

Terms and Conditions for Fixed Line Network Service

This document sets out the terms and conditions on which Townley Network Solutions (UK) LLP, registered in England with number CO 322571 ("Townley") will provide fixed line telecommunications services to the Customer with whom we make this Contract. By using the Service, the Customer agrees to the following terms and conditions.

1. Definitions and Interpretation

1.1 In these terms and conditions, the following definitions apply, unless the context requires otherwise: "BT" means British Telecommunications plc; "Carrier Pre-Selection Service" or "CPS" means the Service administered by BT which enables telecommunication calls to be routed through specific telecommunications carriers networks as requested by the person renting the telecommunications line without having to dial a routing prefix; "Charges" means the charges for the Service as set out in the Tariff; "Contract" means the contract between us incorporating the Service Agreement, these terms and conditions and the Tariff; "Customer" means: the person(s), firm or company who enters into the Contract with Townley for the provision of the Service; "OFCOM" means the Office of Communications; "Service" means (as appropriate) any or all of the Number Translation Service, Indirect Access Service, Direct Access Service, Leased Line Service, Mobile Service, VOIP Service and any other services that Townley has agreed to supply to the Customer under the Contract.

"System" means the telecommunications networks and systems used by Townley to provide the Service; "Tariff" means Townley's list(s) of charges as published from time to time.

1.2 In these terms and conditions, unless the context requires otherwise, any reference to a condition is a reference to a condition of these terms and conditions.

1.3 References in these terms and conditions to any statute or statutory instrument shall include any re-enactment, modifications or amendments thereto from time to time in force.

1.4 References in these terms and conditions to any body construed so as to include bodies' corporate, unincorporated associations and partnerships.

1.5 Words used in the singular shall include the plural where appropriate and vice versa.

1.6 The headings in these terms and conditions are for reference only and shall not affect the construction or interpretation of this Contract.

2. Contract Application and Commencement

2.1 The Contract begins when Townley accepts the Customer's Contract application

2.2 The Customer is responsible for ensuring that all the information submitted as part of the Customer's Contract application are complete, accurate and up-to-date.

3. The Service

3.1 Townley shall provide such services and equipment to the Customer as requested by the customer. Townley will endeavour to connect the Customer to the contracted services within the contractual regulations but Townley does not warrant that the Customer will be connected to the System by then. Once connected, the Customer will be able to access the Service in accordance with the provisions of the Contract.

3.2 The Service is made available to the Customer on the condition that the Customer does not:

(a) without Townley's prior written consent, re-sell, resell or otherwise make the Service available to any person on an arms-length commercial basis; or

(b) use the Service or allow the Service to be used for any purposes outlined in condition 4.6.3.3 The Customer's Contract application authorises Townley to select and at any time change the carrier or other service provider whose telecommunications network will carry the Customer's telephone calls and purposes of providing the Service, so that calls will not necessarily be carried through the BT telecommunications network. The Customer hereby irrevocably authorises Townley to give all notices, nominations and other authorisations that are necessary for Townley to provide the Service.

3.4 The Customer hereby irrevocably authorises Townley to act on the Customer's behalf in all dealings with the operator of any telecommunications network or system in connection with any matter that enables Townley to provide or to continue to provide the Customer with the Service.

3.5 Townley supports the transmission of data via ISDN or any IP platform line. Townley does not provide a maintenance service, and the Customer shall be responsible for any necessary reprogramming of the Customer's PABX system(s).

3.6 Townley cannot guarantee that the Service will be free of faults or interruptions, timely or secure.

3.7 The Customer acknowledges that BT may make alterations to its services (including, without limitation, conversions, shifts, reconfigurations and renames) which may result in interruption.

3.8 Townley shall provide the Service with reasonable skill and care, and shall use reasonable endeavours to attend to any faults. If the Customer experiences a problem or suspects a fault the Customer should promptly contact Townley. Townley shall not in any circumstances be responsible for any call-out or other charges the Customer incurs from BT or any other third party telecommunications network or system operator as a result of any problem or fault with the Service. Where no fault is found or the fault is outside Townley's responsibility, Townley may charge the Customer for the time and/or for any work that it has undertaken or for which it has been charged by its agents or sub-contractors.

