

Business Terms and Conditions

Axis Telecom Services

- [The Business General Terms](#)
- [Schedule 1 – Phone Services](#)
- [Schedule 2 – Broadband Services](#)
- [Schedule 3 – Mobile Services](#)
- [Schedule 4 – VoIP Services](#)
- [Schedule 5 – Definitions and Interpretation](#)

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- The Business General Terms
- Schedule 1 – Phone Services
- Schedule 2 – Broadband Services
- Schedule 3 – Mobile Services
- Schedule 4 – VoIP Services
- Schedule 5 – Definitions and Interpretation

- **Agreement:** By using any of our Services or any Equipment provided by Axis you confirm you agree to the terms of this Agreement so you should read them carefully.
- **Scope:** This Agreement covers the provision of phone, broadband, mobile and VoIP Services by Axis to you (and any other services we agree to provide to you under this Agreement).
- **Equipment:** If you order any Equipment from us, or we provide you with equipment support services, separate terms and conditions may apply to you in connection with the Equipment (as notified to you).
- **VoIP Services:** VoIP Services have some limitations explained in paragraph 4 of Schedule 4 (VoIP Services).
- **Contract Length:** The Initial Fixed Term for each Service you order is specified in the Confirmation Letter that we send you by post (or email). You can terminate the Agreement (or any of our Services) after the end of the relevant Initial Fixed Term (or Renewal Term agreed with you) by giving us 30 days notice.
- **Cancellation Fees:** You will be charged a Cancellation Fee if you terminate the Agreement (or a Service) without cause, before the end of any relevant Initial Fixed Term or Renewal Term (or if we terminate it due to your breach of the Agreement). Other Charges may apply.
- **Payment:** You shall pay our invoices by direct debit (or by recurring credit or debit card payments if we offer this payment option to you). You may be charged an administration fee for any monthly payments tendered by other means. If you do not pay any of our invoices you may incur an administration fee that will be included on your next monthly bill. Other Charges may apply.

GENERAL TERMS FOR SERVICES

1 Introduction

1.1 We are Axis Telecom Limited, a limited company incorporated in England and Wales registered under Number 04343227 whose registered office is at Utility House, Prospect Street, Kingston Upon Hull, East Yorkshire, HU2 8PX;

1.2 The following documents comprise our agreement with you and will have the following order of precedence: (i) the Confirmation Letter; (ii) the Service Schedules; (iii) Specific Offers (iii); our Price Guide; (iv) our Fair Use Policy; (v) our Acceptable Use Policy; and (vi) the Business General Terms (collectively referred to as the "**Agreement**").

1.3 Capitalised terms used in the Agreement refer to those definitions included in Schedule 5 (definitions & interpretation) below.

1.4 In the event that you order any Equipment, or you receive Equipment support services from us, separate terms and conditions may apply to you in connection with the Equipment (as notified to you).

2

When we start providing the Services

2.1 The provision of each Service commences on the relevant Service Start Date. The Service Start Date and any other dates agreed with you regarding our provision of the Services (e.g. installation, delivery of Equipment) are estimates and are provided for planning purposes only. To the maximum extent permitted by applicable law, we accept no liability to you if we do not meet a Service Start Date or any other date. Time is not of the essence.

2.2 We will agree a date with you for the installation of new lines. If you cancel any appointment for the installation of any Service with less than 48 hours notice, you will be liable to pay a call out Charge as part of our Charges which are available on our Website at **www.axisforbusiness.co.uk**

2.3 For fixed line transfers, we will normally transfer the line from your current provider within ten (10) working days. The time taken to port numbers from other networks varies and sometimes portability may not be possible or reasonably practicable. If this happens we will provide you with a new number(s).

2.4 You acknowledge that in order to avoid delays occurring in the ordering process, we will need to be notified by BT™ (by Kingston Communications or by other network providers as applicable) of any products or services presently in use on your fixed line that are incompatible with the WLR or NGN service. BT™ (Kingston Communications as applicable) or other network providers are under a strict duty not to disclose information about a customer's services to a third party unless the customer has consented to such disclosure. In entering into this Agreement you give consent to BT™ (Kingston Communications as applicable) or other network providers to disclose such information to us. You also give us authority to act as your agent to arrange your connection to our Services.

3 Axis Services

- 3.1 We will provide you the Services you Order and that we agree to provide to you (e.g. Phone, Broadband and Mobile Services).
- 3.2 We will provide you with the Services and, where applicable, with the Equipment subject to you complying with the terms of this Agreement.
- 3.3 The Services under this Agreement are designed for business customers only. You have confirmed to us that you are a trading business. The Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply to this Agreement. If you are a consumer then our Domestic Telecoms Terms and Conditions will apply to you.
- 3.4 We may take instructions from a person if we have a good reason to think that he or she is acting with your permission.
- 3.5 The provision of each of the Services may be subject to a Fair Use Policy and/or an Acceptable Use Policy as applicable;
- 3.6 We may, from time to time and at our sole discretion, make Specific Offers available to you. In the event that any Specific Offer applies to you, its terms will be part of the Agreement.

4 Term and Cancellation Rights

- 4.1 This Agreement commences on the Commencement Date and will continue in force until you or us terminate it in accordance with Clause 25 (termination).
- 4.2 You may cancel a Service free of charge without having to pay a Cancellation Fee at any time up to the Service Start Date. For the Phone Services and for the Broadband Services transferred to us from other suppliers the Transfer Period will be at least a period of 10 Working Days from the moment we accept a customer Order to customer activation.
- 4.3 Each Service will have the Initial Fixed Term agreed with you and specified in your Confirmation Letter (usually 12 or 24 months). If you terminate a Service before the end of the Initial Fixed Term or a Renewal Term (or we terminate it due to your breach of the Agreement), we will Charge you a Cancellation Fee. Our current Cancellation Fees are available on our Website at www.axisforbusiness.co.uk

5 Your use of our Services

- 5.1 To be able to receive our Phone or our Broadband Services or the VoIP Services you will need to have at least a suitable phone line in your Premises (i.e. BT™ - or Kingston Communications - provided analogue direct exchange line which terminates on a BT™ (or Kingston Communications) public switched telephone network master socket forming part of a BT™ - or Kingston Communications - network), unless we tell you otherwise in writing.

5.2 You agree:

- (a) to use the Services in accordance with: (i) this Agreement; (ii) any reasonable instructions given by us from time to time (including without limitation regarding health, security, safety or quality of the Services); and (iii) any laws, regulations and licenses which apply to the use of the Services by you;
- (b) not to allow an alternative supplier (or any third party) to override or bypass our Services either through the installation of equipment or through the BTTM (or Kingston Communications) local exchange during the Term of the Agreement;
- (c) not to use the Services in any way we reasonably consider is, or is likely to be detrimental, to the provision of the Services to you or to services we provide to any other Axis customers; and
- (d) to be responsible for any engineering reprogramming costs, cessation fee or equipment removal costs that may be required to terminate the Service of your previous supplier(s).

5.3 If you request and we agree to change all or part of the Services, or we agree to a change of the Premises where we provide the Services to you, you must complete such formalities as we shall require, giving effect to such change. We shall be entitled to revise the Charges you pay to reflect the changes agreed with you and we may (at our sole discretion) require payment prior to effecting such changes.

5.4 You must not use the Services, including but not limited to internet related Services, associated computer security or backup Services and software:

- (a) in a way that breaches any legislation or any licence applicable to you or that is in any way unlawful or fraudulent;
- (b) to make nuisance calls;
- (c) to distribute, deliver, transmit, knowingly receive, upload, download, use or re-use any information or material which is offensive, abusive, defamatory, indecent, obscene, immoral, unlawful (including but not limited to child pornography) or menacing, or in breach of any intellectual property, privacy or any other rights of third parties or which might cause annoyance, inconvenience or needless anxiety to anyone, or to commit a fraud or other criminal offence;
- (d) for purposes other than the genuine use of our Services;
- (e) to send or procure the sending of any chain letters or unsolicited advertising or promotional material ("**spamming**");
- (f) to propagate computer worms or viruses;
- (g) to attempt to gain unauthorised entry to any site or network; or
- (h) contrary to any reasonable instructions we give you to protect the integrity and quality of our Services or otherwise.

- 5.5 The Services are provided solely for your use and you must not resell or attempt to resell the Services (or any part of them) to any third party.
- 5.6 You do not own any number or have any right to sell the number(s) related to the Service(s).
- 5.7 You will fully indemnify and hold us harmless against all losses, damages and amounts (including legal fees), suffered or incurred by us arising out of or in connection with any actual or potential claims, legal and regulatory proceedings against us by a third party, resulting from your use of the Services in breach of your obligations under this Clause 5. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.
- 5.8 You shall indemnify us against all third party claims for infringement of copyright or other intellectual property rights which may arise in respect of your Content.
- 5.9 We will also require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Services either by yourself or by someone you have knowingly allowed to use the Services we provide to you.
- 5.10 Your breach of your obligations under this Clause 5, may result in the suspension or termination of the affected Services or in the termination of the Agreement at our sole discretion.
- 5.11 You are responsible for terminating, at your own expense, any contracts you may have with your previous suppliers for services similar to our Services or which are not compatible with our Services. You are solely responsible for any liabilities you may incur when you terminate your agreements with them.
- 5.12 You acknowledge that Services are provided to other users and we owe a duty to these users as a whole to preserve our network integrity and avoid network degradation. If, in our reasonable opinion, we believe that your use of the Services has or may adversely affect such network integrity or may cause network degradation we may manage your transmission speed, the type of traffic you are passing, and/or suspend your Service.

6 Broadband Services

- 6.1 This Clause 6 will apply in the event that we provide Broadband Services to you.
- 6.2 We can only provide the Broadband Services in areas of the United Kingdom in which we or our suppliers are technically able to offer Broadband services.
- 6.3 You acknowledge that we are dependent upon certain third parties to install and provide the Broadband Services to you. You also acknowledge and affirm that there may be technical limits that prevent us from delivering an operational service to you. We will endeavour to provide the Broadband Services to you at the access rate you choose but, due to: (i) congestion within the network; (ii) the ability of your BT™ (Kingston Communications, or other network providers) line to carry data services; or (iii) the distance from the exchange, the speed of service may be reduced at times.

You must ensure that compatible cables and extension leads are used to and from your telephone socket, router or modem, and PC in order to use the Broadband Service.

- 6.4 It is your duty to cancel any other broadband service supplied by another company through a fixed telephone landline that you wish to use to receive our Broadband Service and your fixed telephone landline at your location must be clear of your former supplier's broadband service. Alternatively, you must provide us with a valid migration code to transfer the broadband service from your current supplier, unless we tell you otherwise in writing.
- 6.5 If you have purchased a computer security service from us, you must uninstall any other computer security services from your computer.
- 6.6 In using our Broadband Service, you agree to comply with our Acceptable Use Policy which is available on our Website at www.axisforbusiness.co.uk

7 Mobile Services

- 7.1 The Mobile Service Schedule will apply to you if we provide Mobile Services to You. The Mobile Services will automatically cease if we stop providing you with Phone Services, unless we agree otherwise with you in writing.

