

TERMS AND CONDITIONS FOR THE PROVISION OF TELEPHONY SERVICES

1 Definitions

- 1.1 In these conditions (unless the context otherwise requires):
 - (a) "the Contract" means the contract between the parties for the provision of the Services subject to these terms and conditions;
 - (b) "the Services" means the ability for you to make telephone calls via White Horse Telecom's telecommunications network in accordance with the terms of the Contract;
 - (c) "White Horse Telecom" means White Horse Telecom Ltd, Battens Chapel Cottage, Ermin Street, Lambourn Woodlands, Hungerford, Berkshire, RG17 7TN, registered in England, Company Number 5665980;
 - (d) "Working Hours" means the hours 9:00am to 5:30pm Monday to Friday but not including public bank holidays;
 - (e) "Customer" means the person or company to which relate to the registered telephone numbers with White Horse Telecom and/or the person(s) and or company named herein/overleaf;
 - (f) "CPS" means Carrier Pre-Selection, the service administered by British Telecommunications Ltd which enables calls to be routed through specific telecommunications' networks as requested by the person renting the telecommunications line; and
 - (g) "Order Form" means a request for Services signed by the Customer and delivered to White Horse Telecom.
- 1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.
- 1.3 The headings in these conditions are intended for reference only and shall not affect their construction.

2 General

- 2.1 White Horse Telecom may change these terms and conditions at any time. White Horse Telecom will give the Customer 7 days notice of any changes by writing to you and/or publishing them on White Horse Telecom's website.
- 2.2 The Contract sets out the whole Agreement between the parties for the provision of the Services and supersedes all prior arrangements, understandings and Agreements between the parties.
- 2.3 If any particular clause of the Contract shall be or be held to be invalid or shall not apply to the Contract the other clauses shall continue in full force and effect.

3 Acceptance

- 3.1 The Customer from time to time may deliver Order Forms to White Horse Telecom on the terms of this Agreement. Any Order Forms shall be in such form as is notified to the Customer by White Horse Telecom from time to time and White Horse Telecom may at its sole discretion accept.
- 3.2 Each Order Form shall be binding on White Horse Telecom only after it indicates its acceptance by sending out a welcome letter to the Customer or commences provision of the Service which is earlier, prior to acceptance the Customer agrees that White Horse Telecom may carry out such credit checks as it deems necessary pursuant to condition 7.3

4 The Services

- 4.1 White Horse Telecom will provide the Customer with the Services in accordance with the Contract and the Customer agrees to use the Service on the terms set out in this Agreement.
- 4.2 The Services do not include the provision of any telephones or other equipment and White Horse Telecom do not provide a maintenance service.
- 4.3 White Horse Telecom shall provide the Services with the reasonable care and skill of a competent telecommunications service provider.
- 4.4 White Horse Telecom will use all reasonable endeavours to ensure that the Service is available for use by the Customer but owing to the nature of the communications networks it is impossible to provide a fault free service and the quality of the Service depends on both the quality and availability of the network to which the Customer is connected and also on other telecommunications networks to which the person being called is connected.
- 4.5 White Horse Telecom will respond to any reported fault with the Service as soon as is reasonably practicable during White Horse Telecom's normal Working Hours and shall use all reasonable endeavours to correct any fault within White Horse Telecom's control.
- 4.6 All times, dates and periods given for performance of the Services are given in good faith but without any responsibility on our part.

5 Length of the Contract

- 5.1 The Contract shall begin on the date stated overleaf or in an email or letter of confirmation ("the Commencement Date") and for all Line Rental schemes, shall continue for a minimum period of twelve (12) calendar months and continue automatically thereafter on an annual basis until terminated by either party under clause 13. All CPS only schemes shall continue on a rolling calendar monthly basis until terminated either by you or us under clause 13.

6 Use of the Service

- 6.1 The Customer agrees not to use the Service:
 - (a) as a means of communication for a purpose other than that for which the Services are provided;
 - (b) for the transmission of any material that is defamatory, offensive, of an abusive, obscene or menacing character, or is of a nature which if transmitted would constitute a criminal offence;
 - (c) to cause annoyance, inconvenience or needless anxiety; or
 - (d) for any purpose which White Horse Telecom may reasonably notify you of from time to time due to the introduction of new legislation.
- 6.2 You shall ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures.
- 6.3 The Customer agrees to indemnify White Horse Telecom for all losses, fines, damages, claims, costs and expenses suffered or incurred by us arising from or in connection with the Customer's use of the Services in breach of clause 6.1.
- 6.4 If the Customer uses the Services for business purposes the Customer agrees to indemnify White Horse Telecom against any claims that anyone (other than the Customer) threatens or makes against White Horse Telecom because the Services are faulty or cannot be used by them.
- 6.5 The Customer agrees that the Customer shall not sell on or supply the Services to anyone else on a commercial basis.

