

## STRUCTURE OF THE AGREEMENT

The sections of this Agreement that will apply to the Customer will depend on what the Customer has ordered from Telefónica as follows:

- the Commercial Schedule (provided separately) will always apply;
- the General Conditions for Business Customers will always apply;
- the Mobile Equipment Terms will apply if the Customer has ordered Mobile Equipment directly from Telefónica (and not through one of Telefónica's indirect partners). If the Customer has ordered mobile equipment through one of Telefónica's indirect partners, the Mobile Equipment Terms will not apply, but the indirect partner may have supplied the Customer with their own terms applying to the mobile equipment the Customer has purchased;
- the Mobile Terms will apply if the Customer has ordered any of the Mobile Services, together with such Service Schedules relating to the particular Mobile Service(s) the Customer has ordered; and
- the Fixed Terms will apply to the Customer if the Customer has ordered any of the Fixed Services, together with such Service Schedule(s) relating to the particular Fixed Services the Customer has ordered.

## GENERAL CONDITIONS FOR BUSINESS CUSTOMERS

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following terms and expressions shall have the following meanings unless the context otherwise requires:

TERM / EXPRESSION	MEANING
<b>“Airtime Account”</b>	means a notional account set up by Telefónica to accrue credits owing to the Customer from which Network capacity (e.g. calls) can be purchased from Telefónica by the Customer;
<b>“Affiliate”</b>	means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);
<b>“Agreement”</b>	means this agreement between the Customer and Telefónica recorded in the documents described in clause 28 of these General Conditions;
<b>“Charges”</b>	means the monies payable by the Customer to Telefónica under this Agreement;
<b>“Commencement Date”</b>	means the date upon which this Agreement has been signed by the Customer;
<b>“Commercial Schedule”</b>	means the commercial schedule document forming part of this

	Agreement;
<b>“Confidential Information”</b>	means proprietary information and/or any information obtained from the other party in connection with this Agreement (including for the avoidance of doubt details of the Customer’s employees) which is: (i) reasonably identified by either party as commercially sensitive or confidential; (ii) obviously confidential in nature; or (iii) given in circumstances giving rise to an obligation of confidence;
<b>“Customer”</b>	has the meaning set out in the Commercial Schedule;
<b>“Customer Employee”</b>	means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer or any Third Party to provide a Service or services similar to a Service or any part of a Service;
<b>“Customer Service Charter”</b>	means Telefónica’s standard customer service charter as amended by Telefónica from time to time and which is non-binding;
<b>“Employee Liability Information”</b>	shall have the meaning ascribed to it in the TUPE Regulations, as amended from time to time;
<b>“End User Licensed Software”</b>	means any software, the licence terms of which are governed by a separate agreement with the licensor of such software, typically by means of a “click wrap” or “shrink wrap” licence agreement;
<b>“General Conditions”</b>	means this document entitled “General Conditions for Business Customers”;
<b>“Internet”</b>	means the global data network comprising interconnected networks using the TCP/IP protocol suite;
<b>“Line Rental Charge”</b>	means the monthly non-usage dependent part of the Charges for the Services, as specified in the Commercial Schedule;
<b>“Minimum Holding”</b>	means the minimum number of instances of a Service (e.g. SIM cards, or landlines) which must remain connected to a particular Service as specified in the Commercial Schedule (if any);
<b>“Minimum Holding Period”</b>	means the number of months from the Service Commencement Date within which the Customer is required to connect the Minimum Holding(s), as specified in the Commercial Schedule (if any);
<b>“Minimum Period”</b>	means the minimum number of months a particular Service must be in operation for (as set out in the relevant Commercial Schedule (and if not specified in the Commercial Schedule the Minimum Period shall be 12 months)) from the Service Commencement Date, during which, if the Service is terminated (whether individually or by termination of this Agreement) by the Customer, Termination Fees may be payable;
<b>“Minimum Term”</b>	means the minimum period of this Agreement as specified in the Commercial Schedule and if not specified shall be the period from the Commencement Date until the expiry of the last Minimum