8 Software

- 8.1 Where we provide software to you to enable you to use the Services, including backup and computer security services where applicable ("**Software**"), we grant you a non-exclusive, non-transferable, revocable licence to use the Software solely for the term and the purposes of the Agreement. You acknowledge and affirm that you use this Software at your own risk. You agree to use the Software in accordance with its applicable end user license agreement, which you will be required to accept in order to install the Software.
- 8.2 Any Software provided to you as part of the Services is provided for your use only. You must not re-sell, rent, transfer, assign or sub-license the Software to anyone else. You may make one copy of the Software for back up purposes, but are not otherwise allowed to copy, decompile or modify the Software (in whole or in part) for any purpose unless specifically permitted by law. You may not adapt, transmit, distribute externally, play or show in public, broadcast or publish any part of the Software. Except as permitted by applicable law or as expressly permitted under this Agreement you must not copy, de-compile or modify the Software (in whole or in part), or copy the manuals or documentation (in whole or in part).
- 8.3 We may offer updates or modifications to the Software or documentation and we will notify you of any applicable Charges for such updates or modifications at the time we offer them to you.

9 User Names and Passwords

- 9.1 You must ensure that user names and passwords used in connection with the Services are kept confidential and are only used by authorised users. You shall implement safety

measures to prevent and detect any unauthorised use of user names and passwords and inform us immediately if you know or suspect that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way. You must not change or attempt to change a user name without our written consent.

9.2 We reserve the right (at our sole discretion):

(a) to suspend user names and password access to the Services if at any time we think that there has been or is likely to be a breach of security; and

(b) to ask you to change any or all of the usernames and passwords you use in connection with the Services.

9.3 You must inform us immediately of any subsequent changes to the information you supply to us when you register for the Services.

9.4 You acknowledge and affirm that the Services, including but not limited to internet related Services, are not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

9.5 You shall be liable for any unauthorised use of user names and passwords by third parties if this use is due to you failing in keeping them confidential or in implementing reasonable safety measures to prevent and detect any unauthorised use of user names and passwords.

10 Equipment

10.1 We may sell or provide subsidised Equipment to you. The Equipment is designed for use with the relevant Services in accordance with the Agreement and usually includes 12 months manufacturer warranty (or as otherwise specified in the manufacturer's warranty). This warranty is in addition to, and not in substitution for, any similarly or further rights you might have in law. Technical support for modems or routers or other Customer Equipment acquired from any other source is therefore the responsibility of the manufacturer.

10.2 We shall bear the risk of loss or damage to the Equipment and to SIM cards until the point of delivery to you and you shall bear the risk of loss or damage to the Equipment and SIM cards from the time of delivery to you.

11 Customer Equipment

11.1 You must only use Customer Equipment which is lawfully approved for connection.

11.2 Any Customer Equipment you use in connection with the Services must be:

(a) technically compatible with the Services and must not harm our (or our suppliers) network or other user's equipment (or our supplier's equipment);

(b) connected by you using the applicable network termination point (in accordance with standard industry practice and with our instructions); and

(c) adequately protected by you against viruses and other breaches of security.

- 11.3 If you choose to use your Customer Equipment for any of our Services, we will not be liable for any faults or associated costs associated with your Customer Equipment.

12 Content

- 12.1 Where the Service allows access to the internet you understand and affirm that the use of the internet is at your own risk.
- 12.2 We do not warrant or guarantee the accuracy or completeness of any of the information, sound, images, software and any other materials (in whatever form) and services contained on or available through the Services or any further information or results which may be derived from it (the "**Content**"). You acknowledge that you will not rely on any Content in making any business or other decision and that your use of the Content is at your sole risk.
- 12.3 You are entirely responsible for evaluating any goods or services offered by third parties via the Services or on the internet. We will not be a party to or in any way be held responsible to you for any transaction between you and third parties.
- 12.4 You warrant that any information you make available on your website, both yours or that of a third party is and will remain wholly accurate and will not include any information or material, any part of which, or the accessing of which or use of which, would be a criminal offence or is otherwise unlawful.

13 Charges

- 13.1 This Clause 13 applies to all the Services. We charge you for using the Services. You will be charged at the rates specified in our Price Guide (or as otherwise notified or made available to you). You acknowledge and agree that:
- (a) save for manifest error, Charges are calculated from data recorded by us and our suppliers and not from your own records;
 - (b) your monthly invoice will normally include:
 - (i) in advance, your line rental (where applicable), your fixed monthly Charges (including inclusive call price plans, calls and Broadband bundles or Broadband packages), other recurring Charges which are billed one month in advance or other Charges which we request you to pay in advance; and
 - (ii) in arrears, any monthly Charges for your use of our Services which you do not have to pay in advance, included but not limited to calls outside any inclusive call price plan (e.g. minutes outside your monthly allowance or for additional services, administration Charges) which you incurred in the last period (normally the last month);
 - (c) we may also send you a separate invoice for any other Charges not included in your monthly invoices and request you to pay any of these Charges in advance;
 - (d) all our Charges are subject to VAT at the prevailing rate;

- (e) we will send you our invoices by post unless you opt-in to e-billing. If you do not opt-in to e-billing we reserve the right to apply a reasonable administration Charge for sending you our invoices by post;
- (f) we may charge you an administration Charge for payments tendered by means other than direct debit as specified on our Price Guide;
- (g) where a direct debit is unpaid due to insufficient funds or direct debit cancellation, an administration Charge will be included on your next monthly bill;
- (h) we may charge you a reasonable Charge for restricting outgoing calls;
- (i) If you breach the Agreement (including without limitation any breach of your payment obligations under Clause 16), and as a result we suspend all or part of the Services or terminate the Agreement or any Service, we shall charge you a reasonable Charge:
 - (i) per fixed or mobile line we cease, should we terminate the Agreement (or any specific Service);
 - (ii) to reinstate Services suspended; or
 - (iii) to reinstate lines that have been ceased.
- (j) save where the fault is with your Phone Services but you have taken our Line Assurance service, if we send an engineer to your Premises, we may charge you our then current Charges for the visit, or pass on to you the fees of any third party providers;
- (k) we will charge you our then current Charges if you purchase any Equipment;
- (l) we may charge you a monthly maintenance Charge depending on the Support Level we agree with you or if you are covered by the Line Assurance service;
- (m) If you cancel your Phone Services and Broadband Services and do not request transfer of these Services to a new service provider, you will have to pay us what is known as a cease Charge.
- (n) if you change address, where technically feasible and commercially practicable, you may transfer the Phone Services and/or Broadband Services to your new address on payment of the moving Charge; and
- (o) you will be responsible to pay the administration Charges specified in our Price Guide as applicable.
- (p) you will continue to pay the Charges during any period of suspension, unless we say otherwise in writing.
- (q) Our charges includes an annual price increase, which will be the annual percentage increase in the Retail Price Index(RPI) published by the Office for National Statistics, such price increase to take effect in January of each year of the Initial Fixed Supply Period and any Subsequent Supply Period

13.2 In the event that we have agreed to provide you with a bundle for all or part of the Services (e.g. Phone, Broadband and Mobile Services) and you terminate any of these Services, we will automatically apply to you our then current separate Charges for any Services we continue providing to you.

13.3 Our current Charges are listed in our Price Guide available on our Website at www.axisforbusiness.co.uk.

14 Specific Charges for your use of the Phone Services

14.1 If we provide Phone Services to you, this Clause 14 and paragraph 5 of the Phone Services Schedule will apply to you (in addition to Clause 13). You agree to pay and are responsible for paying the Charges for the Phone Services or for any Equipment you purchase.

14.2 Charges for the Phone Services will be incorporated into your monthly Axis telecoms invoice.

14.3 If a call price plan has a minimum monthly spend, the minimum monthly spend will be charged in the event that usage charges are below the minimum monthly spend. The minimum monthly spend will also be considered a recurring charge (line rental) for the purposes of calculating Cancellation Fees.

15 Specific Charges for your use of the Broadband Services

15.1 If we provide Broadband Services to you, this Clause 15 and paragraph 6 of the Broadband Schedule will apply to you (in addition to Clause 13).

15.2 The Charges applicable to the Broadband Services will normally be included in the Charges you pay for our bundled Services or will otherwise be specified to you separately in your monthly Axis invoice.

16 Payment Terms

16.1 You are responsible for and must pay the Charges for the Services whether the Services are used by you or by someone else.

16.2 You shall pay your invoices by monthly variable direct debit (or by recurring credit or debit card payments if we offer this payment option to you). We reserve the right to refuse any new customer not wishing to pay by direct debit (or by another payment method approved by us). You are responsible for notifying us as soon as possible of any changes to your bank details that may affect your payment of the Charges.

16.3 Recurrent credit or debit card payments: If we allow you and you agree to pay the Charges by recurrent credit card or debit card payments the provisions of this Clause 16.3 will apply to you:

- (a) by sending us an Order or setting up an auto top up, you grant us continuous authority to charge your debit or credit card for the Services until such time as the Service(s) or auto top up are cancelled by you and any outstanding monies have been paid. This includes all administration, cessation and porting fees. Should you choose to cancel your monthly service(s) or auto top ups then your continuous authority will be immediately ceased.

- (b) In the event that we are unable to take a continuous card authority payment from you, then you will be informed by email and will be prompted to make a immediate payment in order for the Services to continue.
 - (c) If your credit or debit card details change or expire you must notify us immediately to avoid suspension or termination of the Services due to non-payments.
 - (d) We reserve the right at our sole discretion any time to stop accepting credit cards or debit cards from one or more issuers.
- 16.4 You agree that you will advise us by telephone and in writing immediately if the card becomes lost, stolen or if you wish to close your card account or cancel the authority, at which point you will need to provide a new continuous direct debit authority. You also expressly acknowledge that by providing the details referred to above you have the authority to authorise us to deduct payment for the services in accordance with the Agreement.
- 16.5 Arrears and/or unwillingness to maintain payment by direct debit or recurrent credit or debit card payments may result in one or more of your Services being restricted and in the termination of your Agreement.
- 16.6 Cancellation of your direct debit does not constitute notice of termination of the Agreement by you, but we reserve the right to terminate the Agreement immediately if you cancel your direct debit for the payment of the Services and/or you chose another payment method not previously approved by us.
- 16.7 You are protected at all times by the direct debit guarantee as detailed in Clause 33 below.
- 16.8 Late payment interest will be charged on unpaid invoices from the due date until payment at a rate of 1.5 per cent per month or part thereof.
- 16.9 We reserve the right to perform a credit check on you with no prior given notice, and to pass your credit history with us on to other credit agencies and/or County Court.
- 16.10 Deposits:
- (a) We reserve the right to request at any time a reasonable deposit, paid in advance, from you as security to cover the risk of you not paying our bills. For instance, we may ask a deposit from you should periodical credit checks reveal insufficient credit scoring or County Court Judgments against you for debts or non-payments, if you are late paying any invoice or if unusual usage and call Charges are incurred by you (the "**Credit Conditions**").
 - (b) we may agree to provide you with a free line installation, in connection with Phone and/or Broadband Services, in return for you committing to an Initial Term or Renewal Term as applicable. Such deposit will be released against your full payment of our first six months' invoices or as otherwise specified by us in writing.

Furthermore, we shall be entitled, at any time, to use this deposit to pay off any charges you owe us.

No interest is payable on any deposit held by us under the Agreement.

