

Terms & Conditions for Telecommunication Services

24 Month Contract

1. Definitions

- 1.1 In these conditions (unless the context otherwise requires);
“The Act” means the Telecommunications Act 1984 and any amendments, modifications, re-enactments or replacements of the Act that may be made from time to time;
“We” “Us, and “Our” means ADT Systems Limited and it’s successors in title and assigns from time to time;
“Contract” means using the supply of our services and you being bound by these terms by using the supply of such services;
“You” and “Your” means the person or company with whom the contract is made;
“The Services” means the telecommunication services to be supplied by us pursuant to the contract.
- 1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and not references to legal persons shall include natural persons vice versa.
- 1.3 The headings in these conditions are intended for reference only and shall not affect their construction.

2. General

- 2.1 These conditions shall apply to the Contract to the exclusion of any terms and conditions contained or referred to in any order, letter, form of contract or communication sent by you and the provisions of these conditions shall prevail unless expressly varied in writing and signed by a director of ADT Systems Limited. Where we specify alternative terms with you in writing those terms shall prevail over any conflicting terms in these conditions.
- 2.2 Any concession made or latitude allowed by us to you shall not affect our strict rights under this agreement.
- 2.3 If in any particular case any of these conditions shall be or be held to be invalid or shall not apply to the contract the other conditions shall continue in force and effect.

3. The Services

- 3.1 We undertake to provide you with the services in accordance with these conditions.
- 3.2 If appropriate, you authorise us, our agents, our employees or other authorised personnel, to reprogram and/or install access equipment, in order to provide the services.
- 3.3 All times, dates and periods given for performance of the services are given in good faith but without any responsibility on our part.

4. Length of Contract

- 4.1 The Contract shall come into force on and with effect from the date of acceptance by us stated below (“the commencement date”) and shall continue (subject to the other provisions for termination contained in these conditions) for a period of 24 months following which 30 days written notice shall be provided to cancel.

5. Your Use of the Services

- 5.1 You undertake not to contravene the Act or any other relevant regulations or licences regarding the provision and use of the telecommunication services.
- 5.2 You shall ensure that your telecommunication equipment shall at all times conform to the relevant standard or standards (if any) for the time being designated under the Act and we shall not be under any obligation to connect or keep connected any of your equipment if it does not conform or if in our reasonable opinion it is liable to cause death, personal injury or damage to property or to impair the quality of any services provided by us or to put us in breach of our obligations to any third party.
- 5.3 You shall comply with all relevant statutes, regulations or other legislation in force from time to time.
- 5.4 You undertake to use the services in accordance with the Act, and any licence granted there under. You further undertake not to use the services;
 - (a) As a means of communication for a purpose other than that for which the services are provided; or
 - (b) For the transmission of any material which is defamatory, offensive or of an abusive or obscene or menacing character or is of a nature which if transmitted would constitute a criminal offence or which infringes the rights of any third party including but not limited to contractual rights and intellectual property rights; or
 - (c) For any purpose which we may notify to you from time to time by reason of any relevant legislation which comes into force.
- 5.4 You shall indemnify us from all losses, fines, damages, claims, costs and expenses suffered or incurred by us arising from or in connection with your use of the services in contravention of the provisions of condition 5 or in breach of any other provision of the Contract.

6. Allocation and Use of Telephone Numbers

- 6.1 In the event that the Company allocates any telephone numbers to the Customer for the purpose of providing the services the Customer acknowledges that it shall not acquire any legal, equitable or proportional right to any telephone numbers and the Company shall be entitled to withdraw or change any telephone number or code or group of numbers or codes upon giving the Customer reasonable written notice.
- 6.2 For the avoidance of doubt, any and all intellectual property rights in any such telephone number shall at all times, as between the Company and the Customer, remain vested in the Company.

7. Our Access to Your Premises and Provision of Information by You to Us

- 7.1 To enable us to perform our obligations under the Contract;
 - (a) You shall permit or procure permission for us, our agents, employees and any other persons authorised by us to have access to your premises and shall provide such reasonable assistance and information as we shall request from time to time.
 - (b) We will normally carry out work by appointment and during normal business hours but may request that you provide access to your premises at other times but such requests shall not oblige you to provide such access.
 - (c) At your request, we may agree to work outside normal working hours and you shall pay our usual charges for complying with such a request.
- 7.2 You shall permit us to request and manage as a whole any transactions to connect you to Carrier Pre Select (CPS) and sign on your behalf if necessary any forms that are to be submitted to British Telecom in order to use this service.