3.9 If the Customer has a query or complaint regarding the Service the Customer may contact Townley's customer services team. The Customer may also refer any complaints regarding the Service to OFCOM.

3.10 The Customer acknowledges that certain services are incompatible with the WLR (wholesale line rental) service from BT, and such services are excluded from the Services.

3.11 Townley reserves the right, upon giving reasonable notice, to change the telephone number(s) allocated to any other code or number.

4. Customer's Use of the Service

4.1 The Customer must, at all times, ensure that the Service is accessed and used:

(a) in accordance with this Contract, any user guide and any other instructions Townley gives to the Customer from time to time; and

(b) in accordance with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency, including the Data Protection Act 1998 and the Information and Security legislation.

4.2 The Customer agrees to the termination of its existing contract for equivalent services with its existing communications service provider.

4.3 It is the Customer's responsibility to maintain its connection to the BT network, and Townley cannot be responsible or liable to the Customer for failing to provide the Service if such failure arises as a result of any interruption to, failure to connect to or disconnection from, the BT network.

4.4 It is the Customer's responsibility to ensure the compatibility of the Service with any premises and equipment in its premises which is necessary to enable Townley to provide the Service.

4.5 The Customer must ensure that the Customer must tell Townley immediately if any such password or PIN number is disclosed to any unauthorised person. The Customer acknowledges that Townley may disclose any information in connection with the Customer's account to anyone who correctly quotes the Customer's password or PIN number.

4.6 The Customer shall not use, nor allow any other(s) to use, the Service:

(a) for any improper, immoral, illegal or unlawful purpose;

(b) to store, send, reproduce or receive a communication which is, or is intended to be, a hoax call to emergency services, or which is defamatory, offensive, abusive, indecent, obscene or menacing;

(c) to violate or infringe any rights of, or to cause annoyance, inconvenience or anxiety to, or to interfere with or damage, any other person;

(d) in such a way that may impair, interfere with, damage or affect the operation or quality of the Service or the System.

(e) fraudulently or illegally.

4.7 The Customer shall permit Townley and its nominee's suitable and safe access to its premises and equipment in its premises which is necessary to enable Townley to provide the Service.

4.8 The Customer shall indemnify and hold Townley harmless against any claims, losses, damages, costs, liabilities and expenses (including, without limitation, any legal costs and expenses) which Townley may suffer or incur as a result of any non-compliance by the Customer, or by any other person using the Service with the Customer's permission or as a result of any act or omission of the Customer, with any provision of this condition.

5. Equipment

5.1 The Customer undertakes that the equipment belonging to it which is used to provide the Service will conform to the relevant standard or approval for the time being designated under the Telecommunications Act 1984 and the Communications Act 2003, and the Customer shall be responsible for ensuring compliance with all consents, approvals, way leaves, rights of way and other similar rights in relation to its premises which are required for the purpose of installing equipment and connection of the System to the Customer's equipment.

5.2 Townley shall be entitled to levy an installation fee for any equipment supplied to the Customer under the Agreement, but the Customer may agree to waive such installation fee provided that the Customer does not terminate this Agreement within any agreed minimum period set out in this Contract.

5.3 If Townley agrees to supply additional equipment to the Customer, Townley shall be entitled to levy an installation fee and/or monthly rental fee for such equipment.

5.4 If Townley provides the Customer with any equipment belonging to Townley or its agents or sub-contractors, the Customer:

(a) shall keep such equipment safe and insured and shall pay for the replacement and/or repair of any such equipment which is lost, damaged (other than as a result of fair wear and tear) or destroyed;

(b) shall not alter or move any such equipment, nor do anything that is likely to damage or adversely affect its performance, nor remove or deface any words or signs on it, nor permit anyone else to do so;

(c) shall not sell, let, mortgage, charge, pledge, dispose of or do anything that would prejudice such equipment or the System in any way; and(d) will allow Townley and its representatives to inspect, test, modify, change, add to, replace or remove any such equipment.