- 16.11 We may, at our sole discretion and at any time, impose a credit limit on your account or amend it if, for instance, you fail to meet our Credit Conditions or if, for business reasons, we need to manage our financial risk. If you exceed any such credit limit we may demand immediate payment of all the Charges incurred by you up to this moment and/or suspend the Service. We will endeavour to notify you as soon as possible if any of these situations arise. As our billing system is not updated instantly when you use our Services, you may exceed the credit limit, but if this happens, you will still be responsible for all Charges incurred including those exceeding the credit limit. We may amend your credit limit at any time and without prior notice.
- 16.12 Our current administration charges specified on our Website at **www.axisforbusiness.co.uk**
- 16.13 We shall be entitled to set off any due amounts you owe to us under this Agreement, your energy supply agreement with us (if any) or any other supply agreement we have with you, against any advance payment or any deposit you make under this Agreement.
- 16.14 You agree to pay us all Charges without set-off, deduction, withholding, restriction or condition whatsoever.
- 16.15 If you wish to dispute an invoice, you must contact our customer services within 30 days from the date of the invoice. After such period, any undisputed invoice will be deemed correct. You must pay the full amount of any disputed invoice, if the amount disputed is less than 5% of the total the invoice. You must pay the amount not in dispute in a disputed invoice if the disputed amount is more than 5% of the total invoice. In addition, we may also collect any overdue payment from the debit or credit card whose details you have provided to us.
- 16.16 If you do not pay an invoice before the due date, we may instruct a debt collection agency to collect payment from you (including any interest and/or late payment charges) on our behalf. If we engage a debt collection agency to collect your debt, you must pay the reasonable costs we have to pay to such agency, which will be added to the amount you owe.
- 16.17 You acknowledge and affirm that, without prejudice to any other rights or remedies available to us under the Agreement, non-payment of any Charges due to us under the Agreement, will be regarded as a material breach of the Agreement.

17 Intellectual Property Rights

- 17.1 Any patents, design rights, know-how, copyrights, trademarks, the right to use Software and all other similar intellectual property proprietary rights (whether registered or unregistered) worldwide relating to the Services, including but not limited to backup and computer security Software packages, or arising during the development of the Services ("**Intellectual Property Rights**"), belong to us or to a relevant third party.

18 Repairs to the Services

- 18.1 We will use reasonable endeavours to provide an uninterrupted service, but you acknowledge and agree that from time to time faults may occur, including faults (such as intermittent faults) which may recur and have no identifiable cause.
- 18.2 We will try to repair faults quickly when reported to us. If you suspect a fault, please look at and test your Equipment first to see if it is faulty. We are not responsible for faults on Customer Equipment and if we (or our sub-contractors) are called out and find the fault is with your Customer Equipment, you may have to pay the call out charge specified in our Price Guide.
- 18.3 If you report a fault in a Service, we (or our subcontractors) will repair the fault in accordance with the relevant Support Levels (where the fault is connected to Phone Services), with the relevant Service Schedule or as we notify you in writing.
- 18.4 Repairs to our Phone and/or Broadband Services:
- (a) BT Openreach™ (or Kingston Communications as applicable) will continue to have responsibility for maintaining your landline and fix any faults that may occur. We will use reasonable endeavours to correct any defect or fault in our Phone and Broadband Services or to report the defect or fault to BT Openreach™ (or to the relevant suppliers responsible for fixing such defects or faults). Customer Service & Fault Notification: 0844 875 1940.
 - (b) If you have broadband on the landline and we are not providing this service to you, your broadband provider is responsible for repairing broadband faults. You are responsible for notifying the fault to your broadband provider (although, we may, at our sole discretion, report the fault to the party responsible for the service).
 - (c) We will not be responsible for any faults arising from Customer Equipment. If we send an engineer to your Premises and it transpires that the fault or failure is on your Customer Equipment and not in our Services, or is caused by accidental damage (or where an engineer attends and finds no fault), we may charge you a call out Charge at our then current rates which can be found on our Website at **www.axisforbusiness.co.uk**,
 - (d) Additional time related Charges and replacement equipment costs may also be charged to you.
 - (e) The speed with which faults are repaired on your line depends on the Support Level applicable to you. As our Phone and/or Broadband customer you receive Support Level 1 as standard but you can pay more to receive an improved Support Level. Support Level repair speeds are set by BT Openreach™ (or Kingston Communications if applicable) and may vary.

19 Repairs to the Equipment

- 19.1 In the event that your Equipment becomes faulty within its warranty period:

- (a) you shall notify us that the Equipment is faulty and follow our instructions (e.g. we may request you to return the Equipment to us by post).
 - (b) We (or our subcontractors) will either repair the faulty Equipment or provide you with a replacement Equipment (and, at your sole discretion, we may also send you a temporary replacement Equipment for specific Services).
 - (c) we (or our subcontractors) will inspect the Equipment and if we reasonably conclude that the Equipment is not faulty, then we may return the Equipment to you and you will be responsible, at our reasonable discretion, for: (i) the costs of inspecting the Equipment; (ii) any postal charges we incur; and (iii) the cost of providing you with a temporary replacement and refurbishing it after your use;
- 19.2 If we send an engineer to your Premises to check any faulty Equipment you will be responsible for the engineer call out Charge whether the Equipment is within its warranty period or not.
- 19.3 In the event that your Equipment becomes faulty outside its warranty period you will be responsible for any fees connected to the repair of the Equipment or to replacing it.
- 19.4 Neither we nor the manufacturer accepts liability for any damages to the Equipment caused by you or by third parties even within the applicable warranty period.

20 Allocation and Number Portability

- 20.1 We will use reasonable endeavours to provide number portability to you, as soon as reasonably practicable and on reasonable terms, when you request so and provided that:
- (a) there are no technical or physical reasons preventing the portability of the number(s) requested by you; and
 - (b) you undertake to pay our Charges for such number portability if applicable;
- 20.2 If you sign up to the Phone Services and you request to transfer your number from another telephone provider, we will use reasonable endeavours to do this if reasonably practicable and provided that your Existing Provider agrees to release the number. If it is not reasonably practicable, we will provide you with a new number(s).
- 20.3 Any telephone numbers allocated to you by us (if any) do not belong to you. You accept that you do not acquire any rights whatsoever in such telephone numbers and you must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style. You are not entitled to sell or agree to transfer to a third party any telephone number allocated to you by us.

21 Access to your Premises

- 21.1 To enable us to carry out our obligations under the Agreement, you must provide to our representatives and to any of our suppliers, agents or subcontractors access to your Premises at all reasonable times, including without limitation access for the purposes of installation, inspection, maintenance, replacement, upgrade or removal of a phone line, an

internet access connection or any equipment associated with it (including but not limited to the Equipment).

- 21.2 We or our suppliers, agents or subcontractors will comply with the reasonable policies or regulations applicable in the Premises provided that you notify us in writing of such policies and regulations reasonably in advance.
- 21.3 You shall provide a safe and suitable working environment for our employees, agents, suppliers or subcontractors at the Premises at all times. You shall inform them in advance of any health and safety policies applicable on the Premises.

22 Moving Address

- 22.1 We will provide the Phone line and the Broadband Services at the Premises you specify when you Order these Services.
- 22.2 If you move to another address within our service area, you may ask us to provide the Services to your new address (and you must give us 30 days prior notice before the move). We cannot guarantee that we will be able to provide you with the Services at your new address; will carry out a line check in your new address.
- 22.3 If you move to another address before the end of any applicable Initial Fixed Term (or Renewal Term), Cancellation Charges may apply to you unless you agree to keep receiving our Services at your new address and we agree, and are able, to provide these Services in your new address.
- 22.4 If we agree to provide the Services to your new address, you may have to pay a service transfer Charge as specified in our Price Guide.
- 22.5 Where required, we will send you a new contract for the Services that we will provide to you in your new address and your Charges will be adjusted accordingly.
- 22.6 You may not be able to keep your phone number if you move to a new address.

23 Email Services

- 23.1 On your request, we will provide you with an email address using an Axis branded domain. The email service comes with a standard mailbox size which cannot be increased and it is subject to our Acceptable Use Policy. Axis may, without notice, delete the mailbox and its contents if it has not been accessed for over 60 days. When the Broadband Service or the Agreement is terminated, the email service will also terminate and any information stored in the email service will be erased.
- 1.1 You agree to use the email services and administer your email package(s) in accordance with our instructions, with terms of this Agreement and with our Acceptable Use Policy and Fair Use Policy.

24 Suspension of the Services

- 24.1 We may suspend or restrict any of the Services (without being liable to compensate you):

- (a) in the event of a local or national emergency;
- (b) to comply with a request from a government or other competent authority;
- (c) to protect or provide services to rescue or other essential services or otherwise;
- (d) to maintain the quality of our Services and/or those of our suppliers;
- (e) if you fail to pay any amount due to us;
- (f) if your credit limit is exceeded;
- (g) if your direct debit (or your recurrent credit or debit card) instruction is refused or cancelled;
- (h) if an event affecting our ability to provide the Services occurs which is beyond our reasonable control;
- (i) if we have good reason to suspect fraudulent activity or misuse of our Services, the Equipment or any other materials;
- (j) you do anything (or allow anything to be done) which we think (acting reasonably) may damage or affect the operation of any of the networks;
- (k) if you are receiving energy supply services from us and you fail to make any payment due to us under any separate energy supply services contract within seven days of such payment becoming payable;
- (l) if we reasonably believe that any of the Services we provide to you is being used in breach of Clauses 5.4 to 5.6 (this applies even if you are unaware that the relevant Service is being used in such a way); or
- (m) if you cease to do business; or have bankruptcy or insolvency proceedings brought against you; or make an arrangement with your creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of your assets; or you go into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law; or
- (n) if in our reasonable opinion it is necessary to do so.

24.2 We may suspend the Services including during scheduled periods of downtime where necessary for operational reasons (connected to us or to our suppliers) such as repair, maintenance or improvement of the Services (or software connected to the Services) or because of an emergency. We will restore the Services as soon as we reasonably can after suspension.

24.3 In case of suspension of the Services as described in this Clause 24 above, you will still liable for all recurrent Charges due during any period of suspension. However, if you are unable to use all of the Services for a continuous period of 3 days because:

- (a) there is a technical failure in our networks;
- (b) our network is being tested, modified, or maintained;
- (c) access is denied to us by our suppliers; or
- (d) we default in the substantive performance of our material obligations under this Agreement,

you will be entitled to receive a credit against your fixed monthly charge, which will represent that part of the fixed Charges relating to the period of suspension.

25 Termination

25.1 In the event that the Agreement or a Service is terminated by you (or is terminated by us due to your breach of the Agreement) before the end of any relevant Initial Fixed Term (or, where applicable, before the end of a Renewal Term) you shall:

- (a) pay our then current Charges for any Equipment provided to you free of charge (or, where applicable, an amount equivalent to any subsidy provided by us to you for your purchase of any Equipment); and
- (b) pay the relevant Cancellation Fee; and
- (c) pay back any promotional credits or subsidies applied to your account.

25.2 You shall be entitled to terminate any Service any time after the end of its relevant Initial Fixed Term (or after the end of a new Renewal Term) by giving us at least 30 days' written notice.

25.3 In the event that you terminate the Agreement, any Service Schedule will automatically terminate.

25.4 You shall be entitled to terminate the Agreement immediately without being liable to pay the amounts specified in 25.1 above if:

- (a) we breach a material term of this Agreement which, after your written notice to us, we have not rectified within 30 days;
- (b) we are no longer able to provide a Service covered under the Agreement: you will only be entitled to terminate the Agreement only as it relates to the affected Service (and the Agreement will remain in place for the rest of the Services).
- (c) you give us notice to end the Agreement in accordance with 31.1 below;
- (d) we are not able to provide you with the Services because we cease to do business, unless a suitable supplier takes over the provision of the Services and agrees to keep providing the Services in similar terms as the terms of this Agreement; or
- (e) we are in breach of a material term of the Agreement and we have: (i) bankruptcy or insolvency proceedings brought against us; or (ii) make an arrangement with our

creditors (other than where solely for solvent amalgamation or solvent reconstruction); or (iii) a receiver, administrative receiver or administrator is appointed over any of our assets; or (iv) we go into liquidation; or (v) a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or (vi) there is a corresponding event under Scottish law. For the avoidance of doubt, you shall not be entitled to terminate the Agreement under this Clause 25.4(e), if we provide the Services to you in accordance with the Agreement.

