

NETWORK LINE RENTAL AGREEMENT TERMS & CONDITIONS

INTERPRETATION

- 1.1. In this Contract the following terms have the definitions shown next to them:
"Tetcom Network Services Ltd": Means Tetcom Network Services Ltd, trading as Tetcom Network Services Ltd, incorporated and registered in England and Wales with company number 08062122 whose registered office is at 64 London Rd, Southampton, SO15 2AH.
"Equipment" equipment (including any software) placed Tetcom Network Services Ltd at the premises to supply the Service.
"Call" a signal, message or communication that is silent, spoken or visual.
"Conditions" these terms and conditions for Tetcom Network Services Ltd business service.
"Contract" these Conditions, the Service Guarantee. This Contract begins on the date that Tetcom Network Services Ltd accepts the Customer's request for Service.
"Customer" the person with whom Tetcom Network Services Ltd contracts to provide the Service.
"Customer Equipment" equipment that is not part of BT's network and which the customer uses or plans to use with the Service.

"Minimum Period" the first 12 months of the Service, (or any other period as highlighted within this Agreement).

"Premises" the place at which Tetcom Network Services Ltd agrees to provide the Service.

"Service" the facility to make or receive a Call (or both) and any related services listed that Tetcom Network Services Ltd agrees to provide to the Customer under this Contract.

"Service Failure" the continuous total loss of the facility to make or receive a Call, or of any related service provided to the Customer under this Contract.

PROVIDING THE SERVICE

- 2.1. The Service will be provided by Tetcom Network Services Ltd by the date agreed with the Customer. At times Tetcom Network Services Ltd will agree the date following a survey of the Premises by BT.
2.2. Occasionally, for operational reasons, BT may have to change the codes or the numbers given to the Customer, or interrupt the Service. BT will restore the interrupted Service as quickly as possible.
2.3. The Customer accepts that occasionally BT will provide instructions regarding the Service. The Customer must follow these instructions.
2.4. Tetcom Network Services Ltd may take instruction from a person who it thinks, with good reason, is acting with the Customer's permission.

PHONE BOOK AND DIRECTORY ENTRIES

- 3.1. Within the Service, a telephone number is provided. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from BT's Directory Enquiries Service unless the Customer requests otherwise.
3.2. BT may agree to a special entry in the BT Phone Books at an additional charge.
3.3. The Customer does not own any number nor has any right to sell or to agree to transfer any number provided to it by Tetcom Network Services Ltd and BT.

MANAGING THE SERVICE

- 4.1. Where a fault is reported by the customer in the Service, Tetcom Network Services Ltd will respond in line with the level of repair service the Customer has chosen.
4.2. If Tetcom Network Services Ltd or BT agrees to work outside the hours covered by the repair the Customer has chosen, the Customer must pay Tetcom Network Services Ltd's additional charges for doing so.
4.3. If the Customer reports a fault and Tetcom Network Services Ltd finds that there is none, or that the Customer has caused the fault, Tetcom Network Services Ltd may charge the Customer for any work undertaken to discern the reported fault.

MONITORING CALLS

- 5.1. Calls relating to customer services and telemarketing are monitored and recorded by Tetcom Network Services Ltd. This is done for training purposes and to improve the quality of its customer services.

ACCESS TO AND PREPARING THE PREMISES

- 6.1. The Customer agrees to prepare its Premises according to any instructions either Tetcom Network Services Ltd or BT may give, and provide BT with reasonable access to the Premises.
6.2. When BT's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.
6.3. If Tetcom Network Services Ltd or BT need to cross other people's land or put BT equipment on the property, (for example a neighbour or landlord), the Customer agrees to obtain their permission.
6.4. Tetcom Network Services Ltd and BT will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Tetcom Network Services Ltd and BT.
6.5. The Customer agrees to provide, at its expense, a suitable place and conditions for BT Equipment and where required a continuous mains electricity supply and connection points.
6.6. The Customer agrees to look after any BT Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT or anyone acting on BT's behalf.

CUSTOMER EQUIPMENT

- 7.1. Where the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must get BT's permission.
7.2. Any Customer Equipment must be:
(a) technically compatible with the Service and not harm BT's network or another customer's equipment;
(b) connected and used in line with any relevant instructions, standards or laws.

MISUSING THE SERVICE

- 8.1. It is absolutely prohibited for anyone to use the Service:
(a) fraudulently or in connection with a criminal offence; or
(b) to make offensive, indecent, menacing, nuisance or hoax Calls.
The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Tetcom Network Services Ltd can take if this happens is explained in paragraph 11. If a claim is made against Tetcom Network Services Ltd because the Service is misused in this way, the Customer must reimburse Tetcom Network Services Ltd in respect of any sums Tetcom Network Services Ltd is obliged to pay.

CHARGES AND DEPOSITS

- 9.1. All charges for the Service as shown on the front of this Agreement, (or as otherwise agreed), and calculated using the details recorded by Tetcom Network Services Ltd, are to be paid by the Customer as agreed.
9.2. Unless paragraph 9.4 applies, rental charges will normally be invoiced quarterly in advance, and call charges will normally be invoiced monthly in arrears.
9.3. Tetcom Network Services Ltd will send its first invoice shortly after providing the Service, and then at regular intervals, usually every three months. Sometimes Tetcom Network Services Ltd may send the Customer an invoice at a different time.
9.4. If the Customer orders a temporary Service, Tetcom Network Services Ltd may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
9.5. Tetcom Network Services Ltd will send invoices for the Service to the address requested by the Customer. The Customer may also view its invoices on line at: www.tetcomnsl.co.uk
9.6. The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of Tetcom Network Services Ltd's invoice.

CANCELLING OR TERMINATING THIS CONTRACT

- 10.1. The customer is aware that upon signing this contract, Tetcom Network Services Ltd will process the transfer for the lines immediately, the customer is also aware that there is no cooling off period. (Please note this only applies to companies with more than 10 employees).
10.2. The customer is aware that once the transfer is complete, the contract term agreed overleaf now forms a legally binding contract between the customer and the supplier. The customer may terminate this contract any time after completion but will be subject to the early termination charge 'clause' 10.3.

This Contract can be ended by:

- (a) The Customer upon 90 days written notice to Tetcom Network Services Ltd further to the Minimum Term expiring; or
(b) Tetcom Network Services Ltd on one month's written notice to the Customer.
10.4. If this Contract ends during the Minimum Period of 12 months the Customer must pay Tetcom Network Services Ltd the early termination charge, which will equal the remainder of rentals payable for the Minimum Period including the Termination period. Should an extended Term have been agreed, the Customer will be charged 40% of all line rentals further to the Minimum Period, up to and until the agreed Term. This is not the case if the Customer does so because Tetcom Network Services Ltd increases its charges, or changes the Conditions in either case to the Customer's significant disadvantage.
(a) The Customer hereby agrees to repay in full, any termination charges paid by the Supplier on behalf of the customer to a previous Supplier should the Customer wish to end this Agreement at any time prior to the agreed term.
10.5. This Network Line Rental Agreement shall be automatically extended for a further period of 12 months after the end of the agreement term unless the customer serves notice to terminate this Network Line Rental Agreement, such notice to be served at least 90 days before the end of the agreement term. A notice given to a party under this clause 10.5 shall be:
(a) Sent to the party for the attention of the (Managing Director) at the Address specified overleaf; and
(b) Sent by recorded delivery.

IF THE CUSTOMER BREAKS THIS CONTRACT

- 11.1. Where one of the following applies, Tetcom Network Services Ltd can suspend the Service or end this Contract (or both) at any time without notice:
(a) Tetcom Network Services Ltd reasonably believes that the Service is being used in a way forbidden by paragraph 8.1. This applies even if the Customer does not know that the Service is being used in such a way.
(b) the Customer breaches this Contract or any other Agreement the Customer has with Tetcom Network Services Ltd and fails to put right the breach within a reasonable time of being asked to do so
(c) bankruptcy or insolvency proceedings are brought against the Customer, or if the Customer does not make any payment under a judgement of a Court on time, or arranges with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.
11.2. If the Customer does not pay a bill, Tetcom Network Services Ltd will generally not suspend the Service or end the Contract until 28 days after the payment was due (14 days if the Customer pays monthly). However, sometimes Tetcom Network Services Ltd may take this action after only 7 days should it have been necessary to enforce this suspension/cancellation previously.
11.3. If the Service is suspended, Tetcom Network Services Ltd will tell the Customer what needs to be done before it can be re-instated. However the Customer must continue to pay rental charges whilst this Contract continues.
11.4. If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

