

Fixed Line Services Terms and Conditions

Tariff

You will be charged for line rental and calls at the rates shown in our tariff guide (please contact us for the full price list)

Payment

Monthly invoices are to be paid by direct debit. You will be charged as per 5(h) for any monthly payments tendered by other means.

Contract Length

The duration is specified in the verification call and is included in your confirmation of order letter.

Cancellation

If you wish to end your contract with us, you may do so by giving us at least 42 days written notice before the end of any contract period, or the agreement end date.

Account

Our records of your payments and outstanding charges, plus your personal details.

Additional Services

Additional or supplemental services for which a charge is made in addition to the fixed periodic charges for the services (if applicable)

Care Level

Care Level means our fault repair response times specified in 9(e);

Charges

Charges under this agreement, including call charges in respect of access to, and use of, Services set out in the price list. These charges include but are not limited to fixed periodic charges, usage charges, account administration fees, fees for connection and reconnection, a cancellation fee (if applicable) and any costs in collecting outstanding payments from you.

Connected

The successful completion of a connection.

Connection

The process of giving you access to Services. "Disconnection" and "Reconnection" have a corresponding meaning.

Content

Information, communications, images and sounds, software or any other material contained on or available through the services (including being contained within an SMS or MMS).

Customer

You, or another person named by you, who is authorized to act in your place with regards to your account.

Minimum Term

The minimum period for the supply of services as specified in your confirmation call, and commencing on the date you are connected.

Price List

A list of our current charges which is updated from time to time and is available on request.

Registration

Our acceptance of your application for services and our record of your data and any user data prior to Connection. "Register" has a corresponding meaning.

Retail Prices Index Figure

The Retail Price Index as published by the Office for National Statistics.

Storage Services

Any services which offer you storage capacity on the Network for storage of Content which you access from us.

Suspension

The temporary Disconnection of Services. "Suspend" has a corresponding meaning.

Third Party Content

The Content owned or licensed by third parties.

INVEW TELECOM LTD Telecom Services

1. Service

This agreement covers the provision by Invew Telecom Ltd to you of our telecommunication services. We may vary these terms and conditions within reason, at our discretion at any time, by giving you not less than 42 calendar days written notice in advance inclusive of the date of posting.

2. How we provide the Services to you

Invew Telecom Ltd provides services via WLR3 for telephone lines with Invew Telecom Ltd. WLR3 means that Invew Telecom Ltd will bill you for line rental of your BT line and BT Openreach will continue to maintain your line and fix any faults that may occur. In all circumstances your phone line from the exchange to your premises will be continued to be maintained and repaired by BT Openreach. We may from time to time use services from other network providers such as TTB. You acknowledge that in order to avoid delays occurring in the ordering process, Invew Telecom Ltd will need to be notified by BTM of any products or services presently in use on your line that are incompatible with the WLR3 or NGN service. BTM or other network providers are under a strict duty not to disclose information about a customers' telephone services to a third party unless the customer has consented to such disclosure. In entering into this agreement you give consent to BTM or other network providers to disclose such information to Invew Telecom Ltd. You also give Invew Telecom Ltd authority to act as

your agent to arrange connection onto Invew Telecom Ltd services. If Invew Telecom Ltd is unable to take over the provision of your line rental, for whatever reason, you hereby authorise us to carry your phone calls only through CPS (see below).

3. Carrier pre-selection (CPS)

CPS is the routing of your calls through a carrier other than BTM. Your phone line(s) are still maintained by BTM engineers but the calls are carried on another network. We may select and at any time change your carrier or other service provider for the purposes of providing CPS. You hereby irrevocably authorize us to give all notices, nominations and other authorizations necessary for us to provide the CPS service.

4. Duration

This contract will have the duration specified in the verification call and is included in your confirmation of order letter. Your contract will commence from the completion of your ten day cooling off period from the point of sale with Invew Telecom Ltd. We may end this contract without giving you notice if you break any of your obligations under 6 & 8. On termination of this contract for whatever reason, you agree to: Immediately pay any outstanding invoices Be responsible for any required engineering, reprogramming costs for you to use an alternative supplier. In addition, if you terminate this contract prior to the end of the contractual agreement specified in your verification call you will reimburse Invew Telecom Ltd for any costs incurred in releasing you from your contractual obligations with BTM or any other network provider prior to transferring you to the Invew Telecom Ltd service, (if applicable).

5. Charges

Invew Telecom Ltd charges you for using the services covered by this agreement. You are charged at the rates specified on the confirmation call or those published in our price list.

a. Charges are calculated from data recorded by us and not from your own records.

b. If we have not received payment by your bill due date we may disconnect your telephone service. A charge of up to twenty pounds will be added to your next bill to reinstate services suspended due to continued non-payment of an invoice.

c. We may lower our prices and will endeavour to inform you at least 14 days in advance of any such change.

d. All Invew Telecom Ltd charges are subject to VAT at the prevailing rate for both business and residential customers.

e. Line rental, service charges and call packages are billed one month in advance.

f. Select services are charged at the rate specified in our Price Lists.

g. Invew Telecom Ltd do not hold responsibility for any termination charges issued by previous suppliers.

