights in such Allocated Numbers belong to TALK TOGETHER or its licensors. All the Customer's rights to use the Allocated Numbers will cease upon termination of the relevant Fixed Service upon which the Allocated Numbers will revert to TALK TOGETHER or its licensors.

16.3 The Customer acknowledges that TALK TOGETHER may change the numbers, IP addresses or other codes it has allocated to the Customer. TALK TOGETHER shall (where reasonably practicable) provide the Customer with reasonable notice of such a change.

16.4 The Customer will comply with any and all instructions for use of any number, IP address or other code issued by the Third Party provider of that number, IP address or other code. TALK TOGETHER shall (where reasonably practicable) provide the Customer with reasonable notice of such instructions.

MOBILE TERMS (including terms for the Voice Services and/or Mobile Data Services)

The following additional terms and conditions apply to the provision of the Mobile Services.

1 DEFINITIONS

In these Mobile Terms, in addition to those terms set out in the General Conditions, the following terms and expressions apply:

“Airtime” means mobile airtime and Network capacity;

“Airtime Account” means a notional account set up by TALK TOGETHER to accrue credits owing to the Customer (calculated as described in the Commercial Schedule) from which Network capacity (e.g. calls) can be purchased from TALK TOGETHER by the Customer;

“AIT” means artificially inflated traffic which occurs when the flow of calls to any particular revenue share service is, as a result of any activity by or on or behalf of the entity operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith usage of the Network;

“Data Connection” means any connection and/or communication between Devices by which data is either transmitted and/or received;

“Device” means Equipment or other mobile device, capable of incorporating a SIM Card;

“Gateway” means any equipment containing one or more SIM Cards for one or more mobile networks, which enables the routing of calls and/or SMS and/or any other form of communication from fixed apparatus to mobile equipment by establishing a mobile to mobile call, SMS Text message or Data Connection;

“Mobile Equipment” has the meaning set out in the Mobile Equipment Terms and which shall, for the avoidance of doubt, constitute “Equipment”;

“Mobile Data Services” means the Mobile Services under which TALK TOGETHER supplies the Customer with Airtime enabling the Customer to transfer data on the Network;

“Mobile Services” means those Services identified as a “Mobile Service” in these Mobile Terms and the Service Schedules;

“Mobile Terms” means this document entitled “Mobile Terms”;

“New Connection” (including New SIM Only Connections and New Connections With Device) means a new SIM Card which connects to the Network under this Agreement which was not immediately prior to this Agreement connected to the Network except where the SIM Cards were formerly provided to the Customer by means of a Reseller;

“New Connection With Device” means a New Connection in conjunction with which TALK TOGETHER is providing a Device at the New Connection rate for Mobile Equipment specified in the Commercial Schedule(s) or on the TALK TOGETHER Website;

“New SIM Only Connection” means a New Connection in conjunction with which TALK TOGETHER is not providing a Device at the New Connection rate for Mobile Equipment specified in the Commercial Schedule(s) or on the TALK TOGETHER Website;

“Reseller” means any Third Party acting as an agent or distributor on behalf of TALK TOGETHER;

“Re-Sign Connection” (including Re-Sign SIM Only Connections or Re-Sign Connections With Device) means the transfer of a SIM Card which was, immediately prior to this Agreement, connected under an agreement between TALK TOGETHER (directly, and not via a third party);

“Re-Sign Connection With Device” means the transfer of a SIM Card which was, immediately prior to this Agreement, connected under an agreement between TALK TOGETHER (directly, and not via a third party) and the TALK TOGETHER Terms and Conditions for Business Customers and in conjunction with which TALK TOGETHER is providing Mobile Equipment;

“Re-Sign SIM Only Connection” means the transfer of a SIM Card which was, immediately prior to this Agreement, connected under an agreement between TALK TOGETHER (directly, and not via a Third Party) and the Customer, and in conjunction with which TALK TOGETHER is not providing Mobile Equipment at the New Connection rate for Mobile Equipment specified in the Commercial Schedule(s) or on the TALK TOGETHER Website;

“SIM Card” means a subscriber identity module card supplied to the Customer by TALK TOGETHER and which, for the avoidance of doubt, is included in the definition of Equipment in this Agreement;

“SMS” and / or “MMS” means the short message service and multimedia message service which allows text messages and/or pictures to be sent and received from mobile equipment;

“Value Added Mobile Services” means the value added services in relation to Mobile Services, such as installation, insurance, repair etc as may be made generally available from time to time by TALK TOGETHER to business customers, the details of which appear on the TALK TOGETHER Website; and

“Voice Services” means the Mobile Services under which TALK TOGETHER supplies the Customer with Airtime enabling the Customer to make and receive mobile voice calls and SMS texts on the Network.

2 MOBILE SERVICE STANDARDS

The Customer acknowledges that provision of the Mobile Services is subject to the geographic extent of Network coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Mobile Services in any particular location that may, from time to time, adversely affect the provision of the Mobile Services in terms of availability, line clarity and call interference.

3 SIMS CARDS AND NUMBERS

3.1 Where the Customer is not already an TALK TOGETHER customer, TALK TOGETHER will supply to the Customer such number of SIM Cards as is necessary for the Customer to receive the Mobile Services to be provided under the relevant order.