8. Suspension of Service by Us

- 8.1 We may at our sole discretion upon giving you written notice elect to suspend forthwith provision of the services until further notice without compensation on noting you either orally (confirming such notification in writing) or in writing in the event that;
 - (a) Where we are entitled to terminate this agreement.
 - (b) We are obliged to comply with an order, instruction or request of the UK Government, an emergency services organisation, the provision of telecommunications services or the establishment of networks or any information provided across them or other competent administrative authority.
 - (c) We need to carry out any emergency works to the network or any equipment installed at your premises by us for the purpose of providing the services.
 - (d) Non payment of any monies due for the supply of these services and/or any other monies due for the supply of other services and/or monies due for the supply of goods.
- 8.2 Where any suspension of services is implemented as a consequence of your breach or fault or omission (but not otherwise), you shall reimburse us for all costs and expenses incurred by our implementation of such suspension and/or the recommencement of the provision of the services as appropriate.
- 8.3 If we exercise the right to suspend the services this shall not restrict our right to terminate the contract.

9. Our Liability.

- 9.1 In these conditions we do not exclude or restrict our liability for death or personal injury resulting from negligence of our employees while acting in the course of their employment insofar as this is prohibited by United Kingdom statute.
- 9.2 In the event that the Services fail and your calls are diverted to another carrier, we shall not be obliged to pay any charges incurred by you with that carrier. We shall only be entitled to charge your usage charges for calls which you make through us pursuant to the contract.
- 9.3 Nothing in these conditions shall impose any liability upon us in respect of any non performance of Services which are not performed in accordance with the Contract arising out of your own acts, omissions, negligence of default.

10. Charges and Payments

- 10.1 Unless otherwise agreed, you agree to pay for the Services by direct debit within fourteen days of the date of our invoice, such invoice to be submitted once in each calendar month during the continuance of the Contract.
- 10.2 You shall pay the price for the Services as set out in our proposal. We shall be entitled to decrease our prices from time to time, such decreases to apply to all Services provided after the date of the decrease and to be reflected in our next invoice. We shall be entitled to increase our prices at any time and shall give you 30 days notice of any such increase; such increase will take effect after the expiry of such notice. Upon notification of any such increase in prices you shall be entitled to cancel the contract immediately by giving us notice in writing within 30 days of the date of our notice of the increase in the prices.
- 10.3 We shall prepare and send invoices for usage charges each calendar month in arrears or in such other form or manner as shall be agreed with you. Usage charges payable shall be calculated by reference to data recorded or logged by us and not be reference to any data recorded or logged by you and such data shall, in the absence of manifest error, be final and binding.
- 10.4 The time of payment shall be of the essence of the contract.
- 10.5 Without prejudice to any other rights we may have, we are entitled (both before and after any judgment) to charge daily interest on amounts outstanding 14 days after the date of our invoice until payment in full is received, at a rate of 5 per cent per annum above the Lloyds TSB Bank Plc base lending rate as current at that time. Interest shall continue to accrue notwithstanding termination of the Contract.
- 10.6 If payment should not be received within 14 days from the date of the invoice, we shall be entitled to charge (in addition to interest and any legal costs ordered by the court and without prejudice to any other rights or remedies available to ADT Systems Limited) the sum of £45.00 + VAT by way of liquidated damages and as a contribution to the administrative costs incurred.
- 10.7 All sums referred to in the Contract are stated exclusive of Value Added Tax and any other taxes of a similar nature which may from time to time be introduced which shall (if applicable) be charged by us and payable by you in the same manner as usage charges.
- 10.8 The price for the Services shall be in full to us in accordance with the terms of the Contract and you shall not be entitled to exercise any set off, lien or any other similar right of claim.

11. Termination of Contract

- 11.1 Notwithstanding any other provision of these conditions, either we or you (without prejudice to its other rights) may terminate the Contract with immediate effect by giving notice to the other, in the event that:
 - (a) The other is in breach of any provision of the Contract and (where such breach is remediable) fails to remedy that breach within 14 days of a written notice from the non-defaulting party specifying that breach;
 - (b) The other is subject to bankruptcy or insolvency proceedings which shall mean bankruptcy proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution distress or seizure;
 - (c) The hire agreement terminates for any agreement
 - (d) You fail to make any payment when it becomes due to us.
- 11.2 Notwithstanding any other provision express or implied in these conditions, we (without prejudice to our other rights) may terminate the Contract with immediate effect in the event that:
 - (a) Any licence under which you have the right to run your own telecommunication system and to connect it to our system is revoked, amended or otherwise ceases to be valid or;
 - (b) You fail to make any payment when it becomes due to us.
- 11.3 On termination of the Contract for any reason you must pay us any outstanding charges for your usage of the Services up to the date of termination.

