



The Phone Co-op Terms and Conditions of Service for Business Customers

DEFINITIONS

"Agreement" means these Terms and Conditions of Service (as amended by Us on occasions and as they apply to the Services You choose), Fair Use Policy, Acceptable Use Policy, the Price List and the Application Form and any supplemental Agreement (including, where applicable, any Service Level Agreement) that We may enter into with You regarding the Services

"Application Form" means the Application Form completed by You or on Your behalf, whether electronically or otherwise, applying for a contract for Services with Us.

"Airtime" means wireless telecommunications Airtime and Network capacity procured from the Network Operator.

"AUP" means **"Acceptable Usage Policy"**. The AUP describes the principles that govern the use of Our Internet Services and is designed to help protect You, and the internet community, from irresponsible, abusive or illegal activities.

"Broadband" means Our Internet Service whereby You may gain direct access to the Internet via Your phone line provided in accordance with the package You have selected on Your Application form.

"Bundle" means the text, minute, picture message, data or other package which You buy from The Phone Co-op for a pre-determined fee.

"Call Package" means a monthly call allowance with a monthly charge as detailed on Our Website.

"Calls" means the ability for You to make telephone Calls via Our fixed line telecommunications Network in accordance with this Agreement.

"Charges" mean the Charges for Services payable to The Phone Co-op by You in accordance with the Price List.

"Commencement Date" means the date upon which Services are first provided to the Customer.

"Combined Package" means a combination of Line Rental and Broadband and may include a Call package or another product.

"CPS" means a method used to allow Us to automatically route Your Calls over Our telecommunications Network.

“Equipment” means the hardware, such as telephone system, router, handset or dongle, that is required to access any of the Services. Your Equipment may be recommended or supplied by The Phone Co-op or You may purchase the Equipment from an alternative supplier, dependent on the Services provided.

“Fault Repair Service” means the Service provided to allow You to report any line fault and Us to arrange repair. Details of the Service are described in the Price List.

“Fibre Optic Broadband” means Our Internet Service whereby You may gain direct access to the Internet via Your phone line by using fibre optic cables to transfer the data whether from Your premises or from the nearest street cabinet to the exchange. It is typically faster than a Broadband service that transmits exclusively down copper wires.

“Handset” means a wireless telecommunications device or Mobile phone incorporating a SIM Card.

“Internet Service” means the Phone Co-op electronic mail, electronic publishing, Internet access, Web and database hosting, managed servers and other internet based Services sold and distributed by The Phone Co-op Limited.

“Line Rental Service” means the Service to allow You to rent access to the main telephone line. Line rental is from the line card housed in a BT Exchange (or any Network telephony Equipment which provides substantially the same function), to the Network Terminating Point at the Premises.

“LLU” Local Loop Unbundling (LLU) is the process where the incumbent operators (BT and Kingston in the UK) makes its local Network (the copper cables that run from customers premises to the telephone exchange) available to other companies.

“PAC” means Porting Authorising Code and is a 9 digit number which is required to transfer a Mobile number between Service providers.

“Minimum Period” means in respect of each Service the first 12 months of the Service from the Commencement Date or the period set out in the Price List, or agreed with You, at the time of application. There is no Minimum Period for only purchasing Calls.

“Mobile Line Rental” means the Charges payable by You which forms the non-usage dependent part of the Airtime Charges.

“Mobile Service” means the Wireless Service, Mobile Line Rental and any Handset sold and supplied by Us and which is typically paid for via Direct Debit after the issue of a monthly bill. It also includes any Handset sold and supplied by Us. **Not covered by this Agreement is Our “Pay-As-You-Go” service, which is instead covered by Our separate terms and conditions available on Our website and at payg.thephone.coop.**

“Monthly Data Usage Allowance” means the amount of data usage available on Your Broadband Service without extra charge. We measure the total data transferred over Your Broadband connection, both download (receiving email, Web browsing, downloading files) and upload (sending email, file sharing). If You use more than Your allowance in a month, the additional usage is charged at the rate given in the Price List.

"Network Operator" means the Network Operator who operates the wireless telecommunications Network or Networks to which the SIM card is connected and from whom We procure Airtime.

"Network or Networks" means the Phone Co-op approved Networks for carrying Calls.

"Our Website" means <http://www.thephone.coop>.

"Price List" means the material published by Us from time to time which includes the prices and rates for the Service or Equipment.

"Services or Service" includes but not limited to Calls, Call Packages, Internet Services, Line Rental or Mobile Services provided by The Phone Co-op in accordance with this Agreement.

"SIM Card" means the subscriber identity module supplied by the Network Operator (and which will remain the property of the Network Operator) which identifies a Handset as belonging to You and is used to access Our Service.

"SMS" means short messaging Service, which enables text messages to be sent and received via Handsets connected to the Wireless Service.

"Termination Notice" means the notice to terminate this Agreement served which should be submitted in accordance with a Termination Notice - details in Section 7.

"The Phone Co-op", "Us" or "We" means The Phone Co-op Ltd (part of The Midcounties Co-operative, Industrial and Provident Society, registered number IP19025R, registered address, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA). **"Our"** will be interpreted accordingly.