5.5 Where the Customer's existing account with BT includes BT equipment which is not required for the provision of the Service, the Customer will contact BT in order to remove the equipment or move it to another BT account.

5.6 Townley shall not be liable for any costs incurred by the Customer for modifications to the Customer's equipment which may be necessary to enable Townley to provide the Service.

5.7 At the end of the term of this Contract, the Customer shall allow Townley and/or its nominee's access at all times to collect any equipment belonging to Townley or its network service providers in the Customer's possession.

6. Charges and Payment

6.1 In consideration of Townley providing the Service, the Customer shall pay the Charges.

6.2 Townley will invoice the Customer for the Service in accordance with the relevant terms. Tariff rules and Charges applying at the time the Service is used.

6.3 If at any time the Customer's monthly spend with Townley on the Service is less than £5, Townley will round up the bill to £5 to cover Townley's administration costs.

6.4 Townley may vary any Charges; pass on any minimum call charges and rounding and/or any taxes or duties imposed in relation to the Service at any time by giving the Customer not less than 30 days' notice.

6.5 In addition to any variation of Charges under condition 6.4:

(a) Townley shall be entitled to amend the Charges for call usage related to calls to any UK mobile network as a result of any ruling or instruction of any appropriate regulatory authority with effect from the effective date of the relevant ruling or instruction, without giving 30 days' notice;

(b) Townley shall be entitled to charge the Customer for any payphone access levy incurred by Townley in providing the Service to the Customer;

(c) Townley may make a reasonable additional charge to the Customer in respect of a telephone number or range of telephone numbers if OFCOM impose a charge which affects Townley.

6.6 All Charges are subject to any applicable UK tax or duty, including Value Added Tax, which the Customer shall pay in addition at the prevailing rate.

6.7 Townley will normally send the Customer invoices for the Charges on a monthly basis. Townley may vary invoicing frequency or demand payment at any other time by giving the Customer prior written notice. The Customer acknowledges that invoices for the Service may depend on the receipt of invoicing information from other parties and any delay in issuing an invoice to the Customer will not affect the validity of the Charges included in the invoice.

6.8 Unless agreed otherwise in writing, the Customer must pay all Charges by direct debit within 14 days from the date of invoice. Time shall be of the essence in respect of such payments and payment shall be deemed to have been made at the time when cleared funds are available in Townley's bank account. If the Customer does not pay invoices by way of direct debit, Townley may charge the Customer a monthly administration fee (which may include any bank charges and/or approved financial institution fees that Townley incurs as a result).

6.9 The Customer accepts that:

(a) Townley's or its network service provider's records (and not the Customer's records) are conclusive evidence of use of the Service by the Customer and the Charges incurred as a result;

(b) any use of the Service by any person is deemed to be authorised by the Customer; and

(c) Townley will invoice the Customer, and the Customer is responsible for, payment of any Charges arising from any such use unless, upon becoming aware of such use, the Customer notifies Townley at the first possible opportunity that someone is using the Service without the Customer's permission or there is clear evidence of fraud.

6.10 Unless agreed otherwise, payment is due for any use of the Service and the Customer must pay in full any invoice for Charges by the due date specified in the invoice without any set-off, withholding or deductions.

6.11 If the Customer does not pay any invoice on time, Townley may:

(a) suspend or terminate the Customer's access to the Service; and/or

(b) charge the Customer interest on the overdue amount(s) at the rate of 1.5% per month. Interest is calculated and accrues daily; and/or(c) charge an administration fee to cover late payment costs.