12. Matters Beyond Reasonable Control

- 12.1 Neither we nor shall you be liable to the other for any loss or damage which may be suffered by the other due to any cause beyond its reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightening or fire strike, lock out or trade dispute or labour disturbance, any act or omission of Government, highways authorities, acts of terrorism, other public telecommunication operators or other competent authority, production or supply of services by third parties.

13. No Liability for Loss of Profits and Date

- 13.1 We shall not be liable for any costs, claims, damages or expenses arising out of our negligence or our breach of contract or statutory duty calculated by reference to your loss or profits or income or production or by reference to the accrual of any such costs, claims, damages or expenses on a time basis.
- 13.2 We shall not be liable to you for any costs, claims, damages or expenses arising as a result of our negligence or for our breach of contractor statutory duty calculated by reference to any loss of anticipated savings or profits whatsoever or for the corruption or destruction of data.

14. Limitation of Liability

- 14.1 Our aggregate liability (whether in Contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed a sum equal to one month's billing for the Services by us to you based on the average billing for Services by us to you over the previous 3 month's or since the commencement of the Contract if the Contract commenced within 3 months of the date concerned.

15. Representations

- 15.1 No statement, description, information, warranty condition or recommendation contained in any catalogue, price list, advertisement, or communication or made verbally by any of our agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

16. Confidentiality

- 16.1 Neither we nor you shall whilst the Contract is in force or thereafter disclose any of the other's confidential information nor any details of the others commercial or technical activities or policy except insofar as is strictly necessary for fulfilling its obligations hereunder and except for any disclosure required by statute or law and save for information which is or subsequently enters the public domain.

17. Assignment and Sub-contracting

- 17.1 We may assign the Contract with you or sub-contract the whole or any part of the performance of the Services to any person, firm or company without your prior written consent.
- 17.2 You shall not assign or delegate or otherwise deal with all or any of its rights or obligations under the Contract without our prior written consent.

18. General

- 18.1 The Contract together with the Hire Agreement represents the entire understanding between you and us in relation to the subject matter hereof and supersedes all other agreements and representations made by you or us, whether oral or written and the Contract may only be modified if such modification is in writing and signed by a duly authorised representative of each of you and us.
- 18.2 Failure by either you or us to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof of any other right on any later occasion.
- 18.3 Any notice, invoice or other document which may be given by either you or us under these conditions shall be deemed to have been duly given if left at or sent by post to your nominated address, invoices or other documents may be sent to the other's usual or last known abode or business and such notice shall be deemed to be served immediately it left at the below address for notice or 72 hours after posting or posted as aforesaid.
- 18.4 The Contract shall be governed by and construed and interpreted in accordance with English law and the parties submit to the non-exclusive of the English courts.

19. Early Termination Charges

- 19.1 You agree that the Early Termination Charges are a fair assessment of the losses and damage that we will suffer as a result of your early termination.
- 19.2 Where you cancel a Service or the Contract as a result of changes made to the Contract or to the Services by us in accordance with clause 10.2 and where the changes have a material adverse effect on the relevant Services, you will not be liable for any additional charges arising as a direct result of such cancellation, but you will remain liable to pay any Charges due and payable.

- 19.3 If you are a Line Rental Service customer and you elect at any time to use another provider for some or all of your calls we may at our sole discretion and without prejudice to any other remedy under the Contract decide to (i) bar your use of indirect access codes, (ii) charge you a higher fee for your use of the Line Rental Service or (iii) disconnect the Line Rental Service or any part thereof.
- 19.4 In addition to our rights under clause 10, in the event that rental of your telephone line is terminated by BT or, where applicable, any other non-cable network or you change the services on your line such that the Broadband Service is unable to operate normally, the Broadband Service will automatically terminate and you will be liable to us for the Early Termination Charges.
- 19.5 On termination of the Contract:
 - (a) each party will return to the other party or destroy upon request any confidential information which it has in its possession;
 - (b) we will arrange for disconnection of the Equipment and the SIM Card from the Network (if applicable);
 - (c) all outstanding Charges and other sums due to us will be paid by you immediately.
 - (d) Termination of the Contract howsoever arising will be without prejudice to the rights, duties and liabilities of the parties accrued prior to termination. Those clauses in the Contract which are intended (expressly or by implication) to have effect after termination will remain binding on the parties notwithstanding termination.
 - (e) Termination within year 1 of the Contract: £300.00 Charge. Termination within year 2 of the contract: £175.00 Charge.

By signing this form you are agreeing to the terms & conditions for the provision of Telecommunication Services.

Contract Start Date	
Signed on Behalf of the Customer.	Signed on Behalf of ADT.
Print Name.	Print Name.
Date.	Date.
Customer.	ADT Systems Limited.