3.2 TALK TOGETHER shall: a) provide to the Customer such mobile numbers as are necessary for the Customer to receive the Mobile Services; or b) port mobile numbers from another mobile network in accordance with standard porting procedures between mobile networks in the United Kingdom.

3.3 Nothing in this Agreement shall be construed as to grant the Customer any right in relation to the mobile numbers other than to receive the Mobile Services as described in this Agreement.

4 CHARGES

4.1 Unless otherwise stated in the Commercial Schedule(s) or on the TALK TOGETHER quotation the following apply to UK domestic calls: a) call prices are quoted by the minute; b) the duration of each call shall be measured in whole seconds, any part second will be rounded up to the next whole second; c) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice; d) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday; weekend rate call Charges apply from midnight on Friday to midnight on Sunday and off peak rate call Charges apply at all times when peak rate or weekend rate call Charges do not apply; and all calls are subject to a minimum Charge. Full details of international and roaming call Charges (including rounding policies) are set out in the quotation.

4.2 The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.

4.3 TALK TOGETHER may monitor the Customer's usage of the Mobile Services for the purpose of controlling TALK TOGETHER's credit risk and the Customer's exposure to fraudulent usage.

4.4 The Customer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services (including any SIM Card) until TALK TOGETHER has received a request from the Customer to suspend the provision of such Mobile Services.

4.5 Any credits accrued in the Airtime Account may be used solely for the purposes of offsetting Charges for Airtime, do not have any monetary value, and the Customer is not entitled to: a) use any credits accrued in the Airtime Account to offset Charges for Services other than Airtime or vice versa; b) offset any credits accrued in the Airtime Account against any outstanding debt; c) any payments from any credits accrued in the Airtime Account; or d) any future use of credits accrued in the Airtime Account upon termination of this Agreement.

4.6 Any credits to which the Customer is entitled will be applied to the Customer's nominated Airtime Account within 30 days of the end of the Minimum Holding Period, unless otherwise stated.

4.7 Credits accrued in the Customer's Airtime Account may be used to purchase Network capacity from TALK TOGETHER.

5 DISCONNECTION OF SIM CARDS

5.1 The Customer may serve on TALK TOGETHER a disconnection notice in respect of a SIM Card(s) at any time.

5.2 TALK TOGETHER will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card(s) from the Mobile Services.

5.3 In the event that the Customer gives a disconnection notice resulting in disconnection of a SIM Card prior to the expiry of its Minimum Period (as set out in the Commercial Schedule), the Customer will pay to TALK TOGETHER any applicable Termination Fee.

6 OBLIGATIONS OF THE CUSTOMER

6.1 The Customer shall notify TALK TOGETHER immediately (and confirm in writing) on becoming aware that any SIM Card has been lost or stolen or that any person is making improper or illegal use of a SIM Card and shall remain liable for any Charges incurred in respect of and any information contained within that SIM card up until the point at which it notifies TALK TOGETHER.

6.2 The Customer shall, and shall take all reasonable steps to ensure that Users (or anyone having access to the Services) will: a) not use the Mobile Services in any way to generate AIT; and b) not, without the prior written consent of TALK TOGETHER which may be withheld at TALK TOGETHER's absolute discretion, establish, install or use a Gateway so that telecommunication services are provided via the Gateway; c) not make nuisance calls or use the Services to spam or to send unsolicited advertising or promotional material; d) comply with TALK TOGETHER's reasonable instructions relating to health, safety, security and use of the Network; and e) comply with any applicable fair use policy that TALK TOGETHER may issue from time to time.

6.3 The Customer agrees not to use SMS or MMS for the purpose of marketing or advertising anything to users of mobile services without the consent of those users.

6.4 The Customer agrees that in respect of SMS and MMS, TALK TOGETHER is acting as a network operator and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Customer's SIM Cards, which do not originate from TALK TOGETHER.

6.5 The Customer shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under this Agreement to another tariff except where TALK TOGETHER at TALK TOGETHER's absolute discretion agrees to do so and confirms such a change in writing to the Customer.

6.6 TALK TOGETHER can at its discretion suspend any SIM Card from making calls (other than to emergency services) and disconnect any SIM Card from the Mobile Services if TALK TOGETHER has reasonable cause to suspect fraudulent use of the SIM Card or relevant Mobile Equipment, or either are identified as being stolen. The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension.

7 VALUE ADDED SERVICES

7.1 The Customer may order Value Added Mobile Services and TALK TOGETHER may accept or decline such orders.

7.2 TALK TOGETHER reserves the right to add to, substitute, or to discontinue any Value Added Mobile Service at any time. TALK TOGETHER does not guarantee the continuing availability of any particular Value Added Mobile Service.

8 CUSTOMER EQUIPMENT

8.1 Certain elements of the Mobile Services are dependent on the Customer having suitable customer equipment available and in the event that the Customer is unable to provide such customer equipment, then: a) some of the Mobile Services may not function correctly (the "Affected Services"); b) TALK TOGETHER may choose not to provide the Customer with the Affected Services; and c) TALK TOGETHER shall have no liability for the Customer's inability to receive those Affected Services.

8.2 Any customer equipment must be: a) technically compatible with the Network and the relevant Mobile Service and shall not harm the Network or equipment belonging to another customer; b) connected to the Network strictly in accordance with the instructions of TALK TOGETHER; and c) used by the Customer in compliance with any relevant instructions, standards and laws.