"Third Party Operator" means the operator of any telecommunications Network system over which We provide the Service.

"Wireless Service" means the provision by The Phone Co-op to You of Airtime.

"You or Customer" means The Phone Co-op customer or any employee of the customer entering into this Agreement, including any person We reasonably believe is acting on that person's authority, and who may be connected to the Phone Co-op Internet, telecommunications or wireless network, issued with usernames and passwords in order to access Internet systems, connect and rent space on the Phone Co-op server(s). "Your" will be interpreted accordingly.

2 OUR OBLIGATIONS

The Phone Co-op will:

Use all reasonable efforts to provide You with the Services by the date We advise You, though We do not guarantee that the Services will commence on that date;

Use all reasonable efforts to ensure the Services continue to be provided throughout the term of Your Agreement, though We do not guarantee the availability of Services;

Aim to provide high standards of customer Services within the hours published on Our Website;

Use all reasonable care and skill of a competent telecommunications Service provider to provide You with high quality Services. We will correct any failures in the Services as soon as it is reasonably practical unless the failure is caused by a reason covered in Section 5;

Use all reasonable efforts to maintain accurate records so as to ensure accurate billing.

Despite all reasonable efforts to ensure the availability and continuation of the Services We do not guarantee the availability of Services and accordingly We will have no liability to You, however occurring, in the event of any interruption to or failure of any Service(s).

We will treat all Customers equally and endeavour to provide the same quality of Service to each Customer, without discrimination.

We will let you know about all service and price information and other related communications by writing to you via the contact email address you have provided and/or the Phone Co-op default email address if you have chosen one when you take the service from us, or by post to the address provided by you in the Customer Order. If you do not choose to take an email address provided by The Phone Co-op, it is your responsibility to provide us with a valid email address. You must keep this information up-to-date and check your email regularly.

3 YOUR OBLIGATIONS

You will ensure that:

Your Equipment (to the extent that it is not provided or maintained by Us) is in good working order and complies with all the applicable standards and approvals so as to enable the provision of the Services; and

You do not use the Services for any improper purposes or in a manner which is offensive or for a purpose which is unlawful, nor allow others to do so; and

You do not permit or suffer Your employees or members of Your household to act or omit to act in any way which may injure or damage any persons' property or in any way which may cause the quality of the Services or any aspect of them to be degraded; and

You only use and connect phones, ducting, cables, sockets and other Equipment approved for use by Our approved Networks and

which comply with all relevant legislation and regulations relating to their use; and

You do not use the Services for any purpose other than that for which they were designed or intended; and

You comply with this Agreement and any reasonable instructions We give You relating to use of the Services; and

You provide reasonable assistance to Us to enable Us to provide the Services; and

You obtain access to all appropriate sites for Our engineers and other of Our personnel at mutually agreeable times and allow removal, installation and maintenance of Our Equipment when requested by Us; and

You meet Your payment obligations set out in Section 6; and

You pay Us for visits required by Us at rates listed in the Price List where the fault does not lie with Us or Our Equipment or when You damage Our Equipment; and

You will indemnify Us fully for and against all losses, liabilities, costs (including legal costs) and expenses which We may incur as a result of any misuse of the Services and/or the Equipment, whether by You or not.

You will indemnify Us against all losses, liabilities, costs (including legal costs) and expenses which We may incur as a result of any breach of Your obligations under this Agreement to a value equivalent to twice the value of the annual Charges paid by You in respect of one event or series of events in any calendar year.

The resale of Our products, Services or accounts is not permitted, without Our prior written consent.

You must provide us with accurate, true and correct contact details. You must keep this information up-to-date and check your email regularly.

4 PROVISION AND USE OF OUR SERVICES

The following sections relate to each Service where they are delivered to You. These Services are for business use only.

4.1 FIXED LINE CALLS

4.1.1 General

We will supply You with telephone Services which may use an access code or CPS or LLU, calling line identity and another operator's exchange lines to route selected outgoing Calls over and via Our approved carrier Networks. Our approved carrier Networks will now mean the telecommunication systems operated by virtue of their licenses under Section 7 of the Telecommunications Act 1984 and any re-enactment or modification of this Act. Our acceptance under this Agreement is subject always to Our satisfying ourselves that We can provide the Services to You, by carrying out a site survey, if appropriate. Should We find after a site survey that, for any reason, providing the Services is unacceptable to Us, this Agreement or an individual order may be rescinded by Us without any liability.

You accept that You do not own any telephone number We make available to You.

If we supply a non-geographic number beginning 084 or 087 for Your Business it is Your responsibility to publish the Service Charges wherever You advertise Your non-geographic number. The Advertising Standards Authority and Phonepay Plus are responsible for ensuring compliance with that requirement.

4.1.2 Call Packages

The Anytime and Evenings and Weekend call packages are only available to residential customers and are not for business use.

4.2 LINE RENTAL

4.2.1 Provision of and use of the Service

If You take up Our Line Rental Service You must also take Our Call Service. We may take action to ensure all Calls are carried over Our Network.