- 25.5 You shall not be entitled to terminate the Agreement in accordance with Clause 25.4(c) above, if:
- (a) a variation in the Agreement is imposed by law or by a governmental or regulatory authority;
 - (b) we increase our Charges in line with VAT (or any other directly and specifically applicable taxation or regulatory levy, payment of which is compulsory).
 - (c) we increase our Charges, or pass on to you price increases from our third party suppliers in a way permitted under any applicable legislation, regulation or guidance; or
 - (d) we undertake any changes in the Agreement in accordance with Clause 31.2 below.
- 25.6 We shall be entitled to terminate this Agreement (or any of the Service Schedules) at any time for convenience by giving you at least 30 days' written notice.
- 25.7 We shall be entitled to terminate the Agreement immediately (and Clause 25.1 above shall apply) if:
- (a) you do anything (or allow a third party to do anything) which we reasonably believe it could damage or affect the operation of our network (or our suppliers' or other third party networks);
 - (b) you have: (i) bankruptcy or insolvency proceedings brought against you; or (ii) make an arrangement with your creditors (other than where solely for solvent amalgamation or solvent reconstruction); or (iii) a receiver, administrative receiver or administrator is appointed over any of your assets; or (iv) you go into liquidation; or (v) a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or (vi) there is a corresponding event under Scottish law.
- 25.8 In the event that we or you terminate a Service, Clause 26 below shall apply as it relates to the terminated Service Schedule and the rest of the Agreement will remain in force as it relates to the Services not affected by this termination.
- 25.9 We shall be entitled to terminate this Agreement immediately if you breach any of your obligations under Clause 5.1 to 5.6, Clause 10, Clause 12, Clause 13 and Clause 17 of the Agreement.

26 Effects of Termination

26.1 On termination of the Agreement:

- (a) all the Services shall be terminated;
- (b) any licence granted to you by us or by our licensors shall immediately cease, and you must immediately stop using the Services;
- (c) you will immediately pay any outstanding invoices and interests. In respect of Services supplied for which no invoice has been submitted, we may submit an invoice, which shall be payable by you immediately on receipt. Where a Service is terminated by us, as a result of your breach of this Agreement, or by you for convenience, Charges (or any portion thereof) that are invoiced in advance will not be refunded. We will refund any money owed to you, and return to you the balance of any amounts held on deposit on behalf of you, after first deducting any amounts you owe to us under this Agreement or under any other agreement that we have with you;
- (d) We may charge you a Cancellation Fee which can be found on our Website at www.axisforbusiness.co.uk.
- (e) we may require you to return the relevant Equipment at your own cost if the Agreement (or the relevant Service) is terminated pursuant to Clause 25.1. If you do not return the Equipment in good working condition (fair wear and tear excepted) or do not return the Equipment at all, then you may be charged for the Equipment at our then current Charges (or if these Charges are not specified, you shall pay to us an amount equal to the full market replacement value of the Equipment); and
- (f) unless the Agreement or a relevant Service Schedule states otherwise, we may delete all your Content and customer data (including any emails stored on the relevant Services). You are responsible for arranging a back-up of such Content and data.

26.2 Save as expressly set out in this Agreement, termination of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to under this Agreement or at law and shall not affect any statutory or accrued rights or liabilities of either Party. The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed or by implication intended to survive or operate in the event of termination of this Agreement (including but not limited to Clauses 16 (Payment Terms), 28 (Liability) and 29 (Warranties and Representations) of the Agreement.

27 Complaints

27.1 We make every effort to ensure that our customers are happy with the level of service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently. If you have a complaint about any part of our Services, please contact our customer service

team or refer to our complaints code of practice posted on our Website www.axisforbusiness.co.uk. You can also request a copy from our customer service team.

28 Liability

28.1 Nothing in this Agreement shall exclude or restrict a Party's liability for matters which cannot by law be excluded or restricted. Nothing in this Agreement limits or excludes your liability to pay the Charges (or any amount owed by you under this Agreement) or each Party's liability for: (i) death or personal injury resulting from negligence of that Party; (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (iv) any other liability which cannot be limited or excluded by applicable law. However, nothing in this Clause 28 gives a Party any right or remedy which it would not otherwise have.

28.2 Subject to Clause 28.1, we shall not be liable under, or in connection with, the Agreement for:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data;
- (h) any loss or damage that is not foreseeable by us;
- (i) cost of procurement of substitute goods or services; or
- (j) any indirect, special or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise or, whether any such losses could be reasonably foreseen by us or not or if even if we have been advised of the possibility of such damages.

Each of the Sub-clauses 28.2(a) to 28.2(j) shall be deemed to be independent of the others.

28.3 Subject to Clause 28.1, our entire liability to you in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement shall, for any one incident or series of related or unrelated incidents within a period of 12 months, be limited to the annual Charges paid by you to us in the 12 months immediately prior to the relevant incident(s) (or if the Agreement was in force for less than 12 months when the liability arose, the Charges paid by you from the Commencement Date to such date).

- 28.4 We shall have no liability to you in respect of any fraud perpetrated by you or any third party.
- 28.5 You acknowledge and accept that our directors, employees, members of staff, agents, sub-contractors, licensors, and suppliers shall have the benefit of the limits and exclusions of liability set out in this Clause 28 including without limitation in terms of the Contracts (Rights of Third Parties) Act 1999.
- 28.6 In relation to FraudProtector, Axis shall not be liable to any party for any losses suffered in the event of delays or other non-performance, whether due to delayed delivery of CDRs which are provided by third parties, or for any other reason.
- 28.7 Axis shall not be liable for any losses to any party that arise as a result of fraudulent activity, whether or not due to any failure or non-performance in FraudProtector. FraudProtector does not

29 Warranties and Representations

- 29.1 Other than as expressly set out in this Agreement and to the greatest extent permitted by law, we make no representations or warranties with respect to the Services, or the performance of our obligations hereunder, and expressly exclude such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law.
- 29.2 In particular, but without prejudice to the generality of this Clause 29, you acknowledge and accept that:
- (a) we do not warrant that the Services will be available to you error-free, at any particular time or continuously; and
 - (b) the quality and coverage of the Services depends on both the telecommunications network to which you are connected and also on other telecommunications networks to which the person you are calling is connected. The services might be adversely affected by circumstances beyond our control. We are not responsible for any loss of or disruption to the Services due to failure of a carrier network, broadband provider or internet service provider, to the maximum extent permitted by law.
- 29.3 While certain precautions have been taken to detect computer viruses and ensure security, we do not warrant that our Services are virus-free and secure. To the maximum extent permitted by law, we shall not be liable for any loss or damage which occurs as a result of any virus or breach of security.
- 29.4 We do not warrant that our Services will be compatible with your computer systems, software and/or hardware.
- 29.5 You warrant to us that:
- (a) you have the authority to enter into this Agreement; and
 - (b) you will comply with any legal and regulatory requirements applicable to the Services provided under this Agreement.
 - (c) you will comply with all consumer and other applicable legislation, regulations, instructions or guidelines issued by regulatory authorities and relevant licences.

30 Monitoring and Recording Calls and Data Protection

- 30.1 We may monitor and record calls relating to the provision of our Services (including but not limited to our customer support services) and telesales. We do this for providing the Services to you, for training purposes and to improve the quality of our services.
- 30.2 We may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain our Services.
- 30.3 We operate in accordance with the Data Protection Act 1998 and in accordance with our 'Privacy Policy' available on our Website at www.axisforbusiness.co.uk. You are also required to comply with all data protection legislation. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process your personal data in connection with our performance of our obligations under this Agreement.
- 30.4 By registering for the Services you consent to us using and/or disclosing your personal information for the following purposes:
- (a) processing your application (which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account);
 - (b) providing or arranging for third parties to provide any part of the Services including, without limitation, customer care/help desk facilities and billing you for the Services (which may involve disclosing your information to third parties solely for those purposes);
 - (c) to inform you about other Axis products or services, or products and services from our group of companies unless you opted out to this during the application process or you notify our customer services in writing, signifying that you do not wish to receive this information from us;
 - (d) to disclose all or part of your personal data to a regulator (e.g. Ofcom or, the Information Commissioner Office), a court, or to a public body to comply with any regulatory, government or legal requirement (including but not limited for prevention and detection of crime and terrorism); and
 - (e) to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of our customer base (including you) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.
- 30.5 We shall be entitled to make your name, address and telephone number available to the emergency services.

31 Variations

- 31.1 We may vary the terms of this Agreement and the Charges from time to time. In the event that we make changes to this Agreement that are likely to cause a material detriment to

you, you will be entitled to terminate this Agreement within 30 days of us notifying you of such changes. In order to ensure continuity, time will be of the essence for your notice to be received by us and if we have not received your notice within that time, you will be bound by the terms of this Agreement as varied.

- 31.2 Subject to Clause 31.1 above, we shall be entitled to notify you of any updates and/or variations of the terms of this Agreement and our Charges, by email, by post, through a notice in our invoices, through your Axis account or by posting our updated Agreement or Price Guide on our Website at **www.axisforbusiness.co.uk**.
- 31.3 Unless we give you our prior consent in writing, you shall not be entitled to make any variations to this Agreement.

32 Force Majeure

- 32.1 Neither Party will be liable to the other for any failure to deliver the Services or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such Party, including, but not limited to any act of God, reduction or failure of power supply, reductions or failures of other telecommunication operators, internet providers or communication suppliers, physical obstructions, atmospheric conditions and other causes of radio interference, acts or omissions of national or local government authority, war, act of terrorism, military operation, riot or delay, employee dispute, or supply of equipment by third parties.
- 32.2 If such failure to deliver continues for more than 3 months after the commencement of such failure, then either Party may terminate this Agreement on notice in writing to the other Party.

33 The Direct Debit Guarantee

- 33.1 This guarantee is offered by all banks and building societies that take part in the direct debit scheme.
- 33.2 The efficiency and security of the Scheme is monitored and protected by your own bank or building society.
- 33.3 If the amounts to be paid or the payment dates change we will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- 33.4 If an error is made by us or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- 33.5 If you receive a refund you are not entitled to, you must pay it back immediately when we ask you to.
- 33.6 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.