6.12 If the Customer disputes any invoice, the Customer must notify Townley in writing of the dispute (providing sufficient detail to investigate the matter and determine whether the Customer's dispute is genuine and reasonable) prior to the due date for payment of the invoice. Invoices shall be deemed to have been accepted if the Customer does not present a written objection within this period. If Townley determines (at its sole discretion):

(a) that the Customer's dispute is genuine and reasonable, then the Customer must pay the invoice in full in accordance with condition 6.10, plus any interest charged on the full invoiced sum in accordance with condition 6.11; or

(b) that the Customer's dispute is genuine and reasonable, then the Customer must pay the undisputed part of the invoice in accordance with condition 6.10 and the parties shall both use all reasonable endeavours to resolve the dispute as quickly as possible. If any such dispute is resolved: (i) such that the Customer still owes Townley money, the Customer must pay all sum owed to Townley within 14 calendar days of resolution of the dispute plus interest in accordance with condition 6.11 from the date that payment of the disputed invoice was due; or (ii) such that Townley owes the Customer money, Townley will (at its sole discretion) repay or credit on the next invoice sent to the Customer following resolution of the dispute any amount overpaid by the Customer, plus any interest paid thereon under condition 6.11. Each party will bear its own costs in resolving any dispute under this condition 6.12.

7. Credit Limit/Security Payment

7.1 Townley may, at its sole discretion and at any time, impose a credit limit on the Customer's account and/or require payment of a security deposit, prepayment or interim payment by the Customer.

7.2 Any credit limit imposed can be amended without prior notice. If the Customer exceeds any such credit limit, Townley may (at its sole discretion):

(a) revise the Customer's credit limit;

(b) demand immediate payment of all the Charges exceeding the Customer's credit limit; and/or

(c) suspend the Service until Townley receives payment from the Customer to bring the Customer's outstanding Charges below, or to the level of, the Customer's credit limit. For the avoidance of doubt, the Customer is and will remain responsible for all Charges incurred under this Contract including those exceeding the Customer's credit limit from time to time.

7.3 If at any time Townley requires the Customer to pay a security deposit under condition 7.1, Townley may:

(a) suspend provision of the Service until payment of the security deposit is received;

(b) terminate provision of the Service altogether if Townley does not receive payment or receive it in full within 14 calendar days of the date of the security deposit; and

(c) at any time apply the security deposit (once paid) to meet any cost, loss or liability incurred as a result of any failure by the Customer to comply with this Contract or to pay any amount owed by the Customer to Townley.

8. Suspension and variation of the Service

8.1 Townley may, at its discretion and without liability to the Customer, suspend the Customer's access to the Service (or a part of the Service) immediately if:

(a) it is in breach of condition 4.1, 7.2 or 7.3;

(b) it has good reason to believe the Service is being used in a manner which would or might breach the provisions of condition 4.1 or 4.6;

(c) the Customer is in breach of any of the material terms of this Contract;

(d) it is required to do so by the Government, an emergency service organisation or any other competent regulatory, administrative or judicial body or authority, including OFCOM; or

(e) if it has good reason to suspect fraudulent activity or misuse of the Service.

8.2 Townley shall be entitled at any time to improve, modify, change, test, maintain or repair the Service and/or the System and to interrupt the Service for such purposes without incurring any liability or obligation to the Customer. Townley will give the Customer as much notification as is reasonably practicable of any such interruption and will use reasonable endeavours to ensure that minimum disruption is caused to the Service.

8.3 Townley may, in its sole discretion and upon giving the Customer written notice, suspend or vary the Service (or the affected part of the Service) without compensation for any period during which Townley is unable to provide the Service as a result of any act or omission of its network provider(s).

8.4 The Customer acknowledges that some technical limitations within the System may not become apparent until some time after the Service has commenced, in which case Townley may withdraw the Service (or the affected part of the Service) and the Customer shall be entitled to a pro rata rebate of any relevant Charges paid in advance by the Customer.

8.5 Townley may, by giving one week's notice to the Customer, withdraw any telephone number which has not used the Service in the previous three months.

8.6 Townley will normally inform the Customer first if it is going to suspend the Customer's access to the Service.

8.7 The Customer shall reimburse Townley for all reasonable costs and expenses incurred as a result of the suspension and any commencement of the Service where the suspension is implemented as a result of any act or omission of the Customer.

9. Changes to these conditions

9.1 This condition 9 applies to all changes to this Contract, except changes to Charges which are set out in conditions 6.1 to 6.5.