If We provide the Line Rental Service to You then You authorise Us to act on Your behalf in all dealings with any Third Party Operator in connection with any matter that enables Us to provide or to continue to provide You with the Line Rental Service.

The Line Rental Service may be affected by circumstances We cannot control. For this and any other reason, We cannot guarantee that the Line Rental Service will be free of faults or interruptions, timely or secure.

Certain Services which are provided by Third Party Operators may not be compatible with the Line Rental Service. You should be aware that such Services may be automatically removed from Your line during set up and may no longer be available to You.

You agree to follow any reasonable instructions that We may give You about the Service. This includes giving Us or a Third Party Operator access to Your premises.

You will agree to get any permission needed from someone else, for example Your neighbour or landlord, if We have to cross their land or put Our Equipment on their premises.

4.2.2 Faults with the Line Rental Service

If You suffer or suspect a fault with the Line Rental Service then You should contact Our Customer Services Team. If You try and contact any Third Party Operator it is likely that they will ask You to contact Us.

We will work on any fault that is reported to Us according to the Fault Repair Service We have agreed to provide to You. The Fault Repair Services are explained in Our Price List.

You agree that You will be responsible for all Charges that You incur or We incur on Your behalf in repairing the fault with the Line Rental Service unless the fault is the result of any act or omission of Us or a Third Party Operator. Line Rental does not cover the replacement of internal or external wiring damaged accidentally or maliciously.

If We decide that an engineer should be sent to Your premises in connection with a fault and that engineer arrives within an agreed appointment time, You will incur an administration fee if You are not available at the agreed time.

If an engineer attends a fault and decides the fault is with the Equipment owned by You then You will be charged for any work carried out and the engineer may disconnect the Equipment.

4.2.3 Charges

You must pay Us rental from the day We supply the Line Rental Service. We will usually ask You to pay the rental in advance. The rental will depend on how We classify Your line. The classifications are explained in Our Price List.

4.3 INTERNET SERVICES

4.3.1 The Service (including Broadband)

We will issue to You user name (s) and password (s) and electronic addresses so that You may use the Service.

We reserve the right to make changes to the specification of the Service without notice. We may delete any email held using email addresses you have registered with Us if you have not accessed your email for more than 3 months.

Unless otherwise notified, Your Service will be renewed on an annual or monthly basis depending on the Service provided and as outlined in the Price List.

It is Your responsibility to keep Your password(s) secret. If a third party uses Your name and password with or without Your consent, then You will be responsible any costs incurred.

4.3.2 Web Hosting

We try to ensure server security and integrity of data at all times. However, despite our efforts, issues may occasionally arise which are

beyond our reasonable control. Where an issue does arise with a specific service, we will use all reasonable efforts to resolve the problem. However, we do not guarantee that we can restore any lost or corrupted data and we will have no liability for the loss or corruption of any data. It is your responsibility to ensure that you back up your data as necessary for you.

We scan all files on upload via FTP. While we do our best to block infected files, we cannot guarantee that we will catch them all. We cannot be held liable for any virus infections caused by visits to your site.

All data created or stored by you within our applications and servers are your property. We will allow access to such data only by our authorised personnel as may be necessary to provide the services. You will indemnify us, hold us harmless and keep us indemnified against any claim, loss or damage in respect of any web server content, email content or any other data contained on our servers or within applications on our servers.

4.3.3 Service Limitations

You will not use the Service nor permit the Service to be used for the transmission or publication of information (including images and sound files) which is criminal, defamatory, or in breach of Our AUP or a third party's intellectual property rights or rights of confidentiality, and will indemnify Us for and against all losses, liabilities, costs (including legal costs) and expenses which We may incur in the event of such information being transmitted or published. We reserve the right to remove files without notice if We suspect they are in contravention of the Agreement.

You undertake to comply with all rules, regulation and laws relating to the Service or its use including the Data Protection Act 2018.

You must not use the account(s) provided to You for the purpose of obtaining unauthorised access to any computer or Service, nor disclose any passwords provided to any third party, for any reason other than by order of the Court.

4.3.4 Usage Policies

Our Fair Use Policy and Acceptable Use Policies form part of this Agreement and are published on our Website.

4.4 BROADBAND SERVICES

4.4.1 Availability

Availability and activation of the Service is subject to survey. We will send confirmation or otherwise by email prior to activation. If confirmed, the activation will proceed automatically. There is a possibility that activation of the Service may result in You experiencing a temporary loss of Your analogue line.

We cannot continue to provide the Service to You if You choose to terminate Your telephone Line Rental, or You change the Services on the telephone line so that Broadband cannot be enabled. Nevertheless, if this happens, You will continue to incur Charges until You have terminated Your Agreement in accordance with these terms.

4.4.2 Equipment

It is Your responsibility to install the Equipment and We recommend that You complete installation as soon as You have confirmation of activation from Us. If You purchase Equipment from Us and it is faulty upon arrival, You must notify Us as soon as possible, so that a replacement can be sent.

