

Standard Terms & Conditions for Geographic & Non-Geographic Numbers

1. DEFINITIONS

Account: means the record of all Charges due from a Customer.

Agreement: means the contract made between the Supplier and the Customer upon these Terms and Conditions and the details set out in the Customer Service Agreement and its attachments.

Call Charges: means the Supplier's charges for Calls as specified in the Order or otherwise notified by the Supplier.

Charges: means any or all of the charges and fees payable by the Customer for the Service pursuant to this Agreement

Confidential Information: means any information, whether communicated orally or in documentary or other form, which relates to the business of the Supplier including, without limitation, any information relating to products, customers, pricing, policies, methods, business plans and strategies, technical processes and financial affairs, in all cases whether expressly stated to be confidential or not.

Customer: means any business, individual, association or any other body using the Service by agreement with the Company.

Customer Service Agreement: means the form, signed by the Customer requesting the Service and agreeing to these Terms and Conditions.

Initial Connection: means the time and date when the Services are first made available to the Customer.

PhonepayPlus (previously known as ICSTIS): means the body that regulates phone-paid services in the UK

Minimum Period: means the period (if any) stated in the Agreement and commencing on the Start Date.

Ofcom: means the Office of Communications or any similar office that may be appointed in addition or in substitution for it.

Operator: means the provider of access to the Telecommunications Network.

Order: means a Customer's order for services made manually on a Customer Order Form or any request for services via e-mail or the internet.

Premium Rate Number: means the telephone number allocated to a Customer for the purpose of enabling the Customer to provide Premium Rate Services

Premium Rate Services: means telephone services providing information, advice, entertainment or any other services defined from time to time by Phone Pay Plus (previously known as ICSTIS) as being Premium Rate Services

Revenue: Means sums payable by the Supplier to the Customer in respect of Access Numbers that generate a rebate.

Service: means any and all of the services that the Supplier has agreed to supply to the Customer, as set out in the Order.

Supplier: means Team Partners Telecommunications Ltd. Whose registered office is at 240-248 West Street, Bristol, BS3 3NE. Company number 06256585. VAT No. 908 642 316.

Telecommunications Network: means the public and private telecommunications systems accessed by the termination/telephone number or by which the Services are made available.

Telephone Number: means any geographic or non-geographic number allocated to the customers account.

Termination Number: means telephone number allocated to the customers account.

2. PROVISION OF SERVICES

2.1. The supplier agrees to provide services to the customer on the terms and conditions of this agreement once they have accepted the customer's order. The supplier will have accepted the order upon the initial connection. From time to time the supplier may need to substitute the ordered telephone number for an alternative number prior to the initial connection and will advise the customer accordingly before the initial connection.

2.2. It is estimated that the initial connection will be no more than 48 hours after receipt of the customer service agreement, unless stated otherwise.

2.3. This agreement will continue after the expiry of the minimum period unless and until:

2.3.1. It is terminated by either party giving the other one month's written notice to terminate the agreement expiring on the first or any subsequent anniversary date of its commencement. In the case of notice given by the customer, the notice shall not become operative until the customer receives, by way of acknowledgement, a cancellation acceptance form signed by an officer of the supplier; or

2.3.2. in accordance with clause 11 below.

2.3.3. The services are supplied subject to all limitations of the telecommunications network including the risk of imposed prefix or number changes. In particular the supplier is unable to guarantee that all

overseas systems will be able to access the customer using the telephone number or that telephone keypads will use the same alphanumeric combinations as are currently used in the UK.

- 2.4. Each order will with these terms comprise a separate contract between the parties unless the order specifies that it is an amendment to an existing contract.
- 2.5. Where an order covers more than one telephone number each number shall be deemed the subject of a separate and severable agreement.
- 2.6. Where the customer's name or if applicable company registered number on the order form is incorrect or incomplete, the customer agrees that the supplier may treat the individual or organisation that made the order for services as the customer.

3. SUPPLIERS OBLIGATIONS

- 3.1. The supplier will use reasonable endeavours to provide the services but shall not be liable for any failure resulting from factors outside their control. In particular they are not responsible for the operation of the telecommunications network. The supplier is not liable for any numbers not working outside the UK Network. It is the customer's responsibility to check all numbers for connectivity outside of the UK networks before connection takes place.
- 3.2. The supplier reserves the right from time to time to improve or alter the services as it deems appropriate, provided that such changes do not substantially change the nature of the services.
- 3.3. The supplier will provide an after sales service and help desk contactable by telephone or e-mail.