7 Use of information

- 7.1 White Horse Telecom or our agents or employees may use any information the Customer provides White Horse Telecom or White Horse Telecom hold about you to:
 - (a) assist White Horse Telecom in the conduct and the provision of the Services to the Customer;
 - (b) write to the Customer or telephone the Customer with information about other Services and products offered by White Horse Telecom and carefully selected partners of White Horse Telecom. White Horse Telecom will not contact the Customer in this way unless the Customer has previously provided consent; and
 - (c) detect fraud or loss.
- 7.2 White Horse Telecom may process information from the Customer's invoice and the Customer's use of the Services including size of invoice, number of and duration of calls. This allows White Horse Telecom to advise the Customer about discounts and offers that may be available. This information is solely for White Horse Telecom use and will not be passed on to anyone else.
- 7.3 In connection with the Contract White Horse Telecom may carry out credit and fraud prevention checks with a licensed credit agency. Both the credit agency and White Horse Telecom will keep a record of the Customer's payment details and application and this may be shared with other agencies to help make credit and insurance decisions about the Customer for debt collection and fraud prevention purposes.
- 7.4 If the Customer would like White Horse Telecom to stop processing Customer information then please write to White Horse Telecom c/o The Data Protection Officer, The Old Stables, Well Street, Burghclere, Newbury, Berkshire, RG20 9ND.

8 Allocation and use of Telephone Numbers

- 8.1 Where White Horse Telecom provide the Customer with a telephone number (including a code) for the purpose of providing the Services the Customer acknowledges that White Horse Telecom is entitled to alter the telephone number (and/or the code) at White Horse Telecom's sole discretion. White Horse Telecom agrees to only change that number where reasonably necessary after providing the Customer with reasonable notice of such change.
- 8.2 The Customer acknowledges that the Customer has no right to sell, or to agree to transfer the number provided to the Customer by White Horse Telecom.

9 Telephone line and connection

- 9.1 The Customer acknowledges that where the telephone line and connection are provided by White Horse Telecom if there is a fault with either the line or the connection White Horse Telecom would ask the Customer to contact White Horse Telecom and White Horse Telecom will repair and maintain the line and connection in accordance with the terms and conditions of your Agreement with White Horse Telecom. The Customer will remain responsible for all charges made by White Horse Telecom relating to the Customer's telephone line and connection (together with any repair and maintenance charges (unless caused by White Horse Telecom negligence).
- 9.2 White Horse Telecom will endeavour to connect the Customer to the Service within 72 hours of the Commencement Date.

10 Suspension of Services by us

- 10.1 White Horse Telecom may suspend immediately the provision of the Services to the Customer until further notice without compensation, such notice to be either oral (and later confirmed in writing) or writing in the event that White Horse Telecom are reasonably aware or suspect that:
 - (a) the Customer is in breach of clause 6.1;
 - (b) the Customer is in breach of clause 12.6 and have not remedied the breach within 7 days of receiving a reminder to pay the invoice from White Horse Telecom; or
 - (c) White Horse Telecom is obliged to comply with an order, instruction or request of the UK Government, and emergency services organization or other competent third party.
- 10.2 If White Horse Telecom suspend the Services under clause 10.1 (a) or (b) only, the Customer shall reimburse White Horse Telecom all costs and expenses reasonably incurred by White Horse Telecom's suspension of the Services and/or the commencement of the provision of the Services.
- 10.3 If White Horse Telecom exercise the right to suspend the Services this shall not affect White Horse Telecom's right to terminate the Contract under clause 13.

11 Liability

- 11.1 Nothing in these terms shall exclude or limit White Horse Telecom's liability for death or personal injury caused by White Horse Telecom's negligence or that of White Horse Telecom agents, or for any liability arising under Part I of the Consumer Protection Act 1987.
- 11.2 Nothing in this Contract shall impose any liability on White Horse Telecom in respect of non-performance or services that are not performed in accordance with the Contract where such non-performance is directly due to your acts, omissions, negligence or default.
- 11.3 White Horse Telecom shall not be liable for any loss that is not reasonably foreseeable or any loss calculated by reference to profits, income, or business or loss of such profits, income, or business or for any loss of data or goodwill.
- 11.4 White Horse Telecom agree that White Horse Telecom shall be liable to you if the Services are not available for a continuous period of 12 hours or more in any one day and that unavailability is due to our fault. For each day that is so affected our liability shall be limited to the sum of 5% of the charges incurred in the average month during the previous quarter. Such liability will be paid by White Horse Telecom as a credit against your future invoices.
- 11.5 White Horse Telecom's aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Customer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed £2,000 for any one incident or series of related incidents.
- 11.6 In the event of any failure in the Service, White Horse Telecom shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert it's traffic to another service provider.