	Period;
<b>“Mobile Equipment”</b>	means the equipment described in the document entitled “Mobile Equipment Terms”;
<b>“Network”</b>	means the Telefónica network and the network of any Third Party used by Telefónica to supply the Services, as applicable;
<b>“Telefónica”</b>	has the meaning set out in the Commercial Schedule;
<b>“Telefónica Employee”</b>	means any employee or other staff of Telefónica or an Telefónica Affiliate or any direct or indirect sub-contractor of Telefónica or an Telefónica Affiliate who provides the Services on behalf of Telefónica;
<b>“Telefónica Price List”</b>	means the notes, descriptions and definitions of, criteria for use of, and the list of prices and tariffs which are charged to customers for Services which may be amended by Telefónica from time to time. The Telefónica Price List is available at <a href="http://www.o2.co.uk">http://www.o2.co.uk</a> ;
<b>“Replacement Services”</b>	means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than a Services Provider following the termination of this Agreement (or the relevant part of this Agreement) or the termination of any or all of the Services;
<b>"Service Transfer"</b>	means the provision of a Service (or any part of a Service) pursuant to this Agreement;
<b>“Service Commencement Date”</b>	in respect of a Service means the date on which a particular Service is first provided to the Customer;
<b>“Service(s)”</b>	means the service(s) identified in the Commercial Schedule as such service(s) are described in the Terms and/or Service Schedules as applicable and any other services agreed by the parties from time to time;
<b>“Services Provider”</b>	means Telefónica or an Telefónica Affiliate or any direct or indirect supplier of Telefónica or an Telefónica Affiliate;
<b>“Service Schedule”</b>	means the document entitled “Service Schedule” containing additional terms relating to a particular Service which schedule shall form part of this Agreement;
<b>“Software”</b>	means any software, excluding End User Licensed Software, supplied to the Customer by Telefónica under this Agreement;
<b>“Successor Supplier”</b>	means any entity (including the Customer where relevant) which provides the Replacement Services;
<b>“Target Delivery Date”</b>	in respect of a Service means the date for the commencement of the provision of the relevant Service as specified by Telefónica;
<b>“Termination Fee”</b>	in respect of a Service, means the termination fee set out in the Commercial Schedule, or if not specified, the fee calculated by multiplying the remaining number of months of the Minimum Period by the applicable Line Rental Charge for each Service as at

the date of termination;

<b>“Terms”</b>	means a document entitled “Terms” containing additional terms relating to particular Services or equipment which shall form part of this Agreement;
<b>“Third Party”</b>	means a person other than Telefónica or the Customer;
<b>“TUPE Regulations”</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
<b>“User”</b>	means anyone who is permitted by the Customer to use the Service; and
<b>“Working Day”</b>	means Monday to Friday (excluding UK bank and public holidays).

- 1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.
- 1.3 References in this Agreement to any statute or statutory instrument shall include any re-enactment, modifications or amendments thereto for the time being in force.
- 1.4 References to clauses, sub-clauses, paragraphs, Terms and Service Schedules refer, unless otherwise stated, to clauses and sub-clauses of, and schedules to, this Agreement, and paragraphs to the Service Schedules.
- 1.5 Unless the context otherwise requires, the singular shall include the plural and vice versa.
- 1.6 Any obligation (including an obligation to “procure” or “ensure”) assumed by an obligor under this Agreement takes effect as a primary obligation.
- 1.7 References in this Agreement to a Service shall include any instance of such Service as applicable (for example, reference to a landline Service shall include both all landline Services provided to the Customer and/or each individual landline, as the context requires).

## **2 COMMENCEMENT AND TERM**

This Agreement shall commence on the Commencement Date and shall continue for the Minimum Term and thereafter until the last remaining Service is terminated in accordance with this Agreement.

## **3 SUPPLY OF SERVICES**

- 3.1 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in this Agreement, Telefónica shall supply the Services in accordance with the terms of the Agreement.
- 3.2 Telefónica shall commence supplying a Service on the relevant Service Commencement Date and shall supply those Services for the relevant Minimum Period and thereafter until terminated by either party in accordance with the provisions of this Agreement.