4. CUSTOMER RESPONSIBILITIES

- 4.1. The Customer shall at all times:-
 - 4.1.1. Comply with any reasonable directions or instructions (including requests for assistance or information) issued from time to time by the supplier in connection with the services or any of them;
 - 4.1.2. Pay the suppliers charges under this agreement on or before the due date for payment without set off or deduction;
 - 4.1.3. Ensure insofar as is possible that the telephone numbers are not used in any unlawful, improper or damaging manner;
 - 4.1.4. Indemnify and hold harmless the supplier against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the services;
 - 4.1.5. Indemnify and hold harmless the supplier against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from a claim by a third party where the third party claims it has the right to prevent the customer from using the telephone number.
- 4.2. Where the customer's order form includes an order for a premium rate number the customer shall also:-
 - 4.2.1. Provide the supplier with an accurate description of the premium rate service it intends to provide;
 - 4.2.2. Prior to providing the premium rate service ensure that it obtains all necessary licences, authorities and approval from PhonepayPlus, OFCOM and any other regulatory body relevant to the premium rate service and thereafter maintains such licences, authorities and approval for the duration of this agreement;
 - 4.2.3. Upon the request provide the supplier with written evidence of such licences, authorities and approval;
 - 4.2.4. Notify the supplier immediately of any intention on the part of the customer to change the nature of the premium rate service and obtain the suppliers agreement in writing to the proposed change prior to providing the new premium rate service;
 - 4.2.5. Ensure the premium rate service:-
 - 4.2.5.1. Complies with all relevant legislation, regulations, guidelines and codes of practice;
 - 4.2.5.2. Does not include any material which is defamatory, offensive, indecent, threatening or likely to bring the supplier into disrepute by virtue of its connection with the customer;
 - 4.2.5.3. Does not refer to the supplier or the operator without their prior approval in writing.
 - 4.2.6. The premium rate service may be monitored from time to time by the supplier in order to ensure compliance with the terms and conditions of this agreement or by the operator, PhonepayPlus or any similar authority to ensure compliance with all applicable legislation, regulations, guidelines and codes of practice.

5. CHARGES AND PAYMENT

- 5.1. Charges may be payable upon invoice or prior to the initial connection by direct debit.

- 5.2. If charges are ascertainable in advance they may be invoiced in advance. In respect of unascertainable future charges the supplier may require a reasonable security deposit. Invoices can be monthly, quarterly or annually.
- 5.3. The supplier requires the customer to pay by direct debit. In the event that the customer is unwilling or unable to pay by the chosen automated means or such automated means are not set up or fail for any reason an additional £39 administration charge shall be levied for each invoice.
- 5.4. Certain services (e.g. diverts to mobile or international numbers) have additional costs which are outside the control of the supplier. Where any such charges are increased to the supplier it shall forthwith increase its own charges for the same services.
 - 5.4.1. Revenue rebates will only be paid to a minimum invoice value of £20.00 per month
 - 5.4.2. Rental charges will be applied for all numbers
 - 5.4.3. Call divert costs are as stated in your agreement
 - 5.4.4. Change of termination number will be charged at a rate of £35.
- 5.5. Invoices are payable within 14 days of their date. If a direct debit instruction is cancelled by the customer and collection is not made all services will be disconnected without notice. A reconnection fee of £50 will apply upon receipt of all outstanding invoices.
- 5.6. Overdue payments shall be subject to a fixed sum penalty or interest at an annual rate equal to the statutory interest rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgement.
- 5.7. Charges are exclusive of Value Added Tax.
- 5.8. The supplier shall in respect of each service be entitled to review and vary from time to time the Charges and introduce new charges.
- 5.9. Charges may also be imposed in the following circumstances brought about by a customer request:-
 - 5.9.1. Change of service.
 - 5.9.2. Change of operator for any termination/telephone number.
 - 5.9.3. Change of service provider upon termination of this agreement in respect of any termination/telephone number.
 - 5.9.4. Transfer of any termination/telephone number to another subscriber.
- 5.10. The customer shall not dispute the amount of any operator generated charges unless and then only to the extent that the supplier is entitled to dispute such charges with the operator.
- 5.11. TPT will regularly review the Charges in consultation with the Client. If TPT'S costs of providing the Services increase as a result of any changes in legislation or regulations applying to the performance of the Services or increased taxation or increases in the charges of any relevant Service Provider, TPT may increase the Charges to reasonably reflect the increase in the cost of providing the Service(s) by giving not less than thirty (30) days' prior written notice to the Client, such notice to identify the amount of the increase in the Charges.
- 5.12. The Supplier reserves the right to seek to recover from the Customer all costs and expenses (including legal costs) incurred in the collection of any overdue amount, especially when assigned to the Suppliers contracted debt collectors.