34 General Provisions

- 34.1 This Agreement represents the entire agreement between the Parties in relation to its subject matter and supersedes all agreements and representations made by either Party, whether oral or written.
- 34.2 The Parties acknowledge and agree that:
- (a) the Parties have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
 - (b) in connection with this Agreement the Parties' only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Agreement and that all other rights and remedies are excluded, except in the case of fraud.
- 34.3 The Parties do not intend that this Agreement be enforceable by any person not a Party to this Agreement including under the General Terms (Rights of Third Parties) Act 1999 with the only exception of Clause 28 and Clause 29 above which will also be enforceable by our directors, employees, members of staff, agents, sub-contractors, licensors, and suppliers. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.
- 34.4 This Agreement is personal to you and you shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this Agreement.
- 34.5 We may at any time assign, transfer, novate, mortgage, charge or deal in any other manner with any or all of our rights and obligations under this Agreement, including but not limited partial assignment. We may sub-contract any of our obligations under this Agreement.
- 34.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable to give effect to the commercial intention of the Parties. Notwithstanding the foregoing, if any part, term or provision of this Agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of this Agreement will not be affected.
- 34.7 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 34.8 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

- 34.9 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 34.10 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.
- 34.11 Each Party affirms and represents that it is acting on its own behalf and not for the benefit of any other person.
- 34.12 Any notices sent by you to us must be sent by email to info@axisforbusiness.co.uk, or by post (or fax) or recorded delivery to our address above, must quote your account number and shall not be effective until received by us. Notices sent by us to you may be sent: (i) by hand, post or by recorded delivery to your billing address specified on your Order or to your registered office; or (ii) by fax to your fax number specified on your Order or as otherwise notified by you in writing; or (iii) by email to your email address specified on your Order or as otherwise notified to us in writing; or (iv) by posting information on our Website. Notices given by hand shall be deemed given the same day. Notices given by post shall be deemed to have been received 48 hours from the date of posting. Notices given by recorded delivery shall be deemed given on the date and at the time of signature of the delivery receipt. Notices by fax shall be deemed given when transmitted, provided that the sender shall have received a transmission report confirming correct transmission. Any communication by email shall be deemed to have been made on the working day on which the notice is first stored in the recipient's electronic mailbox. To be effective, written notice of any material breach, must prominently state that the correspondence is a formal notice of breach, and must be sent via pre-paid recorded delivery or registered post.

Axis Telecom

Schedule 1 - Phone Services Schedule (Business)

This Service Schedule for Phone Services is made by and between Axis and you and is part of your Agreement with us.

In the event of any conflict or ambiguity between this Service Schedule and the Business General Terms, this Service Schedule will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 5 (definitions & interpretation).

1 Definitions

"Phone Services" has the meaning specified in paragraph 2 of this Service Schedule; and

"Service Start Date" means the date you are able to start making and receiving calls or otherwise using our Phone Services.

2 Description of the Phone Services

2.1 The Services covered by this Service Schedule comprise:

- (a) the installation or takeover and rental of a fixed telephone line;
- (b) the facility to make or receive telephone calls;
- (c) any one of a range of call price plans that enable you to make discounted telephone calls;
- (d) any other facilities such as caller ID display that we agree to give you;
- (e) access to the emergency services and provision of caller location information from your telephone line; and
- (f) any other fixed line phone related services that we agree to provide to you under this Service Schedule (which expressly excludes our Broadband Services our Mobile Services and our VoIP Services).

(collectively referred to as the **"Phone Services"**).

3 Service Start Date

3.1 The Service starts on the Service Start Date.

3.2 For new line installations, we will agree a date with you for installation. If you cancel any appointment for the installation of your service after 12.00 noon on the day before we

agree to install your telephone line, you will be liable to pay a missed appointment charge at our then current Charges which are available on our Website at www.axisforbusiness.co.uk.

- 3.3 Time is not of the essence for the Phone Services. We will try to provide the Phone Services by any date agreed with you, but any suggested date is an estimate.
- 3.4 For line transfers, we will normally transfer the line from your current provider within ten working days. The time taken to port numbers from other networks varies and sometimes it may not be possible or reasonably practicable. If this happens we will provide you with a new number(s).

4 Minimum Term

- 4.1 The Phone Service will have the Minimum Term agreed with you, and specified in your Confirmation Letter (usually 12 or 24 months).
- 4.2 If you terminate this Service Schedule before the end of the Minimum Term, or a Renewal Term, (or we terminate it due to your breach of the Agreement), we will Charge you a Cancellation Fee. Our current Cancellation Fees are available on our Website at www.axisforbusiness.co.uk.

5 Charges

- 5.1 Axis charges you for using the Phone Services covered by this Agreement. The Charges applicable to the Phone Services are described in this paragraph 5 of this Service Schedule and in Clause 13 of our Business General Terms. You agree to pay and are responsible for paying the Charges for the Phone Services or for any Equipment you purchase.
- 5.2 Charges for the Phone Services will be incorporated into your monthly Axis Telecom invoice.
- 5.3 Unlimited local & national inclusive call price plans are available to businesses only and not to residential customers.
- 5.4 The inclusive minute allowances specified in your call price plans will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).
- 5.5 Call Charges for calls outside of your inclusive minute allowances will then be rounded up to the nearest whole penny and will be charged to you at our then current rates specified in our Price Guide. In addition, a per call connection Charge will apply.
- 5.6 All unlimited plans connected to our Phone Services are subject to our fair usage policy available on our Website at www.axisforbusiness.co.uk ("**Fair Usage Policy**").
- 5.7 In the event that you exceed the limits included in our Fair Usage Policy:
- (a) we will charge you our then current call Charges for the exceeding minutes in accordance with paragraph 5.6 of this Service Schedule; and

- (b) we reserve the right to switch you to a more appropriate tariff or call price plan at any time, to suspend the Phone Services or to terminate this Agreement with immediate effect.
- 5.8 Local & national calls are numbers beginning 01 and 02 and 03 only and do not include non-geographic numbers (0845, 0870 etc) premium rate numbers (09xx) and Internet access numbers.
- 5.9 Mobile call rates refer to calls from your landline to Vodafone, O2, EE (T-Mobile and Orange) and Virgin only. It does not include calls to Three (unless otherwise stated in your tariff), Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks. If your tariff includes minutes to UK mobiles the same applies.
- 5.10 Inclusive international minute allowances under a calling card package will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).
- 5.11 Charges for international calls outside of your inclusive minute allowances will then be rounded up to the nearest whole penny and charged at our then current rates specified in our Price Guide. In addition, a per call connection Charge will apply.
- 5.12 Connection Charges will apply to all calls except to calls which are part of an inclusive call price plan (or calling card package) or calls to free-phone numbers as specified in our Price Guide.
- 5.13 Unused minutes or texts on tariffs with an inclusive minute allowance do not roll-over to the next month.
- 5.14 If any part of a bundled service (e.g. phone and broadband) is cancelled, we will automatically apply to you our then current Charges for any remaining services.
- 6 Repairs to the Phone Services**
- 6.1 Repairs to the Phone services are regulated by Clause 18 of the General Terms.

Axis Telecom

Schedule 2 - Broadband Services Schedule (Business)

This Service Schedule for Broadband Services is made by and between Axis and you and is part of your Agreement with us.

In the event of any conflict or ambiguity between this Service Schedule and the Business General Terms, this Service Schedule will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 5 (definitions & interpretation).

1 Definitions

"**Broadband Services**" has the meaning specified in paragraph 2 of this Service Schedule;

"**Service Start Date**" means the date you are able to start using your internet connection.

2 Service Description

2.1 The Broadband Service consist of the provision of high speed access to the internet in the United Kingdom together with a range of other internet services, such as computer security or backup services and email as described in our Confirmation Letter (the "**Broadband Services**").

3 When the Service Starts

3.1 The Service starts on the Service Start Date.

3.2 For new line installations, we will agree a date with you for installation. If you cancel any appointment for the installation of your service after 12.00 pm on the day before we agree to install your line, you will be liable to pay a missed appointment Charge at our then current Charges which are available on our Website at **www.axisforbusiness.co.uk**

3.3 Time is not of the essence for the Broadband Services. We will try to provide the Broadband Services by any date agreed with you, but any suggested date is an estimate.

4

Minimum Term

4.1

The Broadband Service will have the Minimum Term agreed with you, and specified in your Confirmation Letter (usually 12 or 24 months).

4.2

If you terminate this Service Schedule before the end of the Minimum Term, or a Renewal Term, (or we terminate it due to your breach of the Agreement), we will Charge you a Cancellation Fee. Our current Cancellation Fees are available on our Website at **www.axisforbusiness.co.uk**

5 Our Provision of the Services

- 5.1 We will provide the Broadband Services to you, which will include (if purchased) security services or backup services, with reasonable skill and care and in accordance with the provisions of this Agreement. We can only provide services in areas of the United Kingdom in which we, or our suppliers, are technically able to offer Broadband services from time to time.
- 5.2 In order to use the Broadband Services, you need an existing analogue telephone line on the BT Openreach™ (or Kingston Communications) network, unless we tell you otherwise in writing. You must also ensure that compatible cables and extension leads are used to and from your telephone socket, router or modem, and PC in order to use the Broadband Service. You acknowledge that we are dependent upon certain third parties to install and provide the Broadband Services to you. You also acknowledge and affirm that there may be technical limits that prevent us from delivering an operational service to you. We will endeavour to provide the Broadband Services to you at the access rate you choose but, due to: (i) congestion within the network; (ii) the ability of your BT (or Kingston Communication) line to carry data services; or (iii) the distance from the exchange, the speed of service may be reduced at times.
- 5.3 It is your duty to cancel any other broadband service supplied by another company through the telephone landline that you wish to use to receive our Broadband Service and your telephone landline at your location must be clear of your former supplier's broadband service. Alternatively, you must provide us with a valid migration code to transfer the broadband service from your current supplier, unless we tell you otherwise in writing.
- 5.4 If you have purchased a computer security service from us, you must uninstall any other computer security services from your computer.
- 5.5 We do not undertake to provide a fault free service.
- 5.6 Routers purchased directly from Axis will receive technical support within their warranty period. Technical support for modems or routers acquired from any other source is therefore the responsibility of the manufacturer.
- 5.7 If you currently receive a broadband service from an alternative supplier you are responsible for any contractual agreement you have with them and any liabilities you may incur for terminating your current agreement.
- 5.8 In using our Broadband Service, you agree to comply with our Acceptable Use Policy which is available on our Website at www.axisforbusiness.co.uk

6 Charges

- 6.1 Axis charges you for using the Broadband Services covered by this Agreement. The Charges applicable to the Broadband Services will be the: (i) Charges that we confirm to you in our Confirmation Letter; (ii) the Charges that we describe in this paragraph 6; and (iii) the Charges that we describe in Clause 13 of the Business General Terms as applicable.

- 6.2 You agree to pay and are responsible for paying the Charges for the Broadband Services or for any Equipment you purchase from Axis.
- 6.3 In the event that we have agreed to provide you with a bundle for Phone and Broadband Services and you transfer to other supplier, or terminate, all telephone lines covered by the bundle, we will automatically apply to you our then current Charges for any remaining services.
- 6.4 Axis will apply a monthly Charge, specified in our Price Guide which is available on our Website at **www.axisforbusiness.co.uk**, if your telephone line is incompatible with our Next Generation Network or if the telephone exchange that serves your telephone line has not been upgraded to support our Next Generation Network).
- 7 Repairs to your Broadband Services**
- 7.1 Repairs to the Broadband services are regulated by Clause 18 of the Business General Terms.

Axis Telecom

Schedule 3 - Mobile Services Schedule (Business)

This Service Schedule for Mobile Services is made by and between Axis and you and is part of our Agreement with you.

In the event of any conflict or ambiguity between this Service Schedule and the Business General Terms and Conditions, this Service Schedule will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 5 (definitions & interpretation).

1 Definitions

"Account" means our records of your payments and outstanding Charges, plus your personal details;

"Additional Services" means additional or supplemental services for which a charge is made in addition to the fixed periodic Charges for the Services (if applicable);

"Age Restricted Services" means any Services which are specified for use only by customers 18 or over;

"Cancellation Fee" means a fee charged if we end the Agreement due to your conduct or if you end your Agreement within the Minimum Term or a Renewal Term. This fee may cover (without limitation) your fixed periodic Charges for the Minimum Term (or a relevant Renewal Term), our administrative costs, our reasonable administration costs in porting your number, costs incurred by us in Connecting and Disconnecting the Services and our payments to operators, network providers, stores or agents;

"Charges" means charges for access to, and use of, the Mobile Services. These Charges may cover (without limitation) fixed periodic Charges, usage charges, account administration fees, fees for Connection, and re-Connection, a Cancellation Fee (where applicable) and any costs incurred in collecting outstanding payments from you;

"Connected" means the successful completion of a Connection;

"Connection" means the process of giving you access to the Mobile Services. "Connected", "Connecting", and "re-Connection" have corresponding meanings;

"Damage" means any accidental, sudden and unforeseen damage to the Handset caused by external means which affects the operational functioning of the Handset;

"Disconnection" means the procedure by which you stop your access to the Mobile Services. "Disconnecting" or "Disconnect" has the same meaning.