## **4 SERVICE STANDARDS**

- 4.1 Telefónica will supply the Services with the reasonable skill and care of a competent telecommunications service provider.
- 4.2 Telefónica does not guarantee that the Services will be continuously available and/or fault-free. The Customer acknowledges that faults may occur from time to time.

- 4.3 Telefónica will use reasonable endeavours to provide the Services subject to technical and commercial feasibility.
- 4.4 Telefónica shall be entitled to change the way it provides a Service, provided that any change to the way it provides such Service does not have a materially detrimental effect on the Customer.
- 4.5 Telefónica shall use reasonable endeavours to provide the Services within any time periods and/or by any date indicated to the Customer, but all time periods and dates (including the Target Delivery Date) are estimates and except where explicitly stated Telefónica shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

## **5 THE CHARGES**

- 5.1 The Customer shall pay the Charges for:
- (a) each Service (whether or not the Service is used by the Customer);
  - (b) where applicable, the Mobile Equipment and/or fixed hardware; and
  - (c) any other products or services agreed between the parties from time to time,
- in accordance with this clause 5.
- 5.2 Most Charges are set out in the Commercial Schedule. Where a Charge is not set out in the Commercial Schedule, the Charge shall be:
- (a) as set out in the Telefónica Price List at the time the Mobile Equipment, fixed hardware, Service or other agreed product or service was supplied; or
  - (b) as notified to the Customer by Telefónica.
- 5.3 All Charges shall be based upon call and billing data recorded by or on behalf of Telefónica where applicable.
- 5.4 The Charges are exclusive of value added tax which will be charged at the prevailing rate.
- 5.5 Unless otherwise stated in the Commercial Schedule or the Telefónica Price List, the following apply to UK domestic calls:
- (a) call prices are quoted by the minute;
  - (b) the duration of each call shall be measured in whole seconds, any part thereof will be rounded up to the next whole second;
  - (c) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice;
  - (d) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday;
  - (e) weekend rate call Charges apply from midnight on Friday to midnight on Sunday;
  - (f) off peak rate call Charges apply at all times when peak rate or weekend rate call Charges do not apply; and
  - (g) all calls are subject to a minimum Charge.

5.6 Full details of international and roaming call Charges (including rounding policies) are available at [www.o2.co.uk](http://www.o2.co.uk).

## **6 INVOICING AND PAYMENT**

6.1 Unless otherwise agreed with the Customer, Telefónica may issue to the Customer on a monthly basis one or more invoice(s) which shall set out the Charges due in accordance with this Agreement.

6.2 Unless otherwise stated in the Commercial Schedule, the Customer shall pay:

- (a) in advance for subscription, rental and other recurring Charges (including inclusive usage Charges); and
- (b) in arrears for usage (excluding inclusive usage Charges), connection and other non-recurring Charges.

6.3 If the parties agree that payments of the Charges to Telefónica are to be made by credit card and if payments of such Charges are not made on the due date, Telefónica is authorised to debit the Customer's nominated credit card company with all Charges due and payable to Telefónica.

6.4 The Customer shall pay each invoice issued by Telefónica under this Agreement (including any invoice relating to Termination Fees) within 30 days of the date of invoice.

6.5 The Customer shall pay the Charges (including any Termination Fees) in full without any deduction or set off.

### **Late payment**

6.6 Without prejudice to any other rights of Telefónica, in the event of the Customer failing to pay any sums due to Telefónica on time or at all, notwithstanding notification by Telefónica of the overdue debt to the Customer, Telefónica shall be entitled to:

- (a) charge interest (both before and after any judgment) on amounts overdue from the Customer under this Agreement from the due date until the payment is actually made at the rate of 4% per annum over the base rate of HSBC Bank plc for the time being during the relevant period; and
- (b) suspend the provision of the relevant Service(s) until such time as all payments due including all interest accrued has been paid and satisfied in full.

### **Credit security**

6.7 Telefónica reserves the right to set a credit limit on the Charges that can be accrued under this Agreement and Telefónica can review any such credit limit at any time.