4.4.3 Minimum Specifications

Where the Service is successfully activated, but You are unable to use the Service because either (i) You have not met the Minimum Specifications We informed You of during the registration process; or (ii) You have not purchased or installed suitable Equipment, which will be determined solely by Us, then You will incur Charges from the date the Service is activated; and We will not be responsible for any Equipment or any other products that You have purchased but cannot use. You will continue to incur Charges until You have terminated Your Agreement in accordance with these terms.

4.4.4 Monthly Data Allowance

Depending on which Service You have, there is a set Monthly Data Usage Allowance. The total volume of data transferred over Your connection, both download (e.g. receiving email, Web browsing, downloading files) and upload (e.g. sending email, file sharing) is measured. Exceeding this allowance incurs Charges as set out in the Price List.

We will use reasonable endeavours to notify You via email before and after this allowance has been reached during a monthly period. It is Your responsibility to provide Us with a working email address, and to check these for notifications. The timeliness, accuracy or delivery of these notifications does not affect Your liability to pay for Charges incurred if the monthly data allowance has been exceeded.

If You use third party software to monitor Your data usage this may be a useful guide, however it may not give a wholly accurate reading. We cannot accept any responsibility if You incur additional usage Charges not indicated by such software, which subsequently prove to be incorrect.

4.4.5 Performance

We can provide You with Our Broadband Service, however, We cannot guarantee that maximum transmission speeds can be obtained at any time; nor can We guarantee that,

where You are eligible to receive a speed upgrade, the upgrade can be successfully completed within the indicated timelines; however We will use all reasonable endeavours to inform You of any issues, and attempt to resolve them, as soon as is reasonably possible.

Performance is dependent on line length and line conditions. As line conditions will vary, so the line rate will vary, and may deteriorate over time.

Due to contention on the telecommunications Network and other factors outside Our control the speed of Service may vary from time to time. In addition the speed and limitations of Your chosen access Equipment may affect the Transmission Speed that We can provide You.

The available speed is dependent on the actual Network capacity available at that time, and data throughput equal to the maximum line rate may not be reached on some lines provided with the Service.

4.4.6 Security

We cannot guarantee security and strongly recommend that You make use of personal firewalls and other security software, such as anti virus programs, to safeguard Your computer.

4.4.7 Regrading Your Broadband Service

You may apply to upgrade or downgrade Your Broadband Service at any time. Changes to Your Broadband Services may incur a charge as indicated in the Price List. Your new Broadband Service will commence on the first day of next calendar month following the date We receive of Your application.

4.4.8 Fibre Optic Broadband Service

The following special conditions shall apply in relation to our Fibre Optic Broadband Service.

If you are already a Customer in receipt of our Broadband Service you will have to agree to the commencement of a new Minimum Period for your packaged Services and that Minimum Period will begin when we successfully install the Fibre Optic Broadband Service.

When you sign up to the Fibre Optic Broadband Service we will arrange a convenient time for an engineer to visit the Premises to install and set up the necessary equipment for the provision of the Fibre Optic Broadband Service. From time to time, we may have to re-schedule an appointment. If we have to do this, we will try to re-schedule another appointment as soon as reasonably possible. We will not be responsible to you for any delay in keeping appointments or if we have to re-schedule an appointment. Please note that an engineer may contact you directly in relation to your appointment for the installation of the Fibre Optic Broadband Service.

You will usually be charged a fee for the installation and set up of the Fibre Optic Broadband Service (the "Fibre Optic Activation Fee") and you will be informed of that fee at the time you order the Fibre Optic Broadband Service.

If you have agreed to a visit from an engineer you or someone over the age of 18 authorised by you must be present. If the engineer is not able to come onto your Premises or get access to any equipment, we may charge you an abortive visit charge listed in our Price List.

In order to provide the Fibre Optic Broadband Service the engineer may have to move the location of the telephone master socket within the Premises as well as install additional wiring. If you do not consent to the change in location of the telephone master socket or the installation of additional wiring the engineer will cease the installation of the Fibre Optic Broadband Service, you may be charged a fee to cover our reasonable costs and you will revert back to the Services we provided to you prior to your order of the Fibre Optic Broadband Service.

At the time of your Order we will give you an estimate of the Transmission Speed that we expect your Fibre Optic Broadband Service connection to attain and we will only process your Order if that estimate is above the minimum Transmission Speed stated for the Fibre Optic Broadband Service.

If an engineer visits the Premises to install and set up the Fibre Optic Broadband Service and the Transmission Speed of your Fibre Optic Broadband Service does not reach the minimum specified by us in relation to the Fibre Optic Broadband Service we will be unable to provide the Fibre Optic Broadband Service to you. In these circumstances you will not be charged the Fibre Optic Activation Fee.

It may take up to two weeks from the date of installation for the speed which you achieve through the Fibre Optic Broadband Service to stabilise.

You may cancel your Order for the Fibre Optic Broadband Service at any time up until the Commencement Date. If you cancel your Order for the Fibre Optic Broadband Service you may be charged a reasonable fee in relation to the work that may have been undertaken at your home or exchange.

If you cancel the Fibre Optic Broadband Service prior to the expiration of the Minimum Period you may incur a charge in accordance with Section 7.2.