h. Invew Telecom Ltd will charge you an administration charge of five pounds for payment tendered by means other than direct debit

i. If for any reason the customers direct debit does not clear, Invew Telecom Ltd will add a nine pounds and ninety five pence charge. Changes to direct debit information, or incorrect direct debit information will also result in an administration fee being charged.

j. Invew Telecom Ltd will charge you a reasonable charge for bills sent by means other than E-billing.

k. If we send an engineer to your Premises, we may charge you our then current charges, or pass on to you the fees of any third party providers.

l. We will charge you our then current charges if we provide you with any Invew Equipment.

m. We may charge you a monthly maintenance charge depending on the Care Level we agree with you

n. New provisioning of lines will incur a charge of one hundred and twenty five pounds.

o. If Invew Telecom is not paid under the agreed terms then Invew Telecom may exercise its right to claim compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998

p. Fraud Aware monitors all call patterns, also focusing on out of hours calling.

l. We will endeavour to contact you as soon as we become aware that fraud may be in progress.

II. An outgoing call barring will be placed on a line where a fraud aware alert has arisen. This barring will be removed once the account holder verifies the account and both parties are in agreement that the barring shall be removed.

III. Fraud Aware is a service offered to customer(s) on a monthly basis. It is an opt-out service. Opting out shall be completed during a full billing cycle and will not be pro rata mid cycle.

IV. Please note that this is not an insurance product and any charges arising from fraudulent activity are not covered by this policy and therefore the customer will remain liable.

V. Please note that depending on circumstances, we may not be able to block calls from being made and you may need to physically disconnect your telephone system, if this should be the case, we advise you to contact your system maintainer who may be able to block calls.

VI. Fraud Aware does not prevent any unauthorised access to equipment, should this occur the Company advises the customer to contact the provider of the equipment and obtain security advice.

6. Payment Terms

a. Monthly variable direct debit is the only means of payment for Invew Telecom Ltd invoices and Invew Telecom Ltd reserves the right to refuse customers not wishing to pay by direct debit.

b. 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 suspended.

c. In particular, if you fail to pay any sum due, we shall be entitled to charge interest on the amount due at the rate of four percent above the HSBK bank base rate ruling from time to time calculated from the due date until collection.

d. Cancellation of your direct debit does not constitute cancellation of your contract. Cancellation of your direct debit will result in a charge, as stipulated in 5(h).

e. You are protected at all times by the direct debit guarantee.

f. Invew Telecom Ltd reserves the right to perform a credit check with no prior given notice on any legal entity, and to pass the entities credit history with Invew Telecom Ltd on to other credit agencies and/or the county court.

g. Invew Telecom Ltd reserves the right to request a deposit at any time, paid in advance, from the entity should periodical credit checks reveal insufficient credit scoring or County Court Judgments or if unusual usage and call charges are incurred. Should this request not be met within thirty days of notification by us we reserve the right to terminate this contract and to demand full and final settlement of any outstanding balances to be paid with immediate effect.

h. Invew Telecom Ltd may, at its sole discretion at anytime, impose a credit limit on your account. Any credit limit imposed can be amended without prior notice. If you exceed any such credit limit we may demand immediate payment of the charges and/or suspend the Service; and you will still be responsible for all charges incurred including those exceeding the credit limit.

i. Invew Telecom Ltd will charge one hundred and twenty nine pounds disconnection fee if the line is ceased for any reason, charges may also apply as per 6(k).

j. If you wish to end your contract during the minimum period, you will be charged your monthly line rental and average bill amount in advance up until the end of your contractual agreement date. If your early termination fee is a lesser amount then there will be a minimum charge of one hundred and ninety nine pounds. If you cease trade for any reason, the termination charge will not apply, provided we receive 42 days written notice, backed by a legal document. 6(j) may still apply and any line rentals paid in advance will be forfeited.

k. We require written notice to cancel Select Services on your account.

l. A cancellation reference number is given to every customer who requests to cancel within the transfer

Fixed Line Services Terms and Conditions

period. The customer must obtain a reference number from customer services for this request to be considered valid.

m. If a customer's account remains unpaid (in any part) for a period of thirty days after the original due date for payment, Invev Telecom Ltd reserves the right to suspend the service, till the account is paid in full.

7. Pricing

a. All inclusive call packages available to businesses and residential customers include national and local calls only.

b. Local & national calls are numbers beginning with 01, 02, and 03 only and do not include Non-geographic numbers (0845, 0870 etc.), premium rate numbers (09 etc.), and internet access numbers.

c. 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).

d. All unlimited anytime call price plans are subject to our fair usage policy available upon request. Currently, our fair usage policy is 1000 minutes. Call charges for calls outside of your inclusive minute allowances will then be rounded up to the nearest whole penny. In addition, a per call connection charge will apply

e. All unlimited broadband plans are subject to our fair usage policy available upon request. Currently, our fair usage policy is 200GB. Over usage will be charged at £1.50 per GB. Over usage be rounded up to the nearest whole GB.

f. In the event that you exceed the limits included in our fair usage policy:

I. We will charge you our current call charges as described in 7(d).

II. We reserve the right to switch you to a more appropriate tariff or call price plan at any time, to suspend the Services, or to terminate this agreement with immediate effect

g. Mobile call rates refer to calls to EE, T-Mobile, Orange, Vodafone, 02 and 3mobile networks.

h. Fair usage policy applies to all unlimited call packages. Invev Telecom Ltd reserves the right to switch customers with excessive call volumes (e.g. telemarketers etc.), to a more appropriate tariff at any time.

i. Connection charges will apply to all calls except to calls which are part of an inclusive call price plan or calls to free-phone numbers as specified in our Price and Tariff Guide.

j. 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

8. Your Responsibilities

We agree to provide you with the service as specified on the confirmation call subject to the provisions of this agreement:

You agree to:

a. Use the service 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 reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier.

d. Not to use the Services in any way Invev Telecom Ltd considers is or is likely to be detrimental to the provision of the Services to you, or to the services we provide to any other Invev Telecom Ltd customers.

e. 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.

f. If you are on an unlimited Tariff, you shall not exceed the Invev Telecom Ltd fair usage policy, stated in 7(d,e).

g. If you request and Invev Telecom Ltd agrees to a change of all part of the Services, or a change of the Premises where we provide the Services to you, you must complete such formalities as Invev Telecom shall require, giving effect to such change. You shall pay to

Invev Telecom its then current charges to reflect such change of charges or Premises change. Invev Telecom may require payment prior to effecting such changes. Invev Telecom shall be entitled to revise the charges you pay to reflect the changes agreed with you.

h. You are responsible for terminating, at your own expense, any contracts you may have with your previous suppliers for services similar to our Services.

i. You shall terminate, at your own expense, any contracts you may have with your previous suppliers for services which are not compatible with our Services.

9. Repairs to Service

a. We will use reasonable endeavours to provide an uninterrupted service, but you acknowledge and agree that from time to time faults may occur.

b. We are not responsible for repairing and maintaining your landline. BT Openreach™ will continue to have responsibility for maintaining your landline and fix any faults that may occur. Furthermore, if you have broadband on the landline and we are not providing this service to you; your broadband provider is responsible for repairing faults at the exchange level. We may, at our sole discretion and where applicable, report the fault to the party responsible for the service.

c. We will use reasonable endeavours to correct any defect or fault in our Services. Customer Service & Fault Notification: 0161 833 1811. Our faults line is available Monday – Friday 8.30am – 5.30pm.

d. Invev Telecom Ltd will apply one hundred and twenty five pounds plus VAT engineering call out charge if we send an engineer to your premises and a fault or failure is on your own equipment, and not in Invev Telecom Ltd Equipment or Services, or is caused by accidental damage and if an engineering appointment is missed. Additional time related charges and replacement equipment costs may also be added.

e. The speed with which faults are repaired on your line depends on its agreed Care Level. As a Invev Telecom Ltd customer you receive Care Level 1 as standard but you can pay more to receive an improved Care Level. Care Level repair speeds are set by Openreach and may vary.

10. Suspension of Service

We may suspend the service (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 service to rescue or other essential services or otherwise.

d. To maintain the quality of our services or to upgrade the Services.

e. If you fail to pay any amount due to us, (whether or not we have issued you with an invoice)

f. If an event occurs that is beyond our reasonable control.

g. If you materially breach any part of this agreement.

h. If we have good reason to suspect fraudulent activity or misuse of our services or any other breach by you of this agreement.

i. If bankruptcy or insolvency proceedings are brought against you, or if you make an arrangement with your creditors or if a receiver, an administrative receiver or an administrator is appointed over any of your assets or if you go into liquidation or a corresponding event under Scottish Law

11. Complaints

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 service, please contact our customer service team or refer to our complaints code of practice posted on our website. You can also request a copy from our customer service team.

12. Liability

a. Neither of us will have to compensate the other for any detrimental event beyond the others reasonable control.

b. 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, act of terrorism, military operation, riot or delay, employee dispute, or supply or equipment by third parties.

c. In any event, we will not have to compensate you for any harm to your business, 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.

d. 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 refund of our line rental charges for the period during which you were unable to use the services and in no event shall our liability to you for any event or series of connected events exceed five hundred pounds. We do not limit our liability for death or personal injury resulting from our negligence.

13. General

You may not transfer this agreement or any rights under it without our prior written 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 changes 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. The English Courts shall have exclusive jurisdiction for the purposes of determining any dispute or other matter which arises out of or in relation to this agreement. Any notice or other communications by us to you will be made to your current billing address held with Invev Telecom Ltd and shall be valid and effective as soon as sent to you whether received by you or not. Any communications by you must be sent to our address and must quote your account number and shall not be effective until received by us.

14. The Direct Debit Guarantee

a. This guarantee is offered by all banks and building societies that take part in the direct debit scheme.

b. The efficiency and security of the Scheme is monitored and protected by your own bank or building society.

c. If the amounts to be paid or the payment dates change Invev Telecom Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.

d. If an error is made by Invev Telecom Ltd or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid.

e. If you receive a refund you are not entitled to, you must pay it back immediately when Invev Telecom Ltd asks you to.

f. 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.