12 Charges and Payment

- 12.1 The charges shall be such charges as are set out in the relevant Schedule or service literature as may be varied by White Horse Telecom from time to time and shall be charged from the Commencement Date. All sums referred to in this Agreement are exclusive of Value Added Tax and any taxes of a similar nature which may from time to time be introduced.
- 12.2 White Horse Telecom shall be entitled to amend these prices from time to time. If the rates are decreased such decrease will be reflected in your next invoice. Should White Horse Telecom increase the rates White Horse Telecom shall provide you with 7 days notice of such increase and the increase will take effect from the end of that period. The Customer shall be entitled to terminate this Contract at any time with no penalty on providing us with 28 days notice before the price increase.
- 12.3 White Horse Telecom may from time to time impose a reasonable maximum limit on the amount of charges incurred in any one month. If this limit is exceeded White Horse Telecom may send the Customer an invoice before one is normally due and/or White Horse Telecom may ask you to provide a deposit.
- 12.4 Charges will be calculated using details logged and recorded by White Horse Telecom.
- 12.5 White Horse Telecom will raise an invoice for the Services at the beginning of the month following the Service. This invoice falls due for payment within fourteen (14) days from the invoice date, unless otherwise agreed in writing with White Horse Telecom and shall be paid in full without any offset or deductions whatsoever.
- 12.6 If a Direct Debit or cheque is dishonoured or cancelled White Horse Telecom shall be entitled to pass on to the Customer any administration fee which may include third party charges. For avoidance of doubt the administration fee will be a minimum of £25 per failure.
- 12.7 Monthly charges incurred for periods of less than one month will be calculated on a pro rata basis.
- 12.8 White Horse Telecom reserves the right to charge daily interest on all amounts outstanding 14 days after the date of invoice until payment in full is received, at a rate equal to 4 percent per annum above The Bank of England's Base Rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination or suspension of this Agreement.
- 12.9 White Horse Telecom may set a credit limit on the amount of call charges you may incur each month. There may be a delay in processing the Customer's call files and the Customer may exceed the Customer's credit limit; the Customer will still be liable for all call charges.

13 Termination

- 13.1 In respect of Line Rental schemes the Customer may terminate the Contract at any time after the initial twelve (12) month period, (unless such Contract is renewed for a further twelve (12) month period) on providing White Horse Telecom with 28 days written notice. With regards to CPS only schemes, the Customer may terminate the Contract at any time, on providing 28 days written notice.
- 13.2 White Horse Telecom may terminate the Contract at any time on providing the Customer with 7 days written notice.
- 13.3 Notwithstanding any provision of the Contract, either the Customer or White Horse Telecom (without prejudice to its other rights) may terminate the Contract by giving notice in writing to the other, in the event that:
 - (a) the other is in material breach of any provision of this Contract and (where such breach is remediable) fails to remedy that breach within 14 days of written notice from the innocent party specifying the nature of the breach and how it could be remedied; or
 - (b) the other is subject to bankruptcy or insolvency proceedings or makes any arrangements or composition with or assignment for the benefit of its creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.
- 13.4 If White Horse Telecom terminate the Contract under clause 13.3 you shall immediately pay White Horse Telecom all outstanding charges for your use of the Services up to the date of the termination.

14 Matters beyond reasonable control

- 14.1 Neither party shall 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, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authority, war, act of terrorism, civil disorder or military operations.

15 Confidentiality

- 15.1 Neither party shall during the Contract or for a period of twenty four (24) months after its termination disclose any of the other's confidential information nor any details of the other's commercial or technical activities except where such information is:
 - (a) obtained from a third party or was already in the possession of the party before the Commencement Date;
 - (b) required to be disclosed by law; or
 - (c) already in the public domain.

16 Transfer

- 16.1 The Customer may not transfer the whole or any part of the Contract.
- 16.2 White Horse Telecom reserve the right to transfer the whole or any part of the Contract or to assign the Contract in whole or in part at any time without notice to the Customer.

17 Disputes

- 17.1 If the Customer has a complaint or query regarding any aspect of the Services including an invoice, please detail in writing within ten (10) business days of the date of the relevant invoice failing which, no dispute shall be considered by White Horse Telecom and in any event, such a dispute shall be made in good faith by the Customer.

18 General

- 18.1 Failure by either of the parties to exercise or enforce any right conferred by statute or the Contract shall not be deemed as a waiver of any such rights nor prevent the exercise or enforcement of such rights at a later date.
- 18.2 Any notice, invoice or other document which may be given by either of the parties under these conditions shall be deemed to have been duly given if left at or sent by post to the address shown overleaf. Such notice shall be deemed served immediately if left at the address personally or within 72 hours if sent by post.
- 18.3 If any provision of this Agreement is found to be invalid, unlawful or unenforceable in any respect, the remaining provisions shall continue to apply to the fullest extent permitted by law.
- 18.4 The parties do not intend that any term of this Agreement should be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone else.
- 18.5 The Contract shall in all respects be governed by and construed in accordance with English law and both you and us agree to submit to the non-exclusive jurisdiction of the English courts.