

Issue V3.01 Dated 01/03/2008

These terms and conditions apply to new and existing customers and are effective from the implementation date shown above.

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"Providing The Total IT & Communications Solution"

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1. DEFINITIONS

In this Contract the following terms have the definitions shown next to them:

“AAG” Alfred Ashley Group Ltd, 38 High Street, Northwood, Middlesex, HA6 1BN.

“BT” British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England Number 1800000

“BT Equipment” equipment (including any software) placed by BT at the Premises to provide the Service.

“Call” a signal, message or communication that is silent, spoken or visual.

“Call Diversion” diverting incoming Calls to another fixed line or mobile telephone number as set out in the Service Charter.

“Conditions” these terms and conditions for AAG’s business service.

“Contract” these Conditions, the Service Charter and the Price List. This Contract begins on the date that AAG accepts the Customer’s request for the Service.

“Customer” the person with whom AAG 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.

“Premises” the place at which AAG agrees to provide the Service.

“Price List” the document containing a list of AAG charges and terms that apply to the Service.

“Service” the facility to make or receive a Call (or both) and any related services listed in the Price List that AAG 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.

2. PROVIDING THE SERVICE

2.1 AAG will always aim to provide the Service by a date agreed with the Customer. Occasionally this may need to be rescheduled or require further survey. Service will only be confirmed on the completion of successful testing.

2.2 For operational reasons, AAG may have to change the codes or the numbers given to the Customer or interrupt the Service. AAG will restore the interrupted Service as quickly as possible.

2.3 The Customer accepts that occasionally AAG will provide instructions regarding the Service. The Customer must follow these instructions.

2.4 AAG may take instructions from a person who it thinks, with good reason, is acting with the Customer’s permission.

3. PHONE BOOK AND DIRECTORY ENTRIES

3.1 The Service includes a telephone number. This number will be put in the appropriate BT Phone Books, together with the Customer’s details, and made available from Directory Enquiries Services unless the Customer requests otherwise.

3.2 AAG 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 AAG.

4. MANAGING THE SERVICE

4.1 If the Customer reports a fault in the Service, AAG will comply with the repair service the Customer has chosen.

4.2 If BT and/or AAG agree to work outside the hours covered by the repair service the Customer has chosen, the Customer must pay AAG additional charges for doing so.

4.3 AAG provides a Service Charter. If AAG is late in providing the Service, or repairing a Service Failure, a Call Diversion can be arranged for the Customer.

4.4 If the Customer reports a fault and AAG and/or BT finds that there is none, or that the Customer has caused the fault, AAG may charge the Customer for any work as set out in the Price List.

5. MONITORING CALLS

BT monitors and records all calls to the 999 or 112 service.

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6. ACCESS TO AND PREPARING THE PREMISES

6.1 The Customer agrees to prepare the Premises according to any instructions AAG and/or BT may give, and provide AAG and/or BT with reasonable access.

6.2 When AAG and/or 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 BT needs to cross other people's land, or put BT Equipment on their property (for example a neighbour or landlord), the Customer agrees to obtain their permission.

6.4 BT will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for 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. AAG, or anyone acting on AAG's behalf, will look after the Customer's physical property as set out in paragraph 12.2.

7. CUSTOMER EQUIPMENT

7.1 If the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must get AAG'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; and
- (b) connected and used in line with any relevant instructions, standards or laws.

8. MISUSING THE SERVICE

8.1 Nobody must use the Service:

- (a) to make offensive, indecent, menacing, nuisance or hoax Calls; or
- (b) fraudulently or in connection with a criminal offence.

The Customer agrees to take all reasonable steps to make sure that this does not happen. The action AAG can take if this happens is explained in paragraph 11. If a claim is made against BT and/or AAG because the Service is misused in this way, the Customer must reimburse AAG in respect of any sums AAG is obliged to pay.

8.2 The Customer accepts that nobody must advertise the phone number for the Service in or on a BT phone box without BT's consent. If this happens, AAG may suspend the Service or end this Contract, but AAG and/or BT will write to the Customer before taking this action.

9. CHARGES AND DEPOSITS

9.1 The Customer agrees to pay all charges for the Service as shown in the Price List (or as otherwise agreed) and calculated using the details recorded by AAG.

9.2 Unless paragraph 9.4 applies, rental charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears. Where possible the charges will appear on the Customer's next invoice but sometimes there may be a delay.

9.3 AAG will send its first invoice shortly after providing the Service, and then at regular intervals, usually every month. Sometimes AAG may send the Customer an invoice at a different time.

9.4 If the Customer orders a temporary Service, AAG may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.

9.5 AAG will send invoices for the Service to the address requested by the Customer.

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 AAG's invoice.

9.7 In some cases the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.

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10. CANCELLING OR ENDING THIS CONTRACT

10.1 The Customer may cancel this Contract or any part of the Service at any time before AAG provides the Service. In this event the Customer must pay AAG for any work done or money spent in getting ready to provide the Service. AAG will take reasonable steps to limit the amount of its costs.

10.2 This Contract can be ended by:

- (a) the Customer on 28 days written notice to AAG; or
- (b) AAG on 28 days written notice to the Customer.