6.8 Telefónica may require from the Customer a deposit as security for payment of Charges. The Customer may request the return of any deposit paid at the expiry of each 12 month period after the deposit was taken but the decision to return any deposit prior to termination of the Agreement will be at the discretion of Telefónica. Telefónica reserves the right to set off any deposit against the Charges.

## **7 NEW SERVICES**

### **New services on the terms of the Telefónica Price List**

- 7.1 The Customer may request new services on the terms set out in the Telefónica Price List by placing a new service order under this Agreement. Telefónica shall be entitled to accept or reject a new service order. Once a new service order is accepted by Telefónica:
- (a) the new Service shall be deemed added to the Agreement (including for the avoidance of doubt, the terms of the Telefónica Price List applicable to the Service as well the applicable Service Schedules where applicable); and
  - (b) Telefónica shall supply to the Customer the Services requested in that new service order on the terms and conditions of this Agreement and any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing orders shall be ineffective.

#### **New services on bespoke terms**

- 7.2 The Customer may request a new service at any time on terms other than those set out on the Telefónica Price List. In the event that Telefónica and the Customer agree the terms that would apply to such new services, those terms will be added to this Agreement by execution of a formal variation.

### **8 MOVES, ADDS AND CHANGES**

- 8.1 Subject to any specific procedures otherwise set out in this Agreement, the Customer may request a change to the Services by submitting a request in writing, including, but not limited to the following types of changes:
- (a) additional instances of a Service (e.g. additional landlines);
  - (b) the termination of certain instances of a Service (e.g. disconnection of landlines);
  - (c) a change from one Service specification to another Service specification; or
  - (d) a change to the location or site where a Service is supplied.

The change request shall contain sufficient information to enable Telefónica to submit a response.

- 8.2 Telefónica shall supply to the Customer a written response confirming whether or not Telefónica would be prepared to accept the changes and may specify in such notice:
- (a) any additional Charges that would result from the change (e.g. Termination Fees in the case of termination of an instance of a Service) and/or any changes to existing Charges;
  - (b) any Customer dependencies relating to the change; and
  - (c) the timescales for the delivery of the change which shall, unless otherwise stated in Telefónica's written response run from the date on which the Customer notifies Telefónica that it wishes to proceed with the change.

- 8.3 The Customer shall notify Telefónica in writing within 14 days of the date that it receives Telefónica's response whether or not it would like to proceed with the change.

### **9 OTHER CUSTOMER OBLIGATIONS**

- 9.1 The Customer shall and shall procure that Users (or anyone having access to the Services), shall:
- (a) comply with any instructions from Telefónica relating to the use of the Services;

- (b) not use the Services in a manner which is inconsistent with a reasonable customer's good faith use of the Services or the Network;
- (c) not use the Services in a manner which, in Telefónica's opinion, will (or is likely to) adversely affect the provision of the Services to the Customer, Telefónica's other customers or users of the Network;
- (d) not use the Services fraudulently or in connection with a criminal offence;
- (e) not make nuisance calls;
- (f) not use the Services to send, knowingly receive, store or communicate any material which is unlawful, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax;
- (g) not use the Services in a way that contravenes any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;
- (h) not use the Services in a way that is in contravention of a Third Party's rights (including but not limited to intellectual property rights);
- (i) not use the Services to spam or to send unsolicited advertising or promotional material;
- (j) not use the Services in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
- (k) not use the Services in a manner which may damage the reputation of Telefónica, the reputation of the Services or otherwise bring Telefónica into disrepute;
- (l) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or to connect to the Network;
- (m) notify Telefónica of any methods of doing business which may affect the Customer's use of the Services or the Customer's ability to comply with the terms of this Agreement;
- (n) comply with Telefónica's reasonable instructions relating to health, safety, security and use of the Network;
- (o) comply with all applicable laws and regulatory provisions; and
- (p) comply with any applicable fair use policy that Telefónica may issue from time to time.

9.2 Subject to clause 11 of these General Conditions, the Customer agrees that it is procuring the Services solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect of the Services.