6. REVENUE

- 6.1. The Customer shall be entitled to receive revenue from the supplier based on the minutes of call time generated by the use of a number that generates a rebate as recorded in data supplied to the supplier by the operator which shall be conclusive for the purpose of calculating revenue.
- 6.2. The rate at which revenue shall be paid shall be agreed between the parties.
- 6.3. The supplier shall pay revenue on a monthly basis in arrears.
- 6.4. The supplier shall be entitled to withhold revenue due to the customer:-
 - 6.4.1. Up on the suspension of the service in accordance with clause 9;
 - 6.4.2. If the supplier suspects the customer is in breach of any term of this agreement or any other agreement between the parties;
 - 6.4.3. If the supplier suspects the customer has increased its entitlement to revenue by fraudulent or improper means;
 - 6.4.4. If the supplier has not received the corresponding payment from the operator
 - 6.4.5. If the customer does not invoice the supplier within three months of the revenue statement date
- 6.5. The supplier shall be entitled to set off any charges due to them against revenue due to the customer

7. THIRD PARTIES

- 7.1. The Customer may allow a third party to use a premium rate number as part of a managed bureau service provided by the customer in connection with the provision of premium rate services, in which case the customer shall procure the third party's compliance with the terms of this agreement and all relevant legislation, regulations, guidelines and codes of practice.

8. LIABILITY

- 8.1. The supplier does not exclude or restrict any liability to the customer for death or personal injury attributable to its own negligence or that of its employees or agents.
- 8.2. The supplier shall exercise reasonable skill and care in the provision of the services.
- 8.3. Except as stated expressly otherwise in this agreement, in relation to the provision of services, the supplier shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms representations and undertaking, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by law.
- 8.4. Where any service has been continuously unavailable to a customer for a continuous period of more than 7 days and not as a result of any action or omission of the customer or any event beyond the reasonable control of the supplier the customer may apply for a rebate of any time based charges in respect of the unavailable period and the supplier shall allow the customer a proportionate rebate of such time based charges. The supplier shall have no other liability for failure or unavailability of the telecommunications network.
- 8.5. The supplier shall not be liable for any indirect or consequential losses, damage or expenses suffered by the customer including (but not limited to) loss of anticipated sales profits or savings, goodwill, business contracts or losses resulting from third party claims.

9. SUSPENSION OF SERVICES

- 9.1. The supplier may suspend all or part of the services or any of them for so long as reasonably required or disconnect the termination/telephone number at any time without notice if:-
 - 9.1.1. The customer is in material breach of this agreement or any other agreement between the parties and in particular in breach of clause 4 or 5;
 - 9.1.2. The customer acts in such a way or permits anything to be done which, in the reasonable opinion of the supplier, relates to the services and may impair or jeopardise the operation of the services or any part of the telecommunications network;
 - 9.1.3. Required to do so directly or indirectly by law, the operator, OFCOM or PhonepayPlus;
 - 9.1.4. Required for modification or maintenance or in cases of emergency
 - 9.1.5. The supplier has reason to believe the services are being used for unlawful, fraudulent or improper purposes.
- 9.2. The customer shall remain liable for all charges during any period of suspension attributable to the actions or omissions of the customer