"Fair Use Policy" means our Fair Use Policy for Mobile Services available on our Website at www.axisforbusiness.co.uk;

"GSM Gateway" means any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call;

"Handset" means a mobile handset or device which is authorised by us for Connection to the Network, which is used to access the Mobile Services;

"Messaging Services" means any email, fax and voicemail Services, text message and multimedia messaging Services, personal information management and other message or communication facilities which let you communicate with others;

"Minimum Term" means the minimum period for the supply of Services as specified in your Agreement commencing on the date you are Connected (where no period is specified in the Agreement a minimum period of 12 months from the date you are Connected will apply if we provide you with a SIM card only or 24 months from the date you are Connected if we provide you with a Handset);

"Mobile Network Operator" means the mobile network operator providing network services to our Network Provider;

"Mobile Services" has the meaning specified in Paragraph 2 of this Service Schedule;

"Network" means the electronic communications system by which the Mobile Network Operator makes our Mobile Services available in the United Kingdom;

"Network Provider" means the network provider providing network services to us;

"Premium Service" means any Mobile Services which are charged at premium rates, such as international calling and international roaming, which you can only access with our approval;

"Roaming" means an optional Service which allows you to use your device on other operators' Networks, usually in foreign countries;

"Service Start Date" means the date when we Connect you;

"SIM" means a card which contains your personal number and which is programmed to allow you to access the Mobile Services;

"Suspension" means the procedure by which we temporarily Disconnect your access to the Services. "Suspend" has a corresponding meaning.

"Storage Services" means any Services which offer you storage capacity on the Network for storage of content which you access from us; and

"Third Party Content" means the content owned or licensed by third parties.

2 Service Description

- 2.1 The Mobile Services consist of the mobile services offered by us, including but not limited to call and data services, Messaging Services, Storage Services, Age Restricted Services and Premium Services, which we agree to provide to you.

3 When the Service Starts

3.1 Our provision of Service will start on the Service Start Date.

4 Minimum Period

4.1 The Mobile Services will have the Minimum Period agreed with you and specified in your Confirmation Letter (usually 12 months if we only provide you with a SIM card or 24 months if we provide you with a Handset subsidised by us) and will start running from the Service Start Date.

4.2 If you terminate the Agreement or this Service Schedule (or we terminate the Agreement or this Service Schedule due to your breach of the Agreement) before the end of the Minimum Period or a further Renewal Term we may charge you a Cancellation Fee.

5 Provision of the Mobile Services

5.1 The Mobile Services shall be personal to you and non-transferable.

5.2 Once you are Connected, we will provide you with access to our Mobile Services. We may also open an Account for you (if not already opened) and provide you with a SIM and a phone number (and we may agree to provide you with additional SIMs and phone numbers on your request and subject to any applicable Charges).

5.3 The Mobile Services may include Premium Services and Age Restricted Services. The Age Restricted Services are provided on the basis that you are 18 or over and you will not show or send any content from the Age Restricted Services to anyone under 18. If you are under 18, you are not permitted to access our Age Restricted Services. You must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you have deactivated any access to Age Restrictive Services if you let anyone under 18 use your Handset.

5.4 International roaming will be available in those countries where our Network Provider or its Mobile Network Operator have international agreements from time to time.

6 Limitation and Availability of Mobile Services

6.1 We will always try to make the Mobile Services Available to you. However, Mobile Services are only available within our coverage area (which comprises a video service area and a voice and picture area within the UK). Within this, there may be areas where you do not have access to all the Mobile Services or where coverage is otherwise limited or unavailable.

6.2 The full Mobile Services are not available in all countries outside the UK and may be restricted to certain areas within those countries where access to the Mobile Services is possible.

6.3 Not all Handsets will be able to receive the Mobile Services. We only agree to provide the Mobile Services to Handsets of a make and type approved by us.

- 6.4 There may be situations where Mobile Services are not continuously available or the quality is affected and therefore we do not guarantee continuous fault-free service. For instance:
- (a) when we, our Network Provider or its Mobile Network Operator needs to perform planned or unplanned upgrading, maintenance or other work on the Network or Mobile Services;
 - (b) when you move outside our video service area, including whilst you are on a call (in this case calls may not be maintained);
 - (c) when you are in areas not covered by the Mobile Network Operator's Network (in these cases Mobile Services rely on other operator networks where we have no control); and
 - (d) because of other factors outside our control, including but not limited to, the features or functionality of your Handset, regulatory requirements, lack of capacity, interruptions to mobile services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.
- 6.5 In providing the Mobile Services, we may:
- (a) change or withdraw some or part of the Mobile Services from time to time, including but not limited to: changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content (you can terminate this Service Schedule Agreement under paragraph 19.1(c) only if this variation is likely to be of material detriment to you); and
 - (b) determine or change how Mobile Services are presented and delivered to your Handset or are otherwise made available to you at any time.
- 6.6 We may put limits on the use of certain Mobile Services, such as Messaging Services or Storage Services. For example, we may limit the size of messages or storage space.

7 Your Obligations in Using the Mobile Service

- 7.1 You shall only use the Mobile Services, the SIM and the relevant phone numbers allocated to you [and the Handset] in accordance with this Service Schedule (and with the rest of the Agreement as applicable) and for your own use. This means that you must not resell or commercially exploit any of the Mobile Services or content. You shall also not allow anyone else to resell or commercially exploit any of the Mobile Services or content.
- 7.2 You must co-operate with us and follow our reasonable instructions to ensure the proper use and security of the Mobile Services and your Account.
- 7.3 Your use of the Mobile Services must be in compliance with:
- (a) our Fair Use Policy; and
 - (b) all relevant legislation, regulations and common law obligations.

If you use Services from a country outside the United Kingdom, your use of the Services may also be subject to laws and regulations that apply in that other country. We are not liable for your failure to comply with those laws or regulations.

7.4 In using the Mobile Services, you shall:

- (a) keep all PINs numbers and passwords related to your Account and the Mobile Services, safe, secure and confidential. You must not share them with anyone else; and
- (b) be responsible for the security of your Handset and ensure that it is kept secure (refer to the Handset manufacturer's user guide for details on how to keep your Handset secure).

If you find or suspect that anyone else knows your passwords or PIN numbers, or can guess them, you must contact us immediately and ask us to change them. This is your responsibility.

7.5 You shall not use the Mobile Services, the SIM and phone numbers allocated to you or allow anyone else to use the Mobile Services, the SIM or phone numbers allocated to you for illegal or improper use. For example:

- (a) for fraudulent, criminal or other illegal activity;
- (b) in any way which breaches another person's rights, including copyright or other intellectual property rights;
- (c) to copy, store, modify, publish or distribute services or content (including ringtones), except where we give you permission;
- (d) to download, send or upload content of an excessive size, quantity or frequency (we may contact you if your use is excessive);
- (e) in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Network, the networks or systems of others or other services;
- (f) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload;
- (g) to use or provide to others any directory or details about customers;
- (h) to copy, store, modify, publish or distribute unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; and
- (i) to copy, store, modify, publish or distribute anything that is obscene, immoral, offensive, abusive, defamatory, menacing, harassing, and threatening or is unlawful in any other way.

- 7.6 You also undertake and warrant to us that uploading, sending, transmitting, storing or otherwise using your content shall not place any person in breach of any criminal and civil obligation.
- 7.7 You shall report lost or stolen SIMs or improper or illegal use of SIMs to us immediately and you will be liable for all Charges until the point of proven notification to us.
- 7.8 You acknowledge that your usage of certain Mobile Services (e.g. roaming calls, data roaming and voice services on mobile broadband) and Additional Services may be expensive. The Charges are published in the Price Guide. We cannot set usage limits for your Mobile Services or Charges.
- 7.9 You may not change tariff after providing notice to cancel or move your mobile number to another provider.
- 7.10 You must always cooperate with us and follow our reasonable instructions to ensure the proper use and security of the Mobile Services and your Account. You must only use Handsets authorised by us for Connection to the Network and also comply with all relevant legislation relating to their use.
- 7.11 We may publish an Acceptable Use Policy which provides more detail about the rules for use of certain services in order to ensure that use of the Mobile Services is not excessive, to combat the fraud and where the Mobile Services we may introduce require certain rules to ensure they can be enjoyed by our customers. Our current Acceptable Use Policy is available at www.axisforbusiness.co.uk - such a policy may be amended from time to time. For instance, if we discover that the Mobile Services are being used fraudulently or for fraudulent purposes or the excessive use of certain Services is causing problems for us, our Network Provider or its Mobile Network Operator, its systems or for other users (or if we introduce new services which may require certain rules to ensure that such new services can be enjoyed by our customers), again, we will let you know if this happens.
- 7.12 You shall not connect any GSM Gateway to the Network for Illegal purposes including the unlawful provision of electronic communication services (as defined in the Communications Act 2003) to a third party or which is not compliant with any relevant laws or with our Network Provider, or its Mobile Network Operator's commercial policy. You shall not use the Mobile Services for the purposes of voice-over-internet-protocol service or similar service, unless otherwise agreed in writing by us.

8 Responsible use of Messaging and Storage Services

- 8.1 While using the Messaging Services, you must not send or upload:
- (a) anything that is copyright protected, unless you have permission;
 - (b) unsolicited bulk or commercial communications or other unauthorised communications or knowingly send any viruses; or
 - (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or that is unlawful in any other way.
- 8.2 While we have no obligation to monitor the Messaging Services or Storage Services, if you exceed or use the limits set out in our Fair Use Policy or we are made aware of any

issues with your use of these Mobile Services, (for example, if we are made aware that you are using Mobile Services in any of the way prohibited in paragraph 8.1 above) we reserve the right to remove or refuse to send or store content on your behalf.

9 Suspension of Mobile Services

9.1 We may suspend the Mobile Services in full or in part, and for any period of time, and without further notice if:

- (a) you are in breach of this Agreement, including being in breach of any of your obligations in this paragraph 9;
- (b) you have provided us with what we reasonably believe to be false or misleading information (e.g. false or misleading details about yourself);
- (c) we advise you that you are in breach of the Fair Use Policy or that your use of the Mobile Services is otherwise excessive and/or is causing problems for us, our Network Provider, its Mobile Network Operator or other users and you are continuing to use the Services excessively;
- (d) we reasonably believe that you have used the Mobile Services, the SIM(s) or a phone number for illegal or improper purposes in contravention to any of your obligations under paragraph 7;
- (e) we believe your Handset or SIM has been lost or stolen;
- (f) we receive a serious complaint against you which we believe to be genuine (for example, if you receive a complain that you are using the Mobile Services in any of the ways prohibited by paragraphs 5.3, 7.5 and 8.1 of this Service Schedule;
- (g) we are required to suspend your Mobile Services by the emergency services or any lawful authority;
- (h) we reasonably believe you have permitted your Handset to be unlocked in any unauthorised manner; or
- (i) you have not paid Charges due under this Agreement or you have not paid any other charges due in respect of any other service or product provided by us.