9.3 The Customer shall provide Telefónica with any and all information and/or assistance that Telefónica may require in order to perform the Services. The Customer shall ensure the information is complete and accurate. Telefónica shall not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a result of the Customer's failure to provide Telefónica with the required information and/or assistance. The Customer shall reimburse Telefónica for any administrative charges that it incurs as a result of information that it receives in accordance with this clause 9.3 that is incomplete or inaccurate.

9.4 The Customer shall notify Telefónica immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services.



- 9.5 The Customer agrees and acknowledges that Telefónica and/or a supplier of Telefónica may monitor and record:
- (a) calls to 999 and 112 services; and
  - (b) calls or other communications relating to Telefónica's customer services and telemarketing.
- 9.6 The Customer acknowledges that some of the Services enable access to the Internet and that use of the Internet is solely at the Customer's risk and subject to all applicable laws. Telefónica has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the Internet.
- 9.7 The Customer warrants to Telefónica that it will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by Telefónica under this Agreement is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

## **10 NUMBERS AND CODES**

- 10.1 Telefónica may allocate the Customer numbers, IP addresses and other codes in accordance with the Terms and Service Schedules.
- 10.2 Nothing in this Agreement shall be construed as to transfer from Telefónica to the Customer ownership of any numbers, IP addresses or other codes or to grant the Customer the right to sell or dispose of a number, IP address or other code. All the Customer's rights to use such IP addresses or other codes will cease upon termination of this Agreement or the relevant Service.
- 10.3 The Customer acknowledges that Telefónica may change the numbers, IP addresses or other codes it has allocated to the Customer. Telefónica shall (where reasonably practicable) provide the Customer with reasonable notice of such a change.
- 10.4 The Customer will comply with any and all instructions for use of any number, IP address or other code issued by the Third Party provider of that number, IP address or other code. Telefónica shall (where reasonably practicable) provide the Customer with reasonable notice of such instructions.

## **11 CUSTOMER AFFILIATES**

- 11.1 Telefónica acknowledges that the Customer may permit a Customer Affiliate to use the Services supplied by Telefónica to the Customer under this Agreement. The Customer will procure that its Affiliates are aware of and comply with the terms of this Agreement. The Customer shall be liable to Telefónica for any and all:
- (a) claims, losses and expenses suffered or incurred by Telefónica as a result of a breach of a term of this Agreement resulting from a Customer Affiliate's use of the Services; and
  - (b) losses, costs and expenses resulting from any claims against Telefónica made by any of the Customer's Affiliates (or any other Third Party whom the Customer has permitted to use a Service or related equipment) to the extent that such claims exceed the financial caps and other limitations on liability as set out in this Agreement.

The foregoing liabilities shall remain in full force and effect notwithstanding any termination of this Agreement.

## **12 VARIATIONS TO THE AGREEMENT**

- 12.1 Telefónica reserves the right from time to time to vary the Agreement as follows:

- (a) Telefónica shall be entitled to vary the Customer Service Charter and/or the Telefónica Price List (including the prices and tariffs set out in the Telefónica Price List). Such variations shall be published at <http://www.o2.co.uk> at least 28 days before such changes come into effect or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable; and
- (b) Telefónica shall be entitled to vary the provisions of this Agreement (including for the avoidance of doubt, the Commercial Schedule). Telefónica will provide to the Customer 28 days notice in writing of any such variation or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable.

## **13 SUSPENSION**

### **Maintenance and emergencies**

- 13.1 Telefónica may, from time to time and without notice, suspend the Services in any of the following circumstances:
  - (a) during any technical failure, modification or maintenance of the telecommunications systems by which the Services are provided; or
  - (b) because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's or Users' own security.
- 13.2 Telefónica shall use reasonable endeavours to restore the Services suspended in accordance with clause 13.1 of these General Conditions as soon as reasonably practicable.
- 13.3 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from the circumstances described in clause 13.1 of these General Conditions.