10. DATA PROTECTION ACT

- 10.1. Information that the customer provides to the supplier about private individuals relevant to the suppliers dealings with the customer will be stored within the suppliers computer systems.
- 10.2. For the purpose of the Data Protection Act 1998 ("the Act") the supplier needs to specify the purposes for which it will use that information. It will of course only use it for legitimate purposes, including:-
 - 10.2.1. Communicating with the individuals concerned as necessary in connection with the customer's dealings with the supplier.
 - 10.2.2. Communicating with the customer in connection with the suppliers services generally;
 - 10.2.3. Providing it to third parties as required by the customer or the law or as necessary in connection with the customer's dealings with the supplier (including for inclusion in publicly available directories). Those third parties may be outside the European Economic Area.
- 10.3. By giving the supplier that information the customer consents to the supplier holding, using and disclosing it for those purposes.
- 10.4. The suppliers is permitted under the Act to hold and use personal data for the purposes specified above. It will not process such data provided by the customer otherwise than for those purposes or as otherwise required by the customer.

10.5. The supplier confirms that it will comply with the Seventh Data Protection Principle under the Act (data security) in relation to all personal data supplied by the customer.

11. TERMINATION OF AGREEMENT

- 11.1. The supplier may terminate this agreement immediately by notice in writing to the customer if:-
- 11.1.1. The customer is in breach of any of the terms of this agreement or any other agreement between the parties and does not remedy the breach within 7 days of the date of written notice from the supplier specifying the breach and requiring it to be remedied;
 - 11.1.2. Any licence, permission, agreement or authorisation granted to the operator or to the supplier necessary for the provision of the services is suspended, revoked or terminated; or
 - 11.1.3. The supplier is unable to recover from the operator revenue payments due to the customer.
- 11.2. The supplier may terminate this agreement immediately without written notice, if it has reasonable reason to believe debts will not be paid when due.
- 11.3. The customer can at any time by reasonable notice terminate any agreement upon the transfer of the telephone number (the subject of that agreement) to another operator or service provider. In these circumstances the customer shall be liable to compensate the supplier for its likely loss of income under that agreement (from whatever source) from the date of termination to the date on which the customer could have first terminated the agreement under clause 2.3.
- 11.4. Any termination of this agreement shall be without prejudice to the rights of either party accrued to the date of termination.

12. GENERAL

- 12.1. The supplier shall address all bills and serve any notices on the customer pursuant to this agreement either in writing by post to the address set out in the order or the customer's registered office or any other address provided by the customer for this purpose or by e-mail to the e-mail address provided by the customer.
- 12.2. The customer shall serve any notice pursuant to this agreement by post to the supplier.
- 12.3. All documents shall be deemed served 48 hours after posting or immediately after e-mailing.
- 12.4. No failure by the supplier to exercise any of its rights under these terms and conditions or concession granted and shall prevent subsequent enforcement of those rights or constitute an agreement to provide the same concession again.
- 12.5. The customer acknowledges that it has not been induced to enter into this agreement by any representations made before or on entering into this agreement (whether made negligently or innocently or whether oral or written) and that it has only relied upon matters set out in this agreement in deciding to enter into this agreement.
- 12.6. The customer acknowledges that the only remedy it has against the supplier for any misrepresentation or untrue statement shall be a claim for damages for breach of this agreement. However, if the supplier has made any fraudulent representations upon which the customer has relied, the customer may pursue the supplier, and the customer shall be entitled to a maximum of £500 or their charges during the last 12 months.
- 12.7. No variation of this agreement or waiver hereunder shall be effective unless agreed in writing by the supplier.
- 12.8. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in questions shall not be affected as a result.
- 12.9. The customer shall not assign or try to assign any or all of the rights and responsibilities under the agreement but the supplier may transfer its right and obligations hereunder to a new service provider in which circumstances the customer shall enter into a new agreement in the same terms as this with the new service provider.
- 12.10. Where one or more persons constitute the customer their liability is joint and several.
- 12.11. The supplier may require a variation to the terms and conditions of the agreement if so required by legislation, the operator, OFCOM, PhonepayPlus or any similar authority.
- 12.12. Nothing within this agreement is intended to create third party rights pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.13. This agreement is governed by English Law and English Courts shall have exclusive jurisdiction as regards any dispute.
- 12.14. The supplier may from time to time make amendments to these terms and conditions.

13. USE OF SERVICE

- 13.1. By ordering any service supplied by the supplier you the customer are agreeing to the Terms and Conditions set out in this agreement.