4.5 MOBILE SERVICES

4.5.1 Service Standards

You acknowledge that We are entirely dependent upon Our suppliers and the Network Operator in relation to the quality of Airtime, in terms of line clarity, and call interference and the geographic extent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other causes of physical or electromagnetic interference that may from time to time adversely affect the provision of Airtime.

4.5.2 Provision of and use of the Wireless Service

On acceptance of an application by You, We agree and undertake to use reasonable endeavours to provide the Wireless Service on the following terms:

We will provide the Wireless Service by a date which We will specify. If You request any change to Your application then We may need to determine a new date for provision of the Wireless Service. All dates for provision are estimates only. We accept no liability for failure to meet any estimated date for provision.

We will operate a fault repair Service in respect of the Wireless Service but not of Your Handset if this has not been purchased from Us. You should report any faults in the Wireless Service to Customer Services.

We will provide the Wireless Service to You and will use reasonable endeavours to procure the Service from the Network Operator on a 24 hour a day 365 days per year basis and connect and activate each SIM Card on to the Wireless Service and to allocate numbers appropriately to each SIM Card.

You agree not to use the SMS Service for the purpose of marketing or advertising.

You agree that We are acting as a Wireless Service provider and as such have no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to You.

4.5.3 Bundles

Each Bundle lasts for one calendar month, even if You use it all sooner, or until it is cancelled or terminated. Your Bundle will automatically be renewed each month for a further month. You may end a Bundle up to 10 working days before it is renewed by contacting Customer Services. If You do, We will end it on the Bundles renewal date. You will be liable for all Charges incurred up to the Bundles renewal date, regardless of when You give notice of cancellation.

We may need to change or withdraw any element of the Bundle Service as a result of changes made by Our suppliers or if the Bundle Service is uneconomical, technically impractical, and unfeasible or otherwise not fulfilling its purpose to You or Us. If We do, We will give You as much notice as We reasonably can.

You may only have one Bundle type per Mobile phone number at any time. Bundles are non-transferable and cannot be exchanged for cash.

If Your Bundle is renewed, or changed to a different Bundle, unused allowance in Your existing Bundle will not carry over to the next month. If You end Your Bundle or change to a different Bundle You will not be able to use any unused allowance.

Any voice call, text, picture message or other use of Airtime outside of or in excess of Your monthly Bundles allowance will be subject to additional call Charges set out in Our Price List or on Our Website.

4.5.4 Lost or Stolen SIM cards

You undertake that throughout the Service Period You will notify Us immediately (and to 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 the Wireless Services. You will be responsible for any Charges incurred as a result of unauthorised use of any SIM Card, or the information contained within a SIM Card, until We have suspended the Service.

4.5.5 Handsets and Dongles

It is Your responsibility to set up your Handset or Dongle and We recommend that You set up your Service as soon as You have confirmation of activation from Us. If You purchase or

receive Equipment from Us and it is faulty upon arrival, You must notify Us within 21 days of receiving the Equipment, so that a replacement can be sent.

4.5.6 Charges

You must pay Us Mobile Line Rental or Bundle Charges from the day We supply the Wireless Service. We will usually ask You to pay the Mobile Line Rental in advance. The Charges will depend on which tariff You choose.

We reserve the right to disconnect the Wireless Service on any SIM card should there be no usage in two consecutive calendar months. We will use reasonable endeavours to notify You if We are considering disconnecting the Service.

If We or You disconnect or terminate Service within Your Minimum Period, or You discontinue to use the Wireless Service then You will still be liable for the Mobile Line Rental or Bundle until the end of the Minimum Period.

4.6 PROVISION OF, USE AND RETURN OF EQUIPMENT

4.6.1 All Equipment

We will use all reasonable endeavours to ensure that all Equipment when delivered is in full working order; and perform in accordance with the manufacturer's description and specification.

Each Equipment is guaranteed according to the manufacturers' warranty. This guarantee does not extend to fair wear and tear. If You report a fault during any guarantee period, We will advise You how and where to send the device for repair provided always that:

- The Equipment, and any software associated with it, has been used always in strict accordance with Our or the manufacturer's/supplier's instructions and advice; and
- The fault is not due to damage (including lightning, electrical and accidental damage) or the actions or inaction of any party other than The Phone Co-op.

Our obligation to supply and support Equipment will cease as and from the date of any Termination Notice.

Acceptance of the Equipment by You will take place when You take delivery or possession. Risk in the Equipment will pass to You upon delivery and You will be liable for any loss or damage of the same as and from the time when it is delivered to the delivery location specified in the application unless the damage is caused by Our negligence.

Where Equipment is provided to You on a chargeable basis then, notwithstanding delivery and acceptance, title in the Equipment will not pass to You until the date upon which all invoices relating to it have been paid to Us in full. We reserve the right to withhold delivery until invoices relating to the Equipment have been paid in full.

Unless and until title in the Equipment has passed from Us to You, You undertake not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Equipment in any way.

We reserve the right to add to, substitute, or to discontinue any Equipment at any time. We do not guarantee the continuing availability of any particular device and (as You acknowledge) may be dependent upon third parties in this respect.