9.2 We may turn off your Messaging Services if they are inactive for an extended period of time. we will provide notification before this happens. If we do turn off your Messaging Services we will have no obligation to maintain any of the content in your Messaging Services or to forward any unopened or unsent messages to you or anyone else.

9.3 If we suspend any or all of your Mobile Services, you will still be able to make emergency calls (unless the Mobile Services have been suspended at the request of the emergency services).

9.4 If your Mobile Services are suspended, we may re-Connect you at your request and there may be a re-Connection Charge for this.

- 9.5 We shall have the right to restrict, suspend access to or terminate the Mobile Services or access to the Network or any third party's network if we know or reasonably suspect that any Handset or equipment is used by you or by any third parties in a way:
- (a) which adversely affects to a material extent the operation of the Network or provision of the Mobile Services or the provision of any services by us (or our suppliers) to any other person;
 - (b) which will or may adversely affect to a material extent the operation of the Network or any third party network or provision of the Mobile Services; or
 - (c) which is, or we suspect is, fraudulent, criminal, or where illegal activities are being carried out, or are likely to be carried out, via that Handset or equipment.
- 9.6 We may suspend the Services without prior notification in the case of suspected fraud or misuse.

10 Your Indemnity to Us

- 10.1 You will fully indemnify and hold us harmless against all losses, damages, amounts paid by way of settlement, costs and expenses (including legal fees) of whatsoever nature suffered or incurred by us arising out of or in connection with any actual or potential claims or legal proceedings against us by a third party because of your use of the Mobile Services in breach of your obligations under this Service Schedule (or any parts of the Agreement). We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.
- 10.2 You shall indemnify us against all third party claims for infringement of copyright or other intellectual property rights which may arise in respect of your content.
- 10.3 We will also require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Mobile Services either by yourself or by someone you have knowingly allowed to use the Mobile Services we provide to you.

11 Charges

- 11.1 We charge you for using the Mobile Services covered by this Agreement. The Charges applicable to the Mobile Services will be the Charges that we confirm to you in our Confirmation Letter, that we describe in our Business General Terms and Conditions (or in any Specific Offer we agree to apply to you) and the Charges published in our Price Guide available at www.axisforbusiness.co.uk. You agree to pay and are responsible for paying the Charges for the Mobile Services or for any Equipment you purchase from us.
- 11.2 Charges for the Mobile Services (or for any Equipment you purchase) will be incorporated into your monthly Axis Telecom invoice.
- 11.3 Unless we state otherwise in writing, the Mobile Services are not a stand alone Service and will be provided to you in a bundle with our Phone and/or Broadband Services. In the event that we have agreed to provide you with a bundle for Mobile, Phone and/or Broadband Services and you transfer your Phone and/or Broadband Services to a different supplier we may, from the date of such transfer: (i) automatically apply to you our

then current separate Charges for any Services we keep providing to you; or (ii) terminate the Mobile Services, at our sole discretion (and in this case, you will be responsible to pay a Cancellation Fee if you are within your Minimum Period or a subsequent Renewal Term).

- 11.4 We will charge a Cancellation Fee should you terminate the Agreement or this Service Schedule before the end of the Minimum Period or a Renewal Period or if we terminate the Agreement or this Service Schedule because you materially breach the Agreement.

12 Call Charges

- 12.1 Call Charges will be based upon call and billing data recorded by us, the Network Provider and the Mobile Network Operator.
- 12.2 Unless otherwise stated on our Price Guide or in any Specific Offer with inclusive minutes and texts, inclusive minute allowances specified in your call price plans will be deducted in one minute increments (with any part minutes rounded up to the nearest minute). Calls outside any inclusive call price plan will then be rounded up to the nearest whole penny. In addition, and notwithstanding the preceding sentence, there is a per call connection charge and the details of these call connection charges appear in our Price Guide.
- 12.3 You acknowledge that roaming calls may take longer to be invoiced than other types of calls.
- 12.4 Calls types listed as free are limited to 30 minutes per call and thereafter calls will be charged at standard tariff rates available in our Price Guide. You may disconnect and re-dial before 30 minutes have elapsed. Unless indicated otherwise, such free calls shall only apply to calls made within your Account.
- 12.5 Unused minutes or texts on tariffs with an inclusive allowance do not roll-over to the next month.
- 12.6 If a call price plan has a minimum monthly spend, the minimum monthly spend will be charged in the event that usage charges are below the minimum monthly spend. The minimum monthly spend will also be considered a recurring charge (line rental) for the purposes of calculating Cancellation Fees.
- 12.7 If your tariff includes minutes to UK mobiles, this refers to calls to Vodafone, O2, EE (T-Mobile and Orange) H3G and Virgin only, Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks.
- 12.8 We may require you to provide us with a Deposit as a condition of providing or continuing to provide the Mobile Services.
- 12.9 We may hold this deposit until all sums due to us by you under this Agreement have been paid. We may off-set this Deposit (or any other of your monies which we may hold) at any time against any unpaid invoice under this Agreement. This right of off-set is without prejudice to any other remedy we may have under this Agreement and an action for debt recovery may still occur notwithstanding we are holding any Deposit.
- 12.10 Subject to paragraph 12.9, we will refund any deposit on request on termination of this Agreement.

12.11 No interest is payable on any deposit held by us.

13 SIM Cards

13.1 We, our Network Provider or its Mobile Network Operator owns each SIM and each SIM remains their (or our) property at all times. You are being allowed to use the SIM by us on a limited licence to enable you to access the Mobile Services, always in accordance with the terms of this Agreement. We or they may recall any SIM at any time, including for upgrades, modifications, misuse or when the Mobile Services terminate. You can only use the SIM to obtain the Mobile Services.

13.2 You must ensure that you keep the SIM safe and secure whilst it is in your possession and you must ensure that you are able to return it to us at any time. There will be a Charge for any replacement SIM, unless, it is defective through faulty design or workmanship.

13.3 Each SIM may only be used in Handsets which are enabled for Mobile Services and are authorised by us for Connection to the Network. You shall not misuse any SIM. Any attempt to use the SIM in other Handsets shall constitute misuse, may result in serious Damage to the Handset and may prevent you from being able to use it, including the making of emergency calls. We, our Network Provider or its Mobile Network Operator are not responsible for any liability for loss or damage which may be caused by misuse of any SIM. It is your responsibility to ensure that SIMs are only used to access the Mobile Services as permitted in this Agreement.

14 Handsets

14.1 Save for this paragraph 14, this Service Schedule does not cover the supply of any Equipment, including any Handset. Any terms relating to Handsets will be given to you separately.

14.2 Handsets which can be used to access the Mobile Services may be locked to the Network. The software in the Handset and all intellectual property rights in that software are owned by the Handset manufacturer and you are being allowed to use the software on a limited licence from the Handset manufacturer.

14.3 During the term of this Service Schedule for the supply of the Mobile Services, you must not permit your Handset to be unlocked in any unauthorised manner (including by anyone other than us or the Handset manufacturer). You must contact us if you want your Handset to be unlocked from the Mobile Network Operator's Network. If you contact us to request that your Handset be unlocked from the Mobile Network Operator's Network, we will arrange for your Handset to be unlocked in an authorised manner (which may include replacing your Handset with an unlocked Handset, which is the same or similar specification to your Handset) and you must pay an unlocking administration charge. In addition, you must ensure that there are no outstanding amounts owing on your Account. Prior to us arranging for your Handset to be unlocked, you must ensure that you back-up or otherwise store separately any of your information or other data on the Handset which you may require, as this may be lost during the Handset unlocking process. We are not responsible for any information or any other data which may be lost during the Handset unlocking process. This paragraph 14.3, will not apply to you if you have purchased your SIM on a SIM-only basis.

- 14.4 Unless we say otherwise in writing, where we provide a Handset to you on a free of charge basis, the Handset will be provided to you on lease and shall remain the property of Axis Telecom or our suppliers (as applicable) as specified in the lease terms and conditions. Following an upgrade, renewal or termination of the Mobile Service connected to the Handset you shall return the Handset to us, on our request, in accordance with our instructions (at your own cost).
- 14.5 Any such Handsets will be provided on condition of full payment for Handset or your compliance with a payment plan. This payment plan will usually consist of twenty four monthly payments and a Deposit. Title in Handsets shall not pass to you. The Deposit and payments will be Charges under this Agreement. This payment plan requires that you enter into this Agreement for at least 24 months. Further terms and conditions may apply to a Handset provided under this paragraph and these will be provided to you with the Handset. Your use of the Handset shall constitute acceptance of those further terms and conditions.
- 14.6 The Handset shall be used by you or any other person for the Mobile Services only and any other use may constitute misuse and a breach of this Service Schedule (or the Agreement as applicable).

15 Personal Data

- 15.1 We may pass and share your organisation's information and your personal data to our Network Provider, its Mobile Network Operators and other communications service providers for the following purposes:
- (a) processing your application (which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and bank account details to a bank for the purposes of setting up a direct debit account);
 - (b) providing or arranging for third parties to provide Customer Care/Help Desk facilities and billing you for the Mobile Services (which may involve disclosing your information to third parties solely for those purposes);
 - (c) providing and operating the Mobile Services; and
 - (d) detecting and preventing theft and fraud, and carrying out any activities or disclosures to comply with any regulatory, government or legal requirement.
- 15.2 If you use the Mobile Services from a country outside the United Kingdom it may be necessary to transfer your information to that country. If that country is outside of the EEA, the treatment of your personal data may be subject to laws and regulations applying in that country, and which may not protect your information to the same standards applying in the United Kingdom and the EEA.

16 Intellectual Property Rights

- 16.1 Any patents, design rights, know-how, copyrights, trademarks, the right to use software and all other similar intellectual property proprietary rights (whether registered or unregistered) worldwide (the "**Intellectual Property Rights**") relating to the Mobile

Services and their content belong to us, our Network Provider, its Mobile Network Operator or our licensed source (such as a content provider). We and they reserve all our and their rights.

- 16.2 The EE's marks and other EE's related images, logos and names on the Mobile Services are proprietary marks of the EE group of companies. We and they reserve all our and their rights.

17 Limitation of Liability

- 17.1 All of our obligations relating to the Mobile Services are set out in the Agreement. If you wish to make any variations to this Agreement or rely on any other term, you must obtain our prior agreement to the variation or term in writing.

- 17.2 Our Network Provider or its Mobile Network Operator will not be liable:

- (a) for any loss you may incur as a result of someone using your PINs or passwords with or without your knowledge; or
- (b) if we or they cannot carry out our duties or provide the Mobile Services because of something beyond our control.

- 17.3 Except as set out in paragraph 17.4:

- (a) all terms, conditions and warranties relating to Mobile Services are excluded unless they are contained in the Agreement or cannot be lawfully excluded;
- (b) our, our Network Provider's and its Mobile Network Operator(s) entire liability to you for something we do or we do not do will be limited to £3,000 for one claim or a series of related claims; and
- (c) we, our Network Provider or its Mobile Network Operator are not liable for any loss of income, business or profits or for any loss or corruption of data in connection with the use of the Mobile Services
- (d) we, our Network Provider or its Mobile Network Operator are not liable for any loss or damage specified in Clause 28.2 of the Business General Terms.
- (e) We, our Network Operator and the Mobile Network Operator are not liable for any loss or damage that was not foreseeable when you entered into the Agreement.

- 17.4 Nothing in this Agreement removes or limits each party's liability with respect to fraud, death or personal injury caused by negligence or for any liability that cannot be limited or excluded by applicable law.