### **Actions of the Customer**

- 13.4 Telefónica may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice in any of the following circumstances:
  - (a) if the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or
  - (b) if the Customer allows anything to be done which in Telefónica's reasonable opinion may have the effect of jeopardising the operation of the Network or the Services, or if the Services are being used in a manner prejudicial to the interests of Telefónica and/or a supplier of Telefónica.
- 13.5 If Telefónica has suspended the Services in accordance with clause 13.4 of these General Conditions, Telefónica shall restore the Services when the circumstance described in clause 13.4 of these General Conditions is remedied.
- 13.6 The Customer shall remain liable for:
  - (a) all Charges levied in accordance with this Agreement during any period of suspension; and
  - (b) all reasonable costs and expenses incurred by Telefónica in the implementation of such suspension or disconnection,

where such suspension or disconnection arises from the circumstances described in clause 13.4 of these General Conditions.

## 14 TERMINATION

### Termination for convenience

14.1 The Customer may terminate this Agreement (in whole or in relation to a particular Service) by:

- (a) providing to Telefónica 30 days' notice in writing; and
- (b) paying Telefónica the applicable Termination Fees in respect of the Service or Services being terminated. For the avoidance of doubt, Termination Fees may be payable in accordance with the Commercial Schedule if the Customer terminates an order for Services prior to the Service Commencement Date or during the applicable Minimum Period.

14.2 Telefónica may terminate this Agreement (in whole or in relation to a particular Service) by providing to the Customer 30 days' notice and, in this event, the Customer shall not be liable for any Termination Fees.

### Termination resulting from changes to the Agreement

14.3 Subject to clause 14.4 of these General Conditions, the Customer shall be entitled to terminate a Service by providing 30 days' notice in writing if:

- (a) Telefónica increases the prices and/or tariffs set out in the Telefónica Price List and/or the Commercial Schedule in respect of that Service pursuant to clause 12 of these General Conditions and that increase is to the material disadvantage of the Customer (for the avoidance of doubt an increase in prices and/or tariffs of 10% or less in any 12 month period shall not constitute a material disadvantage of the Customer); or
- (b) Telefónica substantially varies the terms of this Agreement that relate to that Service pursuant to clause 12 of these General Conditions (including the Commercial Schedule) and that variation is to the Customer's material disadvantage,

provided that such notice is provided to Telefónica within 30 days of the date that the change comes into effect.

14.4 The right to terminate a Service in clause 14.3 above shall not apply where the increases in prices or tariffs or the variation of the terms of the Agreement arises as a consequence of a change in prices, tariffs, terms or otherwise made by Third Party manufacturers, Third Party suppliers or a regulatory body.

14.5 Termination of a Service in accordance with clause 14.3 of these General Conditions will not affect the Customer's requirement to pay the Charges relating to that Service incurred prior to the date of termination, but, in this event, the Customer shall not be liable for any Termination Fees.

### Termination for cause

14.6 The Customer may terminate this Agreement by providing to Telefónica 30 days' notice in writing in the event that Telefónica:

- (a) has committed a material breach of this Agreement that is incapable of remedy; or
- (b) has committed a material breach of this Agreement that is capable of remedy and Telefónica has failed to remedy that breach within 30 days of the Customer supplying written notice specifying the breach and requiring its remedy.

14.7 Telefónica may terminate this Agreement (in whole or in relation to a particular Service) by providing 30 days' notice in writing:

- (a) in the event that the Customer has committed a material breach of this Agreement that is incapable of remedy;
- (b) in the event that the Customer has committed a material breach of this Agreement that is capable of remedy and the Customer has failed to remedy that breach within 30 days of Telefónica supplying written notice specifying the breach and requiring its remedy; or
- (c) if any of the events described in clause 13.4(b) of these General Conditions occurs.

