

Key Features

- You have the right to cancel this agreement without cost during the transfer period.
- You will be charged for line rental and calls at the rates that appear in this booklet. A full price list (including any updates) is shown at www.titantelem.com.
- You agree to pay all invoices by Direct Debit. You will be charged a £10 administration fee for each invoice you do not pay by Direct Debit. You will be charged interest on any unpaid invoices.
- Your agreement with us is for an initial period of one or three years, as agreed with you at the point of sale, followed by subsequent periods of one year, which automatically renew at the end of each year for another year.
- If you wish to end your contract with us, you may do so at the end of the initial period of one or three years, or at the end of any subsequent year of supply, providing you give us 3 months' prior written notice.
- If you end your contract with us without giving us this notice, you will be charged a termination fee of £150 per line or channel per year or part-year remaining before the end of the initial term, or £150 per line or channel thereafter.

1. Explanation of words used in this Agreement

In these terms and conditions, when the following words are shown in **bold** they have the following meanings:

"Agreement" means the contract agreed between us and you, for us to provide you with **Service** to the **Number**, under these terms and conditions.

"Charges" means the charges made by us to you for providing **Service**.

"Number" means the telephone line(s) in respect of the telephone number(s) set out in the **Schedule of Service**.

"Rate Schedule" means the schedule of rates used to calculate the **Charges**.

"Service" means line rental, telephone calls, and/or any other services provided by us to you.

"Supply Period" means the period during which **Service** is provided in accordance with this **Agreement**, which commences on the day that **Service** is first provided.

2. Service

2.1 We agree to provide you with **Service** under these terms and conditions. We may at any time without notice need to vary the **Service** for technical, operational or other reasons at our reasonable discretion.

2.2 We will use our best efforts to provide a continuous high quality **Service** in accordance with these terms and conditions.

2.3 If, for technical reasons, we are not able to provide you with line rental on the **Number**, then we will provide you with a calls only service.

2.4 The **Service** provides you with line rental and calls' services up to the line box at your property. We are not responsible for equipment at your property. It is your responsibility to ensure that this equipment is in good working order.

2.5 The **Service** is designed for businesses, and you have confirmed to us that you are a trading business.

3. Charges & Payment

3.1 We will make **Charges** for the provision and use of the **Service** in accordance with our **Rate Schedule**. This **Rate Schedule** may be varied if we give you ten days notice, but this is subject to your right to terminate, as explained at clause 8.3 below.

3.2 Invoices are issued monthly and are due for payment by Direct Debit 14 days after the invoice date. If invoices are not paid by Direct Debit 14 days after the invoice date, then we will charge you £10 per month for administration costs.

3.3 If invoices are not paid by Direct Debit 14 days after the invoice date, we will charge you for any collection costs incurred by us.

3.4 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.

3.5 Value Added Tax, or any other levy or tax, will be added at the prevailing rate on to all sums due to us, which are stated exclusive of Value Added Tax.

3.6 You agree not to delay or withhold payment to us for any reason, including any claim or complaint that you may have. Any payments made to us will be applied by us as we deem appropriate.

3.7 We reserve the right to use information provided by you to make necessary credit status enquiries.

3.8 If we incur costs as a result of your non payment, you agree to reimburse and indemnify us in respect of those costs.

3.9 The actual **Charges** applicable to you shall be determined by the option agreed at the time this **Agreement** is entered into, subject to clause 3.1.

3.10 Normally, charges for calls will be invoiced monthly in arrears and fixed monthly charges, including line rental, will be invoiced monthly in advance. **Charges** may be required to be pre-paid by way of deposit. **Charges** may relate back to months prior to the previous month.

4. Obligations

4.1 You agree not to use the **Service** in any improper or unlawful manner or in any manner that may cause offence.

4.2 You agree to allow us or our duly appointed agents access to your premises for the purposes of installation, programming, repair and maintenance, whenever necessary.

4.3 You agree to pay for all **Service** provided by us as set out in these terms and conditions.

4.4 If you do not make payment by Direct Debit within 14 days of an invoice date, you agree to pay the increased charges explained in clause 3.2 above.

4.5 You accept responsibility for the usage of the **Service**, whether the use of the **Service** has been expressly authorised by you or not.

4.6 You agree to inform us, giving at least 30 days written notice, of any changes in your personal details, including change of address, in accordance with clause 9.9.

4.7 If we have programmed your telephone system, you agree not to modify or change this programming without our written consent.

4.8 You agree not to make any telephone calls from the **Number** by any other means other than by using the **Service** during the **Supply Period**.

4.9 You agree that we will be your only supplier of telecommunication services that are the same or similar to the **Service** during the **Supply Period**.

4.10 You agree not to enter into any contracts with other providers to provide you with services which are similar to the **Service**, unless you have provided us with written notice of your intention to transfer away from us, in accordance with clause 8.1 below.

4.11 You agree to terminate at your own expense any existing contracts that you may have with alternative providers, which provide you with services similar to the **Service**.

4.12 You agree to provide us with consent to allow telecommunication service providers to disclose relevant information about you to us.

4.13 You agree not to claim any ownership rights over the **Number**, nor to attempt to sell or agree to transfer the **Number** provided to you.

4.14 You agree that we may prevent your transfer to another provider if you have not provided us with at least three months' written notice to end this **Agreement** at the end of the initial period or at the end of any subsequent year of supply, or if you have not arranged for another provider to take over from us during the 30 days following that anniversary of the date that we started to supply service to you.

5. Faults

5.1 If you experience a fault, you should report this to us by telephone.

5.2 We will use our best efforts to repair faults in a reasonable time period, but you understand that repairing faults may be delayed by engineer availability, access issues or other reasons and accept that we are not able to offer any guarantees as to the time taken to repair any faults.

5.3 We shall not be liable to you for any losses incurred as a result of an interruption to the **Service**.

5.4 If a fault is caused by your own equipment, or by any equipment situated at your property, we may recover from you all reasonable costs incurred by us, which may include charges for wasted visits to your premises.

6. Suspension of Service

6.1 You agree that we may suspend **Service** in order to maintain or improve **Service** or if we are obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, or Regulatory or Administrative Authority.

6.2 We shall be entitled to suspend any part of or all of the **Service** without notice in the event that any payments are not made by you to us within 14 days of invoice date, or are not made by Direct Debit. Such suspension will not affect your obligation to pay for the **Service** during the period of suspension or thereafter, and will not affect our rights to charge a termination fee, in accordance with clause 8.5.

7. Liability

7.1 We shall not be liable to pay any termination fees or other charges payable to your previous supplier(s) of telecommunication services.

7.2 Neither party shall be liable to the other for any consequential losses arising from or in connection with this **Agreement**.

7.3 Neither party's liability in respect of death or personal injury caused by or arising from that party's negligence is affected by anything in this **Agreement**.

7.4 All warranties, representations, agreements, terms or conditions, either express or implied, including as to merchantability and fitness for purpose that are not expressly set out in this **Agreement**, are expressly excluded.

8. Termination

8.1 You are able to end this **Agreement** without penalty at the end of the initial period of one or three years, as agreed with you at the point of sale, or at the end of any subsequent year of supply. To do this you must write to us at our Head Office at least three months before the end of the initial period of supply or any subsequent anniversary of the date that we started to supply the **Service** to you, and arrange for another service provider to take over from us during the 30 days following that anniversary date. If you do not give us three months' written notice, or you do not arrange for another service provider to take over from us within 30 days, then this **Agreement** will continue for another year.

8.2 You are able to end this **Agreement** without penalty if you cease to trade and/or will no longer be responsible for the **Number**. To do this you must write to us at our Head Office at least 30 days before you intend to cease to trade and provide us with satisfactory documentary evidence that you are doing so. We will then cease the **Service** on the date advised. You will not be able to make or receive telephone calls from that date, and your telephone number(s) may be allocated to somebody else.

8.3 If we increase our overall charging rates that apply to you for **Service** by more than 10% in any calendar year, then you are able to end this **Agreement** without penalty by writing to us within 14 days of being advised of our increased charging rates by arranging for another service provider to take over from us during the 30 days following that notice being given by you. If you do not give us written notice within 14 days, or you do not arrange for another service provider to take over from us within 30 days of your notice, then you will have accepted our increased charging rates and this **Agreement** will continue.

8.4 If you move premises, then we will transfer **Service** to your new premises, and the terms of this **Agreement** will continue. If this happens, we will use our best efforts to provide you with the same telephone number(s), but you accept that this may not be possible.

8.5 We are able to end this **Agreement** if you breach any of the terms of this **Agreement**. In particular, we are able to end this **Agreement** if you do not pay any invoices by Direct Debit within 14 days of the invoice being raised, or if you transfer to another service provider not in accordance with 8.1 above. If we end this **Agreement** due to a breach of its terms by you, then we will charge you a termination fee of £150 per line or channel for each year or part-year remaining before the end of the initial term, or £150 per line or channel thereafter. You agree that this represents a fair and reasonable estimate of the losses that we would suffer in these circumstances.

8.6 We may suspend or cease **Service** in circumstances where we would be entitled to terminate this **Agreement**. If we do this, then this will not affect our right to terminate this **Agreement**, or to charge you a termination fee.

9. General

9.1 You may not assign or transfer this **Agreement** or any rights hereunder to any third party, without our prior written consent. We may assign or transfer this **Agreement** or any rights hereunder.

9.2 Neither party shall be liable for breach of its obligations under this **Agreement** if the breach is caused by flood, fire, accident, explosion, strike, war, embargo, Government restriction, Act of God, inability to secure materials, industrial dispute or any other cause beyond the parties' reasonable control including in particular acts or omissions of other providers of telecommunication services.

9.3 The remaining parts of this **Agreement** shall remain in full force in the event that any part of this **Agreement** shall be invalid, illegal or unenforceable, as if the unenforceable part had been omitted from the original **Agreement**.

9.4 All the terms of this **Agreement** are set out herein. Neither party has relied upon any representations, assurances or other agreements, whether verbal or otherwise, unless set out herein.

9.5 We may make reasonable changes to the terms and conditions of this **Agreement**. We will provide you with 14 days notice of any such changes.

9.6 We may advise future changes made under clause 3.1 and/or clause 9.5 will be made on www.titantelecom.uk.com.

9.7 No waiver by either party shall constitute any variation to this **Agreement**.

9.8 Singular words shall be construed as including words of the plural and vice versa.

9.9 Any notices given by you under this **Agreement** shall be made in writing and sent by registered post. Any notices given by us under this **Agreement** shall be made in writing, and sent by post, email or fax.

9.10 This **Agreement** shall be governed by the Laws of England.