

TERMS AND CONDITIONS

1. SERVICE

This agreement covers the provision by Utilities UK Ltd t/a Direct Save Telecom (DST) to you of our telecommunication services. We may vary how these services are provided if we wish to maintain or improve their quality or need to comply with any law or regulation. You agree to be bound by these terms and conditions as varied if you decide to use the services after the amendments.

2. TERM The minimum term of this agreement is the "Minimum Term" as specified on the agreement. On expiry of the minimum term, you will be automatically moved to our standard 28 day rolling agreement package and renewed on an on-going basis thereafter unless and until either of us gives the other notice of termination with at least 28 days notice.

You acknowledge that in order to avoid delays occurring in the ordering process, DST will need to be notified by your Network Operator (BT etc.) of any products or services presently in use on your line that are incompatible with our service. Network Operators are under a strict duty not to disclose information about a customer's telephone services to a third party unless the customer has consented to such disclosure. In entering this agreement, you give consent to the Network Operators to disclose such information to DST. You also give DST authority to act as your agent to arrange connection onto DST services.

The agreement may be ended immediately by you if we break a term of this agreement, which after notice has not been rectified within 14 days, or if the other stops trading or becomes insolvent or wound up. We may end this agreement without giving you notice if you break any of your obligations under clauses 3, 4 and 6 which have not been rectified 14 days following receipt of notice of breach from us. On termination of this agreement for whatever reason, you will:

a. immediately pay any outstanding invoices; and
b. be responsible for any required reprogramming costs for equipment at your premises that you use to connect to an alternative supplier.

In addition, if the agreement is terminated prior to the end of the period specified in the agreement (except if you terminate, in accordance with the provisions of this agreement, as a result of our breach or insolvency or winding up), you will:

c. reimburse DST for any costs incurred in transferring to the DST service; and
d. In addition to clauses 2a and 2b if you are not in a fixed term contract and fail to provide DST 28 days notice an administration charge of £19.50 will be payable.

e. where you are in a fixed term contract greater than 1 month and you have terminated before the expiry of the Minimum Term you will pay DST charges as detailed in 2f (1) and 2f (2)

f. (1) £5 per month per telephone product, £10 per month per phone and

broadband product or £15 per phone and fibre broadband product for each month (or part) until the expiration of the Minimum Term from the date of termination until the earliest time this agreement could have been validly terminated under the first paragraph of this clause 2;

f. (2) Discounted new telephone line installation or free line activation - £69.50 per line including VAT;

f. (3) Reimburse DST for the wireless router provided to you on joining the service - £34.95 including VAT.

f. (4) The fees and charges referred to in 2f (1) and 4c are subject to VAT.

3. PAYMENT TERMS

a. monthly variable direct debit is the only means of payment of DST invoices and DST reserves the right to refuse customers not wishing to pay by direct debit.

b. DST reserves the right to restrict/suspend the service of an existing customer if an automated payment method is cancelled. Please see our Debt Management Policy www.directsavetelecom.co.uk/DirectSaveTelecom-DebtMgmtPolicy.pdf for further information.

c. you will be notified of any problems with your payments or direct debit instruction. Arrears and/or unwillingness to maintain payment by direct debit may result in your lines being restricted.

d. DST reserves the right to apply charges for late payment and any associated charges incurred.

e. cancellation of the direct debit does not constitute notice of cancellation of the agreement.

f. you are protected at all times by the direct debit guarantee.

4. PRICES DST charges you for using the services covered by this agreement. Initially you are charged at the tariff specified on the agreement or published in our price lists. Please note:

a. any new telephone line installation fee, connection or package set up charges are non-refundable;

b. charges are calculated from data recorded by us and not from your own records;

c. where a direct debit is unpaid due to insufficient funds or cancellation, an £11.95 Failed Payment Charge will be included on your next monthly bill.

d. all invoices are due for payment by the due date as indicated on our invoices. Any invoices outstanding after services have been ceased will be referred to our debt collection agency and if so will be subject to a surcharge of 20% to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

e. we may change our prices (upwards as well as downwards) but will endeavour to inform you at least 30 days in advance of any change we are making. Unless we advise otherwise our charges are subject to VAT at the prevailing rate, which you must pay in addition.

f. where you have ordered a new telephone line for an outbuilding or temporary or new structure that has no

ducting or cabling present at your property, you may be liable for the additional construction charges associated with installing your new telephone line. However, we will inform you of any additional construction charges before proceeding with the install and seek your prior approval.

5. PRICE PROMISE

a. If, during the Minimum Term of this agreement, we increase our prices you may end this agreement within 30 days of notification without paying the charges specified in clause 2d and 2f (1).

b. Notification of price increases will be displayed on the front page of your regular bill with additional information on the back page where necessary and at

www.directsavetelecom.co.uk/pricenotifications.php

6. RESPONSIBILITIES We agree to provide you with the service as specified on the agreement subject to the provisions of these terms and conditions. You agree:

a. to use the services in accordance with this agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the services;

b. not to allow an alternative supplier to override or bypass our service either through the installation of equipment or through the BT local exchange;

c. to be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier;

d. not to use the service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence; and

e. not to re-supply or re-sell or otherwise make services available to any person on an arms-length commercial basis and not to use the service in any way or for any purposes prohibited by law.

7. SUSPENSION

We may suspend the service (without being liable to compensate you):

in the event of a local or national emergency;

to comply with a request from a government or other competent authority;

to protect or provide service to rescue or other essential services or otherwise;

to maintain the quality of our services; if we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice); if an event occurs which is beyond our reasonable control;

if you break any part of this agreement. restrict calls to Premium Rate Service numbers.

8. REPAIR

We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible.

9. LIABILITY Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control. In this agreement, 'beyond reasonable control' includes any act of God, reduction or failure of power supply, other telecommunication operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, military operation, riot or delay, employee dispute, or supply of equipment by third parties. In any event, we will not have to compensate you for lost revenues, loss of anticipated savings, lost profits or other indirect, consequential or special losses nor for any charges incurred by you with another call carrier. You accept liability for any claims, costs, damages, losses, expenses and liabilities (including, without limitation, legal costs and expenses) resulting from illegal actions by you or any other person using the services with your permission.

Without prejudice to this our liability to you in contract or tort arising under or in connection with this agreement shall be limited to a maximum of £500 for any event or series of connected events and £1,000 in any 12-month period.

10. GENERAL You may not assign, delegate or transfer all or any rights and obligations under this agreement without our prior consent.

If any provision or condition of this agreement shall be invalid or unenforceable, the remaining terms shall continue to apply.

This agreement and the documents referred to in it represent the entire contract between us, to the exclusion of any terms subject to which you may accept, or purport to accept, the service. Any variations (other than charges made in accordance with this agreement) shall be accepted by both of us in writing. Any failure by either of us to enforce any right shall not be deemed a waiver of any such right.

Information you provide or we hold (whether or not under this agreement) may be used by us, our employees and/or agents to:

identify you when you make telephone enquiries;

help administer any accounts, services and products offered by DST or in the future; and

help us to detect fraud or loss.

This agreement is governed by English law.