### **Insolvency**

- 14.8 A party to this Agreement may terminate this Agreement by providing 30 days' notice in writing in the event that bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

### **Consequences of termination**

- 14.9 If this Agreement is terminated and the Customer wishes to transfer to another service provider, Telefónica will provide reasonable assistance to the Customer in respect of the transfer of the Customer's service in accordance with standard telecommunications industry practice.
- 14.10 Termination or expiry of this Agreement for whatever reason shall not affect:
- (a) the rights and obligations of the parties which have accrued prior to such termination or expiry; or
  - (b) any provisions of this Agreement which are of a continuing nature and any other provisions of this Agreement necessary for their interpretation or enforcement.
- 14.11 On termination or expiry of this Agreement:
- (a) any sums properly due from one party to the other will become payable within 30 days of termination (including Termination Fees);
  - (b) the Customer shall cease using the Services; and
  - (c) each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other which is in its custody or control or will destroy such Confidential Information and certify such destruction to the other party.

## **15 INTELLECTUAL PROPERTY**

- 15.1 Title to, and all intellectual property rights in the Software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the Software or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, associated documents and all parts thereof, directly against the Customer.
- 15.2 All information or materials exchanged between Telefónica and the Customer in connection with the Agreement, together with the copyright therein, will remain the property of Telefónica, Telefónica's suppliers or the Customer as applicable and will be returned to the owning party on termination of the Agreement, if requested by such party.
- 15.3 Telefónica grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any Software provided by Telefónica or its suppliers solely in the United Kingdom in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Software (or any

part of the Software), unless expressly permitted to do so by Telefónica or by relevant law. This licence will terminate on the termination of this Agreement (or any relevant part of this Agreement).

- 15.4 Telefónica grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of this Agreement to use copy and reproduce any information or materials provided by Telefónica to the Customer under this Agreement to the extent necessary for the Customer to receive the benefit of the Services. The Customer must not alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by Telefónica or relevant law.
- 15.5 In the event that the Customer is subject to a claim by a Third Party in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its normal use or possession of the Mobile Equipment, fixed hardware, Software, information or materials provided by Telefónica then Telefónica will indemnify the Customer in relation to such claim provided that the Customer promptly notifies Telefónica of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows Telefónica or its licensor to conduct all negotiations and proceedings (providing Telefónica or its licensor with all reasonable assistance) and allows Telefónica at Telefónica's own discretion and expense to modify or replace the Mobile Equipment, fixed hardware, Software, information or materials so as to avoid any continuing infringement. This indemnity does not apply to any such infringements caused by the Customer's own breach of the terms of this Agreement or the operation or use of the Mobile Equipment, fixed hardware, Software, information or materials in conjunction with other equipment and software or Services not supplied by Telefónica pursuant to this Agreement in which event the Customer shall indemnify Telefónica in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.
- 15.6 The Customer will not be entitled to and agrees not to:
- (a) use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of Telefónica (or any of its suppliers) or any part thereof so that any person might reasonably import a connection between those goods or services and Telefónica (or any of its suppliers) or any part thereof;
  - (b) register or attempt to register as a trade mark anything referred to in clause 15.6(a) of these General Conditions; and/or
  - (c) authorise any Third Party to do anything referred to in clause 15.6(a) of these General Conditions.

The Customer further agrees not to infringe any copyright, or registered or unregistered trademark rights belonging to any Third Party in respect of any fixed hardware or Mobile Equipment.

#### **End User Licensed Software**

- 15.7 The Customer recognises that the Services may be dependent upon End-User Licensed Software and if the Customer does not accept the licence terms relating to any End-User Licensed Software, Telefónica shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End-User Licensed Software.
- 15.8 Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.
- 15.9 The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials as agreed between the relevant Third Party and Telefónica.

## 16 CONFIDENTIALITY

- 16.1 Neither party will divulge Confidential Information to any Third Party except such of its contractors, suppliers and agents as may need to know the same for the purposes of the implementation and/or performance of this Agreement and in each case who agree to be bound by the provisions of this clause 16.1.
- 16.2 The obligation of confidence set out in clause 16.1 of these General Conditions shall not apply to any material or information which is:
- (a) in the public domain (other than as a result of a breach of this Agreement);
  - (b) already known to the receiving party prior to the Commencement Date;
  - (c) lawfully received from a Third Party; or
  - (d) required to be disclosed pursuant to the order of a court or other tribunal or regulatory authority of competent jurisdiction.
- 16.3 The obligation of confidence set out in this clause 16 shall apply in the period commencing on the Commencement Date and ending three years after the termination or expiry of this Agreement.