10.3 If this Contract ends during the Minimum Period as a result of termination by the customer or if the customer breaks the contract, as defined in section 11, the Customer must pay AAG the early termination charge. The early termination charge is equivalent to the cost of the service rental, to the end of the minimum period.

10.4 If this Contract ends, AAG will refund any money owed to the Customer, after first deducting any money the Customer owes to AAG under this Contract or any other agreement AAG has with the Customer.

11. IF THE CUSTOMER BREAKS THIS CONTRACT

11.1 AAG can suspend the Service or end this Contract (or both) at any time without notice if one of the following applies:

- (a) the Customer breaches this Contract or any other agreement the Customer has with AAG and fails to put right the breach within a reasonable time of being asked to do so;
- (b) AAG 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;
- (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 makes an arrangement 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, AAG will generally not suspend the Service or end this Contract until 21 days after the payment was due. However, sometimes AAG may take this action after only 7 days.

11.3 If the Service is suspended, AAG 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.

12. LIMITS OF LIABILITY

12.1 AAG does not accept liability for loss or damage to the Customer's physical property.

12.2 AAG cannot guarantee that the Service will never be faulty. However, AAG accepts liability if it is late in providing the Service or repairing a Service Failure as set out in the Service Charter

12.3 AAG's only liability under this Contract is as set out in the Service Charter.

12.4 Unless the Service Charter or paragraph 12.3 says otherwise, AAG is not liable to the Customer for any loss of business, revenue, profit or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.

12.5 Unless paragraph 12.1 applies, AAG's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to one thousand pounds in any 12 month period.

12.6 Each provision of this Contract that excludes or limits AAG's liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.

13. MATTERS BEYOND AAG'S REASONABLE CONTROL

13.1 Sometimes AAG may be unable to do what it has agreed because of something beyond its reasonable control.

13.2 If this happens, AAG is not liable to the Customer. However, AAG will try to provide Call Diversion to the Customer.

14. RESOLVING DISPUTES

AAG 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.

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15. CHANGES TO THIS CONTRACT

15.1 AAG can change the Conditions (including the charges) at any time. However, in the case of a change of charges within the 'Minimum Period', the 'Customer' will have a 28 day period, following notification, in which they may terminate the contract without penalty.

15.2 AAG will forward the changed Conditions to the 'Customer' 28 days prior to instatement.

16. TRANSFERRING THIS CONTRACT

The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

17. 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.

18. NOTICES

If the parties need to write to each other they must do so as follows:-

- (a) to AAG at the address shown on the bill or any address which AAG provides to the Customer;
- (b) to the Customer at the address to which the Customer asks AAG to send invoices, the address of the Premises or, if the Customer is a limited company, its registered office.

19. THE SERVICE CHARTER

19.1 AAG'S CHARTER

19.1.1 AAG guarantees:

- (a) to make 'best effort' to provide the Service by the date agreed with the Customer as described in paragraph 2.1;
- (b) to repair 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 AAG;
- (c) not to disconnect the Service by mistake; and
- (d) to attempt to keep any appointment AAG makes with the Customer under this Contract.

19.1.2 If AAG is late in providing the Service or repairing a Service Failure, the Customer may choose to request Call Diversion – as described in paragraph 19.2. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent AAG from offering this option.

19.1.3 If AAG disconnects the Service by mistake, the Customer may claim fixed rate compensation (as described in paragraph 19.3) from the date of disconnection.

19.2 CALL DIVERSION

19.2.1 If AAG provides Call Diversion, AAG will divert the Customer's incoming Calls, on request, to another fixed line or mobile telephone number of the Customer's choice. Once AAG has provided the Service or repaired a Service Failure, AAG 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 AAG will not divert the Customer's Calls (for example, 0800 and 0870 numbers).

19.2.3 If AAG 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. The Customer is liable for the additional cost of these diverted calls.

19.3 COMPENSATION

19.3.1 If BT and/or AAG fail to provide a service by the confirmed delivery date or in the event of a failure BT and/or AAG does not comply with the level of support chosen by the customer, compensation will be paid. This will be equivalent to the cost of the full month's rental of that service or the cost of the service for the entire period it was not available, which ever is the greater.

19.4 PAYMENT OF CLAIMS

AAG will deduct any compensation amounts that AAG owes to the Customer under this Charter from the Customer's next phone bill, unless the Customer asks for payment by cheque.

19.5 APPLICATION OF THIS CHARTER

19.5.1 This Charter applies to the Service, including generally any related services AAG provides to the Customer. However, its application to some of the related services may vary as shown in the Price List.

19.5.2 This Charter does not apply if:

- (a) someone, other than AAG, has caused the fault,
- (b) AAG and/or BT asks for access to the Premises and the Customer does not allow this, or
- (c) AAG and/or BT reasonably asks for other help and the Customer does not provide it.

19.6 MAKING A CLAIM

19.6.1 The Customer must make any claim within one month of AAG putting things right. The Customer must claim in writing using a claim form provided by AAG.

19.6.2 AAG's contact phone number and address are shown on the Customer's bill.