- 17.5 If you are a consumer, the terms of this Agreement will not affect any statutory rights that you have and cannot be excluded by this Agreement. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

- 17.6 We will try to ensure the accuracy, quality and timely delivery of the Mobile Services. However:

- (a) we, our Network Provider, or its Mobile Network Operator accept no responsibility for any use of or reliance on Mobile Services or their content or for any disruptions to or any failures or delays in Mobile Services (this includes, without limitation, any alert services or virus detection services);
- (b) subject to paragraph 17.4, we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Mobile Services or their content., They are provided to you on an 'as is' basis;
- (c) we, our Network Provider, or its Mobile Network Operator are not providing you with advice of any kind (including without limitation investment or medical advice), where the services contain investment information, we do not make invitations or offer inducements to enter into any investment agreements; and
- (d) you represent and warrant that you have full contractual capacity to agree to the Agreement.

18 Content

18.1 You may be able to use the Mobile Services to:

- (a) upload, download, email or transmit content using the Mobile services; and
- (b) access content which is branded or provided by others and to acquire goods and services from others.

18.2 However, where we provide you with such access, our role is limited to transmitting the content to you or from you and we do not prepare or exercise control over the content, goods or services. We, our Network Provider or its Mobile Network Operator are not responsible or liable in any way for and do not endorse any of this content, goods or services.

18.3 You grant us, our Network Provider or its Mobile Network Operator, a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the Mobile Services.

18.4 This paragraph 18 will apply even after this Agreement has ended.

19 Termination of this Agreement

19.1 You may terminate the Mobile Services in the following ways:

- (a) you can end your Mobile Services during your Minimum Term (or any relevant Renewal Term) by giving notice to us at least 30 days before the date you want to terminate the Mobile Services, however, you must pay us all the Charges you owe plus any Cancellation Fee;
- (b) outside the Minimum Term (or any relevant Renewal Term), if a Minimum Term (or a Renewal Term) does not apply to you or if you want to end the Mobile Services at the end of your Minimum Term (or Renewal Term), by giving notice to us at least 30 days before the date you want to end the Mobile Services; or

- (c) within one month of us telling you about a variation to the Mobile Services which is likely to be of detriment to you by giving us written notice that you want to terminate the Mobile Services within that month and the Mobile Services will finish at the end of the month.

19.2 We may terminate the Mobile Services:

- (a) by giving you at least 30 days' notice if your Agreement does not have a Minimum Term (or Renewal Term) or the Minimum Term (or relevant Renewal Term) has expired; or
- (b) immediately (and you have to pay all the Charges you owe up until Disconnection) in the following situations:
 - (i) if we have the right to suspend your Mobile Services and we believe that the grounds are serious and have not been or are unlikely to be rectified;
 - (ii) if we believe that your use of our Mobile Services, are jeopardising the operation of our, our Network Provider's, or its Mobile Network Operator's Network, or are of an unacceptable nature;
 - (iii) if we no longer have access to other operators' networks which we need to provide Mobile Services, or if we are no longer able to provide Mobile Services due to factors beyond our control or because we cease business;
 - (iv) in the event of your bankruptcy, insolvency or death; or
 - (v) if you transfer the Phone and/or the Broadband Services to a different supplier.

19.3 Once you are Connected, you can only terminate the Mobile Services in the ways set out in this paragraph 19.

19.4 If you are a consumer, the terms of this Service Schedule will not affect any of your statutory rights which you have, which cannot be excluded by this Service Schedule. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

20 Post Termination

20.1 Upon termination of this Service Schedule:

- (a) the registration to our Mobile Services or those of third parties provided in the course of and/or for the purposes of the Mobile Services will cease at such time as the provision of the Mobile Services ends; and
- (b) we will close your Account and will Disconnect you and you will not be able to use the Mobile Services or make emergency calls.

20.2 You must immediately pay all Charges you owe up to the date the Mobile Services end. If we terminate the Agreement due to your conduct (i.e. your breach of this Agreement), or if

you terminate this Agreement, within the Minimum Term (or the relevant Renewal Term), the Charges will include a Cancellation Fee.

21 General Provisions

- 21.1 This Agreement is entered into for the benefit of us, our Network Provider and its Mobile Network Operator.
- 21.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999, it is intended that our Network Provider and its Mobile Network Operator will have the right to enforce any rights conferred on it under this Mobile Service Schedule (and the rest of the Agreement as applicable), and to that extent our Network Provider and its Mobile Network Operator will have the same rights against you as would be available if they were a party to this Mobile Service Schedule (or to the rest of the Agreement as applicable). The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.
- 21.3 In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your phone number for the Mobile Services.
- 21.4 You confirm that you have full contractual capacity to agree to this Mobile Service (and the rest of the Agreement).

Axis Telecom

Schedule 4 - VoIP Services Schedule (Business)

1 Introduction

- 1.1 This Service Schedule for VoIP Services is made by and between you and us and is part of your Agreement with us.
- 1.2 In the event of any conflict or ambiguity between this Service Schedule and the Business General Terms, this Service Schedule will take precedence.
- 1.3 Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 5 (definitions & interpretation).

2 Scope

- 2.1 This Schedule shall apply to you if you Order any of our VoIP Services.
- 2.2 Your use of our VoIP Services is subject to our Fair Use Policy available on our Website.

3 Charges

- 3.1 We will charge you for the VoIP Services you order, in accordance with Clause 13 of the General Terms, at the prices specified in our Price Guide or otherwise notified to you.
- 3.2 Unless we say otherwise on our Website:
 - (a) the inclusive minute allowances specified in any VoIP call price plans will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).
 - (b) call Charges for VoIP calls outside of any inclusive minute allowances (both UK and international) will be calculated to a fraction of a second with a minimum charge of 1p (ex VAT) at our then current rates specified in our Price Guide. In addition, a per call connection Charge may apply.
- 3.3 Any voice minutes included in any of our VoIP call price plans will expire at the end of the monthly billing period (i.e. will not roll-over to the next month).
- 3.4 If a call price plan has a minimum monthly spend, the minimum monthly spend will be charged in the event that usage Charges are below the minimum monthly spend.

4 Emergency Calls from our VoIP Services (Please read)

- 4.1 You acknowledge that our VoIP Services are a voice over data network service, and as such, they are dependent on your connection to the data network and the data network itself. Your service may therefore cease to function if there is a power failure or a failure in the underlying data network. This failure may be caused by reasons outside our control.

- 4.2 You acknowledge and agree that the VoIP Services allow calls to the emergency services numbers 999 and 112 and that calls to these Services may fail if there is a power cut or if the your broadband connection fails.
- 4.3 You acknowledge and agree that the address provided by you will be passed to the emergency services and will be used in location finding during a 999 call. You acknowledge and agree that the address provided is the location that the emergency services will use and that it is your responsibility to notify us of any changes to this information.
- 4.4 We may provide you with a Landline if you request so. In the event that, for any reason you do not wish us to provide you with a Landline and we agree to your request, we strongly recommend you that you maintain a landline for contacting the emergency services.
- 4.5 By ordering the Services, you also confirm that it shall be your sole responsibility to make available to your Users, alternative means of accessing emergency calls services, and to inform or otherwise make aware to your Users of the possible limitations of this Service (as set out above).

5 Allocation, Number Portability

- 5.1 We will provide number portability when our underlying VoIP suppliers allow such capability and subject to Clause 20 of the Business General Terms (which will apply in connection with number allocation and portability connected to the VoIP services).

Axis Telecom

Schedule 5 - Definitions & Interpretation

"Acceptable Use Policy" means our internet related services and broadband acceptable use policy available at www.axisforbusiness.co.uk;

"Axis", "we", "us", or "our" means Axis Telecom Limited, a limited company incorporated in England and Wales registered under Number 04343227 whose registered office is at Utility House, Prospect Street, Kingston Upon Hull, East Yorkshire, HU2 8PX;

"Agreement" has the meaning specified in clause 1.2 of the Business General Terms;

"Business Telecoms Terms and Conditions" means our business terms and conditions available at www.axisforbusiness.co.uk;

"Broadband Services" has the meaning specified in Paragraph 2.1 of the Broadband Schedule;

"Cancellation Fee" means the fees specified on our Website at www.axisforbusiness.co.uk;

"Charges" or "Fees" means our rates for providing you with the Services under this Agreement as specified in the Price Guide or as notified or made available to you by any other means;

"Confirmation Letter" means our letter confirming your Order, which will be normally posted or emailed to you within 3 days of you agreeing to receive the relevant Services;

"Content" shall have the meaning specified in Clause 12 of the Business General Terms;

"Commencement Date" means the date specified in the first Confirmation Letter we send to you;

"Cooling-off Period" has the meaning specified in Clause 4.2 of the Domestic General Terms;

"Customer Equipment" means any equipment, including any software, for use with the Services that is not Equipment provided by us and which is owned or controlled by you;

"Domestic Telecoms Terms and Conditions" means our domestic terms and conditions for consumers available at www.axisforbusiness.co.uk;

"Equipment" means any equipment we provide to you in connection with the Services;

"Existing Provider" means any provider to you of services the provision of which is to be taken over by us;

"Fair Use Policy" means our fair use policy available at www.axisforbusiness.co.uk;

"FraudProtector" means Axis using reasonable endeavours to monitor telephone landline(s) it has provided to the Customer during the Initial Fixed Supply Period and any Subsequent Supply Period for any unusual activity, which may result in Axis using its sole discretion to suspend any such landline(s) using CDRs where it deems necessary, thereafter notifying the Customer of such suspension.

"Initial Fixed Term" means the Initial Fixed term during which we will provide you the Services as agreed with you (usually confirmed to you in our Confirmation Letter);

"Line Assurance" means a service offered by us that covers fault repairs in fixed line(s) located inside your Premises and connected to the Phone Services, in exchange for a monthly fee;

"Order" means your order for our Services, normally via our telephone application process, field sales, via our Website (or via any other means we make available to you as applicable);

"Party" or "Parties" means Axis and you, our customer;

"Phone Services" has the meaning specified in Paragraph 2 of the Phone Services;

"Premises" means your premises in which we provide the Services to you;

"Price Guide" means our schedule of rates available on our Website at www.axisforbusiness.co.uk (or as made available or notified to you by any other means);

"Renewal Term" means a further commitment term that you agree to enter into regarding one or more of the Services;

"Services" means fixed line, broadband and mobile services or any other services specified in a Service Schedule;

"Service Schedule" means a schedule to the Business General Terms or to the Domestic General Terms as applicable;

"Service Start Date" means the dates specified in each Service Schedule;

"Software" has the meaning specified in Clause 8 of the Business General Terms;

"Support Level" means our fault repair response times for Phone specified in Clause 18 of the Business General Terms;

"Specific Offers" means any specific tariffs, bundles or promotional offers for the Services, that we make available to you;

"Term" means the term during which we will provide you the Services, including the Initial Fixed Term and any Renewal Term agreed with you;

"Transfer Period" means in connection with transfers of Phone and/or Broadband Services from a losing provider to us, 10 Working Days from the moment we accept a customer Order to customer activation.

"VoIP" means any IP based services we agree to provide to you under this Agreement;

"Website" means www.axisforbusiness.co.uk or any other website we notify to you;

"Working Days" means 8.30 a.m. to 5.30 p.m. Monday to Friday with the exception of Bank Holidays; and

"you" and "your" or "customer" means you, our customer.

1 Interpretation Provisions:

1.1 In this Agreement (except where the context otherwise requires):

- (a) the Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (b) use of the singular includes the plural and vice versa;
- (c) use of any gender includes the other genders;
- (d) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- (e) any reference to an enactment, statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

1.2 Where in the Agreement you agree not to do any act or thing you also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing.