

Airphone Telecom Solutions Ltd
Business Communications Agreement

Registered office; Unit One, Forder Way, Cygnet Park, The Hamptons, Peterborough. PE1 BGX
Trading as Airphone Telecom Solutions Ltd at the above address.

Service Offered

FTTP Broadband

Customer Terms & Conditions

1. Commencement and Duration

- a. Subject to the termination provisions set out in Clause 7, this Agreement will commence on the date the services are connected.
- b. In respect of all services, this Agreement will last for at least 24 months. Thereafter, it may be terminated upon 90 days prior written notice.
- c. If at any time you choose to connect any additional products or services and/or you choose to upgrade any devices under this Agreement, then those additional Services/Devices must be connected for at least 24 months or the remainder of the contract term, whichever is greater(subject to the terms and conditions of this Agreement).

2. Our Obligations and Commitment to You

- a. Airphone Telecom Solutions Ltd will use all reasonable efforts to provide you with the Services that we have agreed to supply overleaf, or on a separate order form referring to this agreement.
- b. Airphone Telecom Solutions Ltd will use all the reasonable care and skill of a competent telecommunications service provider to provide you with high-quality Services. AirphoneTelecom Solutions Ltd will correct all failures in the Services as soon as reasonably possible unless the failure is caused by a reason covered in Clause S(d).
- c. Airphone Telecom Solutions Ltd will use all reasonable efforts to provide you with the Services by the date that Airphone Telecom Solutions Ltd advises you.
- d. Airphone Telecom Solutions Ltd's acceptance of this Agreement shall be the earlier of whenAirphone Telecom Solutions Ltd signs this Agreement, or when you are notified that the services are available, or when Airphone Telecom Solutions Ltd commences other works to prepare for the provision of the Services.
- e. Owing to the nature of telecommunications, it is impossible to provide a fault-free service. Quality and coverage of the services depend partly on your device, and partly on the telecommunications network to which your device is connected.
- f. The Services will only work in the areas covered by the network that you have chosen, and they may be adversely affected by atmospheric conditions, and geographical features, such as buildings, underpasses, and mountains.

3. Your Obligations and Commitment to Us, You will ensure that:

- a. You do not use the Services for any improper or unlawful purposes, or in a manner which is offensive, nor allow others to do so;
- b. You pay all the charges set out in the Airphone Telecom Solutions Ltd invoices for the Services (as notified to you from time to time), whether or not the use of the Services is authorised by you.
- c. You comply with this Agreement and all reasonable instructions that Airphone Telecom Solutions Ltd may give you relating to the use of the telephone network.
- d. You provide all reasonable assistance to Airphone Telecom Solutions Ltd to enable it to provide the Services, including obtaining access to all appropriate sites and equipment for Airphone Telecom Solutions Ltd authorised personnel at mutually agreeable times and in the event of an emergency or termination of this Agreement, you allow removal, installation and maintenance of any Airphone Telecom Solutions Ltd equipment upon request by Airphone Telecom Solutions Ltd;
- e. You meet your payment obligations set out in Clause 4;
- f. If our 90-day notice period is not served on completion of the initial term, the agreement for all products and services will be extended for a further 24-month period.
- g. You pay Airphone Telecom Solutions Ltd at its current published rates for visits required from Airphone Telecom Solutions Ltd where the fault does not lie with Airphone Telecom Solutions Ltd or its equipment or you damage the Airphone Telecom Solutions Ltd equipment;
- h. You indemnify Airphone Telecom Solutions Ltd against all losses, liabilities, costs (including legal costs) and expenses which Airphone Telecom Solutions Ltd may incur as a result of any breach of your obligations under this Agreement.
- i. You must inform Airphone Telecom Solutions Ltd immediately if your mobile phone or SIM card is lost or stolen.

4. Changes and Payment

- a. You must pay upon demand the price of all phones and equipment that you may buy from Airphone Telecom Solutions Ltd.
- b. You must pay all the call charges (plus VAT) as set out in the Airphone Telecom Solutions Ltd tariff that you have chosen, together with all monthly line rental charges, or such other charges identified overleaf. A copy of the tariff is available on request and may vary from time to time. You will be charged for all calls received by your mobile phone number whilst you are abroad, or whilst you are roaming off your home network.
- c. Airphone Telecom Solutions Ltd will invoice you monthly as advised, and all payments must be made by you within 30 days of the date of invoice.
- d. In the event that you dispute any invoice, you must inform Airphone Telecom Solutions Ltd within 14 days of the date of the disputed invoice, providing full details of the nature of the dispute.
- e. You must pay all charges either by direct debit or by credit card. Any other payment method must be approved by Airphone Telecom Solutions Ltd prior to Airphone Telecom Solutions Ltd invoicing you and may be subject to an administrative fee.
- f. If your direct debit mandate is cancelled then we may charge you an administrative fee of up to £75 (including VAT).
- g. If any payments are not made when due, Airphone Telecom Solutions Ltd may, without prejudice to its other rights, charge interest on the unpaid amount at the rate of 2% above the base rate for the time being of the National Westminster Bank plc from the date when payment was due until the date

of actual payment. Airphone Telecom Solutions Ltd also reserves the right to recover from you all costs associated with late or non-payment.

h. If at any time you choose to transfer your number(s) to a different network operator and/or to a different service provider, then Airphone Telecom Solutions Ltd may charge you a fee (currently £25 including VAT). If you choose to transfer your number(s) before the end of this agreement, then you will be liable for all charges due for the remainder of this agreement period.

i. If your phone is barred from making international calls, and if you want Airphone Telecom Solutions Ltd to remove that bar, then Airphone Telecom Solutions Ltd may request a deposit from you (currently £150 including VAT).

j. If for any reason Airphone Telecom Solutions Ltd has cause to suspend the provision of Services to you then Airphone Telecom Solutions Ltd may charge you an administrative fee (currently £30 including VAT) before Airphone Telecom Solutions Ltd cancels the suspension.

k. If termination is within the Initial Period and/ or 90 days notice of termination has not been given the Charges that would have been due to Airphone Telecom Solutions Ltd within the remainder of these periods are applicable. These Charges will be at the RRP of your tariff and all discounts will be terminated.

l. You will see an increase in your monthly bill each April based on the Consumer Price Index (CPI) plus 3.9%. We will use the CPI figure published by the Office For National Statistics in January and apply the change in April each year. The 3.9% reflects the investments we need to make in our Network, the rising cost of equipment and services from our suppliers

5. Our Liability and Responsibility to You

a. To the extent that all or any part of the Services are faulty, unavailable, or interrupted Airphone Telecom Solutions Ltd will use its reasonable endeavours to provide the services however, Airphone Telecom Solutions Ltd shall not be liable for faults in your telecommunications equipment which result in Airphone Telecom Solutions Ltd being unable to provide the services.

b. Airphone Telecom Solutions Ltd shall not be liable for any damages whatsoever to property at your premises resulting from the installation, repair or removal of Airphone Telecom Solutions Ltd equipment or associated wiring carried out by Airphone Telecom Solutions Ltd or by Airphone Telecom Solutions Ltd contractors unless by such damage is caused by Airphone Telecom Solutions Ltd or its contractor's willful misconduct or negligence.

c. Save as provided in paragraph 5(b) above Airphone Telecom Solutions Ltd has no liability under this Agreement for Airphone Telecom Solutions Ltd negligence or otherwise. In no circumstances shall Airphone Telecom Solutions Ltd be liable for any loss of profits, revenue, business, or anticipated savings you expected to make, indirect or consequential loss or data being harmed.

d. Airphone Telecom Solutions Ltd shall not be liable for any failure of performance of the services for reasons beyond Airphone Telecom Solutions Ltd reasonable control including but not limited to default or failure of a third party (including another public telecommunications operator or maintainer), government actions, failure in the supply of third parties access line or other events of force majeure.

e. Any liability Airphone Telecom Solutions Ltd may have of any sort (including any liability because of Airphone Telecom Solutions Ltd negligence) shall in no circumstances exceed £100,000 in respect of one event or series of events.

f. In this Agreement Airphone Telecom Solutions Ltd does not exclude liability in relation to death or personal injury caused by Airphone Telecom Solutions Ltd negligence.

g. This paragraph sets out Airphone Telecom Solutions Ltd entire liability in relation to this agreement. All other express or implied terms, conditions or warranties (whether statutory or other wise) are

hereby excluded to the fullest extent permitted by law. The provisions of this paragraph 5 shall continue to apply even when this Agreement terminates or expires.

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

i. Any devices supplied by Airphone Telecom Solutions Ltd shall be subject to the benefit of any manufacturer's warranty.

6. Suspension and Termination of Agreement

a. You may terminate this Agreement in writing immediately if Airphone Telecom Solutions Ltd breaches any of the terms of this Agreement and cannot rectify the discrepancy within 14 days of you informing Airphone Telecom Solutions Ltd in writing, or if Airphone Telecom Solutions Ltd fails to provide services for 14 or more consecutive days.

b. Airphone Telecom Solutions Ltd may suspend the services immediately if:

(i) Airphone Telecom Solutions Ltd believes any of your phones or equipment are being used in an unauthorised or illegal manner.

(ii) you are in breach of any of the terms of this Agreement.

(iii) you report your phone or SIM card as lost or stolen.

(iv) the network fails or is being tested, modified or maintained.

(v) you fail to pay Airphone Telecom Solutions Ltd any charges when they become due.

c. Airphone Telecom Solutions Ltd may terminate this Agreement immediately if you become bankrupt, insolvent, go into liquidation, or give Airphone Telecom Solutions Ltd false information or following any other breach by you of any of the terms of this Agreement or any other Agreement you may have with Airphone Telecom Solutions Ltd.

d. When this Agreement is terminated:

(i) you will be responsible for any outstanding charges under Clause 4 for the remainder of this Agreement period (if applicable). together with any disconnection fee notified to you currently £15 including VAT for each device), and you shall have no right to withhold or set off any such amounts.

(ii) All equipment provided complimentary must be returned to Airphone Telecom Solutions Ltd should any termination of this agreement occur; we reserve the right to charge for any equipment not returned within 30 days of termination of the contract.

7. General

a. You cannot transfer this Agreement or any part of it to anyone without Airphone Telecom Solutions Ltd's prior written consent, which will not be unreasonably withheld. Airphone Telecom Solutions Ltd may transfer this Agreement at any time.

b. Any notice given in connection with this Agreement shall be served in writing by registered or recorded delivery post or delivered by hand.

c. Airphone Telecom Solutions Ltd address for service of notices is the address set out in Airphone Telecom Solutions Ltd last invoice to you. Your address for service shall be the address you have requested Airphone Telecom Solutions Ltd to send your invoices to.

In the event that your address changes, you must inform Airphone Telecom Solutions Ltd immediately of the new address.

d. This Agreement, together with any order forms referred to in 2a above, any marketing material, if appropriate, and the current Airphone Telecom Solutions Ltd price list set out the whole agreement between you and Airphone Telecom Solutions Ltd.

e. We may check and register information about you, and about how you manage your account, with a licensed credit reference agency and/or with a fraud prevention agency. This information may be used by Airphone Telecom Solutions Ltd, by other organisations, and/or by insurers to check your identity in order to prevent money laundering (unless you provide other satisfactory proof of identity). to help make credit decisions, to help make decisions on insurance proposals and claims (of any nature), to prevent fraud, and/or to trace debtors. Airphone Telecom Solutions Ltd may monitor and/or record telephone calls for training purposes.

f. If at any time you require a copy of all or any of the information that Airphone Telecom Solutions Ltd holds about you, then Airphone Telecom Solutions Ltd will provide you with such a copy. Airphone Telecom Solutions Ltd may charge you the statutory fee for providing such a copy (currently £10 including VAT).

g. Any waiver, concession, or extra time Airphone Telecom Solutions Ltd may allow you are limited to the specific circumstances in which it was given. It does not affect Airphone Telecom Solutions Ltd rights under this Agreement in any other.

h. This Agreement is governed by English Law and all disputes will be decided in the English Courts.

27th June 2022