If You disconnect or terminate the Service within the Minimum Period, where Equipment is provided to You on a free of charge or subsidised basis, then We may levy a charge as set out in Our Price List.

If we have provided You Equipment on a free of charge basis and We send a replacement (e.g. as part of an upgrade to your Broadband to Fibre Optic Broadband) then we will send you instructions and a bag to return the old Equipment to Us. If You do not return the Equipment according to the instructions provided then we will be entitled to charge you for the new Equipment as set out in Our Price List.

4.6.2 Telephone systems

If your telephone system has least cost routing software You may need to have it reprogrammed to access Our network.

You will provide appropriate equipment space, ducting, environment and continuous stable electrical power to install and maintain the Equipment at your premises to enable Us to provide the Services without charge or cost to Us.

We will be responsible for and maintain the Equipment and Services to the point of interconnection with third party operators and will have no liability of failure of a third party operator's network or equipment if it affects the provision of the Services.

4.7 COMBINED PACKAGES

Combined Packages offer a single price for Line Rental, Broadband and may include a Call Package. We will bill You for the Services in accordance with the relevant minimum terms, tariffs, rules and Charges applying at the time the Service is billed. The Services may be still individually priced on Your bill.

4.8 LLU

We may offer fixed line Services on the LLU Network. Whether We can offer You this Service will depend on the location of Your line. On the day that We transfer You to the LLU Network, You may experience a temporary loss of Service of up to 8 hours. Afterwards, You may also have to re-set Your access numbers and/or passwords.

Unless You have agreed previously to take a Combined Package, We will seek to inform You prior to transferring You to the LLU Network and You will have the right not to be transferred.

If You have been transferred to the LLU Network, You need to be aware that:

You may no longer be able to use some telecommunications Services You purchase from other telephone providers, such as indirect access Services (whether using the BT 1280 or other indirect access codes);

You will no longer be able to use Broadband or Line Rental Services from other providers. We will not be liable for any Charges which may arise as a result of the termination of Your contract with Your existing providers for those Services;

If You want to switch one or more of Your Services to another telephone provider, We may have to provide Your remaining Service(s) through another Network. You accept that You may have to pay additional Charges for receiving Services from Us in that case.

5 WARRANTIES AND LIMITATION OF LIABILITY

To the extent that all or any part of the Services are faulty, unavailable, or interrupted We will use reasonable endeavours to correct such faults. We will not be liable for faults in Your telecommunication Equipment which result in Us being unable to provide the Services. We will not be liable for any claims relating to Your ability to use or to continue use of a particular telephone number or for maintenance or improvement of the Service that causes disruption.

Our liability to You will not extend any further than as set out below.

In no circumstances will We be liable to You or any third party for any loss of profits, revenues, business or anticipated savings, indirect or consequential loss or data being harmed or lost, whether actual or expected profits, revenues and savings whether in breach of contract, tort (including negligence) or otherwise. In the event of a failure in the Services We will not be liable if You direct your traffic or Services to another service provider for any additional costs or losses of doing so.

We will not be liable for any failure of performance of the Services for reasons beyond Our reasonable control including but not limited to default or failure of a third party (including Our approved carriers, public telecommunication operators or maintainers), government actions, failure in the supply of third parties access or other events of force majeure.

Our duty in performing any obligations under this agreement is to exercise reasonable care and skill of a reasonably competent communications provider. Any liability We may have of any sort (including any liability due to but not limited to Our breach of contract or negligence) is limited to the total of Charges paid by You in 12 months for any one event or series of related events, and in any 12 month period to £100,000 total.

We do not exclude liability in relation to death or personal injury caused by Our negligence.

This Section sets out Our entire liability in relation to this Agreement. All other express or implied terms, conditions or warranties (whether statutory or otherwise) are hereby excluded to the fullest extent permitted by law. The provisions of this Section will continue to apply even when this Agreement terminates or expires.

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

6 CHARGES AND PAYMENTS

We will prepare and send invoices in respect of Charges under this Agreement.

We will send You Your first invoice after We provide the Service which will itemise Charges for Services and provide other relevant Charges and information. We will send You further invoices monthly, but We may send You an invoice at any time. We will include all Charges on Your next invoice where possible, and in any event as soon as We can.

The prices and tariffs payable by You for Services are as set out in the Application Form and/or the Price List. Unless We expressly agree otherwise any and all Charges are inclusive of VAT.

Call Charges will be billed monthly in arrears and are due for payment 21 days from the date of the invoice. You will pay the Charges for the use of the Services authorised by You.

All Services are subject to a Minimum Period. No refunds will be offered during the minimum term.

Where any Service is terminated (however that may happen) You agree to pay to Us any cease charge (as posted on Our Website from time to time) where Our Third Party Operator levies such a fee against Us.

If payment is not made when due We may, without prejudice to its other rights, charge interest at the rate of 4% above the base rate from time to time of Co-operative Bank plc on any amount You fail to pay from the date when payment was due until the date of the actual payment. Interest Charges are in addition to applicable tariff debit discounts for late payment.

7 DURATION AND TERMINATION

This Agreement will commence on the Commencement Date and will continue for the Minimum Term and thereafter throughout the Service period until the same is brought to an end by means of a Termination Notice.