9.2 Townley may vary these terms and conditions at any time by posting the changes on its website and, if any variation of these terms and conditions is likely to cause material detriment to the Customer, by giving the Customer reasonable prior notice. Townley will only do this if it has a valid reason, for example to reflect changing arrangements with any operator of any telecommunications network or system over which Townley provides the Service or changing legal, regulatory or business requirements. In the event of any such change, the Customer shall have the right to terminate this Contract by giving us 7 days written notice. The Customer agrees that if they vary these terms and conditions in 30 days after any variation(s) to these terms and conditions have been posted on Townley's website or, in the case of a variation which is likely to cause material detriment, notified to the Customer, the Customer will be bound by the terms and conditions as varied.

10. Termination

10.1 This agreement shall come into force on the contract start date and remain in force for the term agreed. The agreement shall continue after the term for further periods each equivalent to the initial term, but only if the Customer is giving to Townley written notice of their prior written notice but not greater than 60 days prior written notice expiring at the end of the minimum term or at the end of any subsequent period as appropriate. Such notice to be sent by recorded delivery mail, such notice being effective on the date the notice is received by

Townley Network Solutions.

10.2 Without prejudice to any other rights or remedies of Townley, Townley may terminate this Contract for the Service:

(a) by giving the Customer 30 days' prior written notice; or

(b) immediately if:

(i) the Customer does not pay any invoice on time;

(ii) the Customer breaches any term or condition of this Contract which is not capable of remedy, or the Customer breaches any term or condition of this Contract which is capable of remedy and does not remedy such breach within 7 days of being notified to do so;

(iii) the Customer fails any credit or fraud prevention check referred to in condition 13.6 or Townley has good reason to suspect fraud and money laundering;

(iv) Townley has good reason for believing that any information the Customer has supplied or that is given to Townley on the Customer's behalf is fake or misleading;

(v) an encumbrance takes possession or a receiver is appointed over any of the property or assets of the Customer;

(vi) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

(vii) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order;

(viii) the Customer goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company under or in relation to reorganisation effectively agrees to be bound by or to assume the obligations imposed on the Customer under this agreement); or

(ix) the Customer ceases or threatens to cease to carry on business; or

(c) if, despite Townley's reasonable efforts, the Service is no longer available to it.

10.3 If this Contract terminates for any reason:

(a) Townley will terminate the Customer's access to the Service;

(b) Townley will not refund to the Customer any outstanding Charges incurred prior to termination of the Customer's access to the Service and the Customer will be required to pay the invoice by its due date;

(c) neither the Customer nor Townley shall lose any rights accrued under this Contract prior to its termination; and

(d) all provisions of this Contract which expressly or implicitly survive termination shall continue in force.

10.4 If the Customer terminates this Contract or any part of the Service before the end of any term, Townley may, without prejudice to its other rights and remedies, make an early termination charge.

11. Townley's liability

11.1 Townley does not in any way exclude or limit:

(a) liability for death or personal injury caused by Townley's negligence or that of its agents;

(b) any liability arising from fraud or fraudulent misrepresentation; or

(c) any other liabilities that cannot by law be excluded or limited.

11.2 Townley will not be liable for any loss or damage suffered by the customer under or in relation to this Contract which is not covered under condition 11.1 or, excluded under condition 11.3 or 11.4 below, Townley's total liability (whether in contract, tort, negligence or otherwise) for any such loss or damage will be limited to £100,000 per incident or series of connected incidents and £200,000 in any 12 month period.

11.3 Townley will not in any event be responsible or liable for:

(a) any faults, damage or maintenance to the Customer's telephone line(s); or

(b) any indirect or consequential loss, damage, cost or expense of any kind and however caused whether arising under contract, tort, negligence or otherwise; or

(c) any loss of profit, loss of revenue, loss of business, loss of contract(s), loss of anticipated savings, loss of goodwill, loss of or corruption to data or any other economic loss, whether director indirect and even if Townley has been advised that it may occur.

11.4 Subject to condition 11.1 above, Townley gives or makes no warranties, conditions, guarantees or representations as to quality or fitness for a particular purpose of the Service or any other warranties, conditions, guarantees or representations whether express or implied by any other person or entity.

