

## 1. Services

This agreement covers the provision by UK Wholesale Direct (Major Office: UK Wholesale Direct, Lytchett House 13 Freeland Park, Wareham Road, Poole, Dorset, England, BH16 6FA) to you the "customer" of our telecommunication services. We may vary these terms and conditions at our discretion and at any time by giving to you not less than 14 calendar days notice in advance, any changes will be published online at <http://www.uk-wholesale.co.uk>. Continued use of the services thereafter will be deemed acceptance of such changes. Broadband with UK Wholesale Direct may be via a separate agreement to these terms.

The customer also hereby agrees to undertake the services provided in accordance with the telecommunications act 2003, and any amendment to this act thereof, and the UK Wholesale Direct fair usage policy, the customer further more undertakes not to use the service:

- a) as a means of communication for a purpose other than for which the services are provided for and
- b) for the transmission or receipt of any material which is defamatory, offensive or of an abusive or menacing character or otherwise is in breach of UK Wholesale Directs acceptable use policy. UK Wholesale Direct provides you your services via WLR and NGN (next generation networks). WLR means that UK Wholesale Direct will bill you for the rental of your BT line and BT Openreach will continue to service and maintain these lines. Developments in network technology, known as LLU (Local Loop Un-Bundling) may enable us to provide fixed lines with broadband services to you through NGN. If you have previously agreed to take out WLR services we may transfer you to our LLU network but you will still receive the same services from UK Wholesale Direct as before the transfer. In all circumstances your phone line(s) from the exchange and your premises will continue to be maintained and repaired by BT Openreach engineers.

## 2. General

You may not without written consent transfer this agreement or any rights under it. If any provision or condition of this agreement shall be invalid or unenforceable, the remaining terms shall continue to apply.

The agreement and documents referred to in it represent the entire contract between you and UK Wholesale Direct, to the exclusion of any terms subject to which you may accept, or purport to accept the service. Any variations (other than changes made in accordance with this agreement) shall be fully accepted by both parties in writing.

In entering into this agreement the customer acknowledges that it does not rely on any representations which are not confirmed in the terms of this agreement, but nothing in this agreement affects the liability of either party for fraudulent misrepresentation. The parties agree that the contracts (rights of third parties) act 1999 shall not apply to this agreement.

Any failure by either party to enforce any right shall not be deemed a waiver of any such right. The English courts shall have executive jurisdiction for the purposes of determining any dispute or other matter which arises out of or in relation to this agreement. Any notice or other communications by us to you will be made to your currently held billing address and shall be valid and effective as soon as sent to you whether or not received by you. Any communications by you to UK Wholesale Direct must be sent to the correspondence address above, and must quote your account number/CLI and shall not be effective until received by us.

## 3. Charges & Pricing

UK Wholesale Direct charges you for using the services covered by this agreement. Initially you are charged at the rates specified on the application form / Verification call or published in our price lists. Please note:

- a) Charges are calculated from data recorded by UK Wholesale Direct and not from your own records
- b) Where a direct debit is unpaid due to insufficient funds or cancellation a £15.00 administration charge will be included on your next monthly bill.
- c) A charge of £5.00 may be charged for restricting outgoing call due to late payment of an invoice. A standard charge of £12.00 will be added to your next bill to re-instate services suspended due to continued non payment of an invoice. We may amend our prices and endeavour to inform you at least 14 days in advance of any such change. All UK Wholesale Direct charges are subject to VAT at the prevailing rate (Currently 20%)
- d) Line rental, service charges and call packages are billed one month in advance or up to 12 months in advance on selected promotions.
- e) UK Wholesale Direct will charge £109.99 + VAT to reinstate lines that have been ceased due to non payment
- f) Calls charges are calculated from the records that we receive from your exchange and are charged at the pence per minute rate of your tariff, inclusive minutes are deducted from your allowance on a per second basis unless otherwise specified, individual charges are rounded up to the nearest half penny and your total call charges rounded up to the nearest whole penny. Each call may be subject to a per call setup fee, some numbers such as 118 numbers have different call set charges UK Wholesale Direct will not inflate this charge to be more expensive than the rate set by the 118 provider and/or that charged by BT Business.
- g) Fair Usage policies apply to all inclusive/minute call packages and UK Wholesale Direct reserve the right to switch users with a high/excessive call pattern to a more suitable tariff at any time.
- h) Local and national calls are numbers beginning 01, 02 and 03 only and do not include non geographic numbers (0845, 0844, 0870 etc), premium rate numbers (09xx) and internet access numbers.
- i) International rate charges vary and are at the pence per minute rate specified for that country regardless of pricing structure or plan, connection charges may apply to these and all calls unless they are part of an inclusive call packages or calls to free-phone numbers. Please refer to UK Wholesale Directs price list for further details.
- j) Any calls that are routed by any means beyond the control of UK Wholesale Direct and for which you are invoiced by another provider will remain the responsibility of the customer.
- k) The customer agrees to pay UK Wholesale Direct in full without any set-off all sums due to UK Wholesale Direct under agreement. Should you have any dispute with regards to the usage charges or any other charges, the customer shall give written notice to UK Wholesale Direct of the amount in dispute and the reason for the dispute. Any rectification or amendment of such disputed charges are limited to 6 months prior to the written notification being received by UK Wholesale Direct and remains at UK Wholesale Direct's sole discretion. Such notice must be received prior to the customer failing to pay any amount due to UK Wholesale Direct, failing which the customer shall be deemed to be in breach of the contract. The customer shall remain liable to pay all amounts not in dispute in accordance with the terms of this agreement.