LIMITS OF LIABILITY

- 12.1. Tetcom Network Services Ltd do not and are unable to warrant that the Service will never be faulty. The supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract, but the supplier shall have no further liability whatsoever.
12.2. The Customer agrees that it shall be solely liable for and, if so required, indemnify the Company for any costs of or occasioned by any interference with and/or usurpation of and/or unauthorised access to the Telephone Numbers and Lines Service by any third party whether such interference or usurpation is a part of a fraud, attempted fraud or any course of action with fraudulent intent or otherwise. The Customer further agrees that it will pay any sum demanded in writing by the Company under this clause forthwith to the Company.

MATTERS BEYOND Tetcom Network Services Ltd REASONABLE CONTROL

- 13.1. Sometimes Tetcom Network Services Ltd may be unable to do what it has agreed because of something beyond its reasonable control.
13.2. If this happens, Tetcom Network Services Ltd is not liable to the Customer. However, Tetcom Network Services Ltd will try to provide Call Diversion to the Customer.

RESOLVING DISPUTES

- Tetcom Network Services Ltd will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Tetcom Network Services Ltd website www.tetcomnsl.co.uk

CHANGES TO THIS CONTRACT

- 15.1. Tetcom Network Services Ltd can change the Conditions (including the charges) at any time.
15.2. Tetcom Network Services Ltd will publish details on line on the Tetcom Network Services Ltd website www.tetcomnsl.co.uk at least 2 weeks before the change is to take effect.

Rights and obligations under the Contract may be assigned by the Supplier. The Customer may not assign its rights and obligations under the Contract.

THIRD PARTY RIGHTS

- The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

NOTICES

- 18.1. Where the parties need to communicate with each in writing, they must follow the following protocol:
(a) to Tetcom Network Services Ltd at the address shown on the bill or any address which Tetcom Network Services Ltd provides to the Customer.
(b) to the Customer at the address to which the Customer asks Tetcom Network Services Ltd to send invoices, the address of the premises or, if the Customer is a limited company, its registered office.

THE SERVICE GUARANTEE

- 19.1. Tetcom Network Services Ltd's GUARANTEE
19.1.1. Tetcom Network Services Ltd undertakes to guarantee:
(a) to set into place a repair to a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to Tetcom Network Services Ltd.
(b) to provide the Service by the date agreed with the Customer as described in paragraph 2.1; not to disconnect the Service by mistake.
(c) to keep any appointment BT makes with the Customer under this Contract.
19.1.2. If BT is late in providing the Service or repairing a Service Failure, the Customer may choose: Call Diversion - as described in paragraph 19.2. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent BT from offering this option.

CALL DIVERSION

- 19.2.1. Where call diversion is provided by Tetcom Network Services Ltd, BT will divert the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's choice. Once BT has provided the Service or repaired a Service Failure, Tetcom Network Services Ltd will cancel the Customer's Call Diversion.
19.2.2. The number chosen must be a UK number, but there are some number ranges to which BT will not divert the Customer's calls (for example, 0800 and 0870 numbers).
19.2.3. If BT diverts the Customer's Calls to a mobile number, the person calling the Customer will not have to pay extra costs for making that Call.

APPLICATION OF THIS GUARANTEE

- 19.3.1. This guarantee applies to the Service, including generally any related services Tetcom Network Services Ltd provides to the Customer.
19.3.2. This guarantee does not apply if:
(a) Someone, other than BT, has caused the fault,
(b) BT asks for access to the Premises and the Customer does not allow this, or
(c) BT reasonably asks for other help and the Customer does not provide it.

The
Direct Debit
Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Tetcom Network Services Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If an error is made by Tetcom Network Services Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your brand of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.