11.5 Townley excludes all liability for the accuracy (or inaccuracy) of any material or other information provided or made available by it relating to the Service.

12. Events Beyond Townley's Control

12.1 Townley shall not be responsible for any delay or failure to carry out our responsibilities under this Contract for reasons beyond our reasonable control, including (without limitation) lack of network capacity, technical or other failure of the System, default or failure of a third party including any telecommunications network operator or service provider or their telecommunications systems, physical obstructions, failure or shortage of power supply, fire, flood, lightning or other weather of exceptional severity or atmospheric conditions, subsidence, explosion, acts of God, insurrection or civil disorder or military operations, acts of terrorism or riot, war, national or local emergency, acts or omissions of government or other competent authority or regulatory authority, strike, lock-out or other industrial disputes (whether involving Townley's employees or not).

13. Use of Information

13.1 Townley may provide Townley with all information it reasonably requires in order to be able to provide the Service and comply with its obligations to its network providers.

13.2 Information provided by the Customer or which Townley holds about the Customer (whether or not under Townley's contract(s) with the Customer) may be used by Townley and/or its agents to:

(a) identify the Customer when it makes telephone enquiries;

(b) help administer, and contact the Customer about improved administration of, any accounts;

(c) carry out marketing analysis and customer profiling;

(d) help Townley to prevent and detect fraud and loss; and

(e) contact the Customer by any means (including mail, email, telephone or text or multimedia messages) about other services and products offered by Townley and carefully selected partners.

13.3 Townley may disclose information it holds about the Customer to third parties for the purpose of providing services the Customer has requested, as part of the process of sale of our products and services, or for the purpose of marketing, or where legitimately requested for legal or regulatory purposes, as part of legal proceedings or prospective legal proceedings. From time to time, these third parties may be located outside the EEA in countries which do not have the same standards of protection for personal data as the UK.

13.4 Townley may disclose information it holds about the Customer to its network service providers so that they can contact the Customer after termination of this Contract to advise the Customer of the need to make alternative arrangements.

13.5 The information provided to BT or the Customer's existing communications service provider disclosing to Townley and/or its network providers information relating to the transfer or removal of BT's or such service provider's retail products and services that exist on the relevant line at the time of the transfer to Townley.

13.6 Townley may check the Customer's details with fraud prevention agencies. If the Customer provides false or inaccurate information and Townley suspects fraud, Townley will record this.

13.7 Communications with the Customer (including phone conversations and emails) may be recorded and recorded by Townley for quality assurance, legal, regulatory and training purposes.

14. Third Party Rights

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

15. Assignment

15.1 The Customer may not assign, transfer or delegate any of the Customer's rights or obligations under this Contract without the prior written consent of Townley. The Customer acknowledges that Townley may assign, transfer or delegate any of its rights or obligations under this Contract.

15.2 Townley may, at any time, obtain an alternative provider to provide the Service to the Customer. Substitute fixed line services may not be available immediately.

16. Severability

16.1 Any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, void ability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17. Waiver

17.1 If at any time Townley does not require the Customer to comply with any provision of this Contract, this will not prevent Townley from doing so in relation to that or any other provision of this Contract in the future.

18. Notices

18.1 Any notice under this Contract, whether required to be written or otherwise, may be given by Townley to the Customer by post, personal service, email or SMS messaging to any address, email address or phone number given to us by the Customer or on the Customer's behalf for correspondence with the Customer, or by posting such notice on Townley's website.

18.2 The Customer must give notices to Townley by post, personal service or email to the relevant address set out in the Contract or such other address as may be notified to the Customer by Townley for this purpose.

18.3 Any notice served by post will be deemed to have been received on the fifth working day following the day of posting, by email on the day of transmission and by personal service immediately on delivery.

19. Entire Agreement

19.1 This Contract represents the entire agreement between the Customer and Townley in relation to the Service and shall supersede all previous agreements.

20. Law

20.1 The laws of England and Wales apply to this Contract and both parties submit to the exclusive jurisdiction of the English courts.