You the customer remain liable for all charges whether the customer or someone else used the service and whether the services were used with the customers knowledge and consent or otherwise including and not limited to calls made by a rogue caller and calls made by any third party who has gained unauthorised access to the customers systems.

## 4. Payment Terms

- a) Monthly variable Direct Debit is the primary means of payment of UK Wholesale Direct invoices and UK Wholesale Direct reserve the right to refuse customers not wishing to pay via Direct Debit
- b) You will be notified of any problems with your payments or direct debit instruction. Arrears and/or unwillingness to maintain payment by Direct Debit may result in your lines becoming restricted and/or additional charges being applied.
- c) In particular if you fail to pay any sum due, we shall be entitled to charge any expenses involved in the recovery including legal and court fees as well as interest on the amount due at the rate of four percent (4%) above the Barclays Bank Plc base rate ruling from time to time calculate from the due date until complete collection.
- d) Cancellation of the Direct Debit does not constitute notice of cancellation of this contract.
- e) You are protected at all times by the Direct Debit guarantee as detailed below.
- f) UK Wholesale Direct will charge an administration fee for payments received/tendered by means other than direct debit. UK Wholesale Direct reserves the right to amend this without notice. Basic tariff - £2.95 + VAT. UK Wholesale Direct reserves the right to perform a credit check with no prior notice on any legal entity and to pass the entity's credit history with UK Wholesale Direct to other credit agencies and/or county court.
- g) UK Wholesale Direct reserves the right to at any time request a deposit. Paid in advance, from the entity should periodical credit checks reveal insufficient credit scoring or CCJ's or if unusual

usage and call charges are incurred. Should this request not be met with 30 days of notification by us we reserve the right to terminate the contract and demand full and final outstanding balance settlement with immediate effect.

- h) UK Wholesale Direct may, at its sole discretion and at any time, impose a credit limit on your account. Any credit limit imposed can be amended without prior notice. If you exceed any such limit we may demand immediate payment of the charges and/or suspend the service; and you will still be responsible for all charges incurred including those exceeding the pre set limit.
- i) UK Wholesale Direct will charge £199 + VAT disconnection fee should your contract be terminated due to non payment in addition to any other charges associated with breaking your agreement.

## 5. Duration

This agreement shall commence on the date hereof and shall continue until terminated by either party giving to the other not less than 30 days prior written notice. Such notice must be sent by recorded delivery mail effective on the date the notice is received by UK Wholesale Direct.

The agreement will have the minimum duration specified on the contract which was included with your application confirmation letter and will continue to be in effect until written notice as described above is received and the subsequent 30 days have elapsed and any outstanding balances cleared.

We may end this agreement without giving you notice if you break any of your obligations set out under, clauses 3, 4 & 7 of this agreement.