7.1 TERMINATION BEFORE ACTIVATION

You may cancel the Service at any time up to the Commencement Date. However, if you have ordered the Service(s) you must pay for any charges incurred, including cease charges and/or return equipment supplied as part of your Service, as applicable, or any additional set up charges incurred by Us.

7.2 TERMINATION AFTER ACTIVATION

7.2.1 Termination of Account including all Services

After the Minimum Period, You may end this Agreement by giving thirty days notice by calling or in writing to Our Business Sales. You acknowledge that termination of Your account will only be valid if You notify Us in this manner. The end date of all Services will be thirty days after the day We receive notification and You will be charged for Services during this period. If You terminate the Service within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period. If You change Your mind and want to retain Your account You can reverse the Termination Notice without interruption to the Services and without incurring any additional Charges up to 20 days after You provided Us with Your Termination Notice.

If We receive a Termination Notice and You use Our Line Rental Service, then, unless otherwise instructed or the line transfers, Your line(s) will cease 30 days after the notification.

7.2.2 Termination of individual Services

It is Your responsibility to terminate any Service which is no longer required. The notified Service will cease thirty days after the day We receive notification and You will be charged for

all Services during this period unless otherwise agreed. If You terminate the Service within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period. If You have taken a Combined Package then the Charges due mean the Charges for the Combined Package. If You change Your mind then You can reverse Your termination without interruption for up to 20 days after Your Termination Notice.

If We receive notification of any Service termination on Your account, Your account will still remain open until We receive a Termination Notice from You to close the account. You cannot terminate Your Calls Service whilst continuing to receive Line Rental on the same line.

Where any Service is terminated (however that may happen) You agree to pay to Us any cease charge (as posted on Our Website from time to time) where Our Third Party Operator levies such a fee against Us.

If You are changing Your Service such as regrading Your Broadband, ending a calling feature or changing tariff, and is not part of a termination of the account, or termination of a Service then, unless stated at the time of application, termination terms do not apply and the current Minimum Period continues.

If You want to switch one or more of Your Services to another telephone provider, We may have to provide Your remaining Service(s) through another Network. You accept that You may have to pay additional Charges for receiving Services from Us in that case.

7.2.3 Changing Line provider or ceasing Your line

You must give Us 30 days' notice to end Your Line Rental Service. If You decide to change Your line provider then it is Your responsibility to make the necessary arrangements with the alternative Service provider. If You wish to cease Your line then You must notify Us to cease Your line. If You are leaving Us to go to another provider, We will consider that You have given appropriate notice as soon as when We receive notice from Your new provider. If You are continuing to receive other Line Rental Services from Us then You will not be required to give 30 days' notice. If You terminate the Service within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period. If You have taken a Combined Package then the Charges due mean the Charges for the Combined Package.

7.2.4 Changing Broadband provider or discontinuing Your Broadband Service

You must give Us 30 days' notice to end Your Broadband Service. If You wish to change to another Broadband provider it is your responsibility to make the necessary arrangements with the alternative Service Provider. If You wish to cease Your Broadband then You must notify Us to cease Your line. If You are leaving Us to go to another provider, We will consider that You have given appropriate notice as soon as when we receive notice from Your new provider. If You terminate the Service within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period. If You have taken a Combined Package then the Charges due mean the Charges for the Combined Package.

If we are told to stop providing the service by someone other than you, we will immediately email you, asking you to confirm that this is what you want. If we don't hear from you within 10 days we will stop providing your service 14 days later.

7.2.5 Changing Mobile provider or discontinuing Your Wireless Service

You must give Us 30 days' notice to end Your Mobile Service. If You wish to change to another Mobile Provider You will need to call Us to request a PAC code. This is a PAC code request and not a Termination Notice. The PAC code lasts 30 days and if You do not change provider within that period You will need to request a new PAC code. Using Your PAC code does not terminate Your account and Charges continue to be payable by You until 30 days after You have given to Us a Termination Notice in relation to Mobile Services. If You terminate the Service within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period. If You have taken a Combined Package then the Charges due mean the Charges for the Combined Package.

7.2.6 Change of Address

This Agreement covers provision of the Service to Your current premises and to the phone number You wish to access the Service from those premises. If You move from the premises or change telephone number, it is Your responsibility to notify Us in advance in order for use to try to arrange to change Your Service to Your new premises or line. Provision of the Service at Your new premises is subject to survey. If You change Your Services during the Minimum Period and We are able to activate Your Service at Your new address without installing a new line then the current Minimum Period continues. Details of how to change address are available on Our Website. We reserve the right to restart the Minimum Period for the Service if the date of the change of address is within three months of the end date of the existing Minimum Period.

Some Charges (such as combined line and Broadband) may be dependent on the location of the line. We cannot guarantee that the same Charges will be available at the new premises.

7.2.7 Termination by The Phone Co-op

We may end this Agreement or any Service under it at any time by thirty days written notice save in any Minimum Period (unless termination arises as a result of any default).