On termination of this agreement for any reason you will:

- a) Immediately pay any outstanding balance/invoices due
- b) Be responsible for any required engineering, reprogramming costs for you to use an alternative supplier. In addition to this, if you terminate this agreement prior to the end of the period specified on the application and after your account has been provisioned (except if you terminated in accordance with the provisions of this agreement, as a result of insolvency or winding up) you will:
- c) Reimburse UK Wholesale Direct for any cost incurred in releasing you from your contractual obligations with BT, or any other network provider prior to transferring to the UK Wholesale Direct service (if applicable)
- d) Pay us (in addition to 5a & 5b) your monthly line rental and average call spend in advance up to your contractual agreement date or a minimum disconnection fee of £199 + VAT should you terminate your contract within 3 calendar months of your legal termination date.
- e) A disconnection charge may apply for work to disconnect services; this charge is £39.95 + VAT per service plus £55 + VAT for any additional engineering hours, where any additional hours of engineering work may be required we can impose a cap on this at your request however any subsequent visits to complete disconnection or reprogramming work count as a second disconnection charge and would attract a second £39.95.

## 6. CPS

CPS, carrier pre-selection, is the routing of your calls through a carrier other than BT. Your phone line(s) are still maintained by BT engineers but the calls are carried on another network. We may select and at any time change any carrier or other service provider for the purposes of providing CPS. You hereby irrevocably authorise us to give all notices, nominations and other authorisations necessary for us to provide the CPS service.

## 7. Your Responsibilities

We agree to provide you with the services as specified on the application form/verification call, subject to the provisions of this agreement. You agree:

- a) To use the service in accordance with this agreement and all of its clauses, any instruction given by us from time to time and any laws, regulations and licenses which apply to the use by you of the services.
- b) Not to allow an alternative supplier to override or bypass our service either through the installation of equipment or through the BT local exchange or through any other means.
- c) To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the services of any previous supplier(s).
- d) Not to use the service to transmit and material which may be abusive, offensive, obscene, indecent, menacing, and defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence.

## 8. Suspension of Service

We may suspend the service (without being liable to compensate you):

- a) In the event of a local or national emergency.
- b) To comply with a request from a government or other competent authority
- c) To protect or provide service to rescue or other essential services or otherwise
- d) To maintain the quality of our services
- e) If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice)
- f) If an event occurs which is beyond our reasonable control
- g) If you break any part of this agreement
- h) If we have good reason to suspect fraudulent activity or misuse of our service or any other breach by you of this agreement

Furthermore, UK Wholesale Direct shall be entitled, for business, operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on UK Wholesale Direct by its license or by any other competent authority (including any network providers), to withdraw or change any telephone number or code or group of numbers of codes allocated to the customer whether on a temporary or permanent basis provided that UK Wholesale Direct gives the customer the maximum period of notice in writing thereof practicable in the circumstance.

## 9. Liability

a) neither party will have to compensate the other for any detrimental event beyond the other's reasonable control

- b) In this agreement, 'beyond reasonable control' included any act of God, reduction or failure of power supply, other telecommunication operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, act of terrorism, military operation, riots or delay, employee dispute, or supply of equipment by third parties.
- c) In any event, we will not have to compensate you for any harm to your business, loss of revenues, loss of anticipated savings, loss of profits or other indirect, consequential or special losses and not any charges incurred by you with another call carrier. If the services fail to operate or the customer diverts traffic to another carrier, UK Wholesale Direct will not be responsible for the carrier's charges.
- d) These exclusions shall not apply to the fraudulent activities of either party, nor to any claw-back or other losses suffered by UK Wholesale Direct pursuant to the determination by an airtel services provider that the customer has used and/or provided services using the equipment and/or services which it deems a gateway.
- e) Without prejudice to this our liability to you in contract or tort arising under or in connection with this agreement shall be limited to a refund or our line rental charges for the period during which you were unable to use the services and in no event shall our liability to you for any event or series of connected events exceed £250. We do not limit our liability for death or personal injury resulting from our negligence.

## 10. Repairs

a) BT Openreach will continue to maintain your line and will continue to fix any faults that may occur. If you have broadband on your line(s) other network providers may have to repair faults at the exchange level. We will use our best endeavours to correct any defect or fault in the services provided to you as quickly as possible. Customer service & Fault Fixing helpline is 0161 850 1288.

b) UK Wholesale Direct reserves the right to apply £120+ VAT engineering call out charge if a fault is found to be on your own equipment or caused by accidental damage. Additional time related charges may also be added.

## The Direct Debit Guarantee



This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

If there are any changes to the amount, date or frequency of your Direct Debit FCC re UK Wholesale will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request FCC re UK Wholesale to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by FCC re UK Wholesale or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society. – If you receive a refund you are not entitled to, you must pay it back when FCC re UK Wholesale asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.