In addition to anything else We can do, We can suspend the Services or end this Agreement forthwith at any time without informing You if there is any default where;

- You are in breach of the AUP or Fair Usage Policy, or
- You seriously or persistently fail to comply with the terms of this Agreement, or
- You persistently do not pay any Charges on time, or
- You fail any credit or fraud prevention check, or
- We have good reason for believing that any information You have given Us is false or misleading, or
- You are subject to any bankruptcy or insolvency proceedings, or
- despite Our reasonable efforts the Services are no longer available to Us, or
- We suspect that a fraudulent act is being, or may be, made in respect of the Services, or
- We observe a pattern of unusual usage We suspect may indicate potential fraud, such as exceptionally high call volumes, or
- You exceed any account limit relating to Your expenditure in any period, or
- You cancel a direct debit, or

- We suspect that You are in breach of Our or a third party's intellectual property rights or rights of confidentiality.
- You are abusive, threatening, behave aggressively to or harass any member of our staff, whether in person, by phone, by email or by any other communications method.

Upon ending or suspension of this Agreement all amounts You owe Us for use of the Services will be due and payable in full on demand and You will have no right to withhold or set off any such amounts.

We may, where reasonable, from time to time and without notice suspend the Services in any of the following circumstances without prejudice to Your rights hereunder, and use reasonable endeavours to restore the Service as soon as reasonably practicable:

- during any technical failure, modification or maintenance of the telecommunications systems by which the Services are provided, or
- because of an emergency or upon instruction by emergency Services or any government or appropriate authority (including the Network Operator) or for Your own security.

During any period of suspension arising from the circumstances detailed above, You will remain liable for all Charges levied in accordance with this Agreement. If We re-instate the Service following a suspension or disconnection, You may be liable for a re-connection fee if the suspension or disconnection is due to default.

8 COMPLAINTS

If You have a complaint or query regarding any aspect of the Services including Your bill, please contact Our Customer Services team by phone or in writing. Details of our Customer Complaints Code can be found at www.thephone.coop/support/contact-us.

If You are not satisfied with the Services You may also refer any complaint to the Telecommunications Ombudsman, whose details may be found at www.ombudsman-services.org/communications.html or call them on 0330 440 1614.

9 TRANSFERRING THIS AGREEMENT

You cannot transfer or try to transfer this Agreement or any part of it to anyone else without Our prior written consent.

We may transfer this Agreement at any time. In which case, We will inform You in writing.

10 CONFIDENTIALITY

The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement which is reasonably identified by either party as commercially confidential except such of its employees contractors and agents as may need to know the same for the purposes of the implementation of this Agreement and who agree to be bound by the provisions of this clause.

11 YOUR DETAILS

11.1 Data Protection

The General Data Protection Regulation (GDPR) was enacted in the UK as the Data Protection Act 2018 on 23 May 2018, and it is now the governing legislation for data protection in the UK

We operate in accordance with the Data Protection Act 2018 as updated or amended from time to time.

We publish a privacy policy which is available on our website.

11.2 Credit checks

We may carry out credit checks where necessary to help Us identify and decide whether to accept your application. The credit check will include looking at the details You have given Us and registering and checking your information with credit reference agencies and fraud prevention agencies who will also check the details of anyone You are financially associated with. You agree that We may conduct these checks and also register information about You and the conduct of your account with any credit reference agency who will also record our search on our records.

11.3 Our credit assessment

If Our assessment of You does not meet our normal requirements then We may require You to make a Deposit with Us or We may refuse to provide You with Services. For the purpose of fraud prevention, debt collection, credit management and emergency services purposes, information about You and the conduct of your account may be disclosed to credit reference agencies, debt collection agencies, fraud prevention agencies, security agencies, financial institutions, emergency services organisations or other phone companies. For the same reason We may also perform subsequent credit checks whilst You retain a financial obligation with Us.

12 ENTIRE AGREEMENT, GOVERNING LAW AND APPLICABLE COURTS

English law will apply to the Agreement and the courts of England will have exclusive jurisdiction in relation to the Agreement.

The terms of this Agreement set out the whole Agreement between You and Us for the Services and supersede all prior negotiations, representations, proposals, understandings and Agreements whether written or oral relating to the subject matter of this Agreement.

Any waiver, concession or extra time We may allow You is limited to the specific circumstances in which it was given and does not affect its right under this Agreement in any other way.

We reserve the right to change or add to the conditions of this Agreement including Our Charges. If We believe the change is likely to cause You significant disadvantage then We will give You at least one month's notice of any changes or additions by writing to or emailing You and/or publishing them on Our Website. If the change is not acceptable to You and you are a small business (with 10 employees or fewer) then you will be entitled to terminate without penalty. Where any change is necessary to take into account any relevant legislation or VAT rate change no notice is required to be given and termination without penalty does not apply. We will not use this right to vary the terms of any special offer which applies to You except where any change is necessary to take into account any relevant legislation or VAT rate change in which case no notice is required to be given.. Any notice given by email shall be

deemed to be served on the day of transmission. In the case of written postal notice, notice shall be deemed to have been served on the date of acceptance by signature of the recorded delivery or 3 working days after the date of posting, whichever is sooner.