## 17 LIMITATION OF LIABILITY

- 17.1 Subject to clauses 17.3 and 17.4 of these General Conditions, neither party shall be liable to the other in respect of any matter arising out of or in connection with this Agreement in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill, business interruption, from wasted expenditure or any loss or corruption of data, or for any indirect or consequential loss or damage whatsoever.
- 17.2 Subject to clauses 17.1, 17.3 and 17.4 of these General Conditions, Telefónica's aggregate liability of any sort resulting from breach of contract or negligence, under any indemnity or otherwise arising in connection with this Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall be limited in respect of all claims arising in a Year to the greater of:
- (a) the sum of £50,000; or
  - (b) an amount equal to the Annual Agreement Value,
- where the "**Annual Agreement Value**" means the total Charges paid or payable by the Customer in the year prior to the year in which any claim arises (or where a claim arises during the first year of this Agreement, the Charges paid or payable up to the date on which the Customer's right to take action in respect of the claim arose); and "**Year**" means the first, and each subsequent, consecutive period of 12 months of this Agreement commencing on the Commencement Date.
- 17.3 Nothing in this Agreement shall exclude or restrict the liability of either party for:
- (a) death or personal injury resulting from that party's negligence;
  - (b) claims in respect of the Customer's liability under clause 11 of these General Conditions;
  - (c) any and all damage to any equipment belonging to Telefónica (including SIM cards) or the Network caused by the Customer's breach of this Agreement;
  - (d) for breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979; or

(e) fraud or fraudulent misrepresentation.

17.4 Nothing in this Agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law.

17.5 Nothing in this clause 17 shall apply to the payment of the Charges.

17.6 Subject to clauses 17.3 and 17.4 of these General Conditions, the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

#### **Liability for third parties**

17.7 Telefónica shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by Telefónica as subcontractors or assignees in respect of the performance of Telefónica's obligations under this Agreement.

### **18 ASSIGNMENT**

18.1 The Customer shall not assign or transfer this Agreement to any Third Party, provided that the Customer may assign or transfer this agreement to a Customer Affiliate with the prior written consent of Telefónica (such consent not to be unreasonably withheld or delayed).

18.2 Telefónica may assign or transfer this Agreement to any Affiliate and may subcontract the performance of all or part of the same, provided that Telefónica shall remain liable for the acts and omissions of its subcontractors.

### **19 ENTIRE AGREEMENT**

19.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.

19.2 Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause 19.2 shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

### **20 INVALIDITY**

If any of the provisions of this Agreement become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

### **21 WAIVER**

The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

### **22 DATA PROTECTION**

- 22.1 Telefónica operates in accordance with the Data Protection Act 1998 as updated or amended from time to time. The Customer agrees that its details, or those of its Users may be used and disclosed by Telefónica for the purposes of this Agreement and for marketing purposes including informing the Customer and its Users from time to time about other services or associated technologies. If the Customer or a User does not want its details, or, in the case of the Customer those details of its Users to be used for direct marketing purposes in this way then the Customer should contact the Telefónica Data Controller at Telefónica UK Limited, 260 Bath Road, Slough, SL1 4DX.
- 22.2 The Customer will ensure that its Users have consented to the use of their details in accordance with clause 22.1 of these General Conditions.
- 22.3 Without prejudice to clause 22.1 of these General Conditions, in so far as Telefónica processes any personal data on behalf of the Customer, Telefónica shall not transfer personal data outside the European Economic Area without complying with the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any personal data that is transferred.

## **23 MATTERS BEYOND THE PARTIES' REASONABLE CONTROL**

Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

## **24 EXPORT CONTROL**

- 24.1 The Mobile Equipment, fixed hardware and/or End-User Licensed Software (as applicable) may be subject to export control law and regulations in the event the Customer wishes to export it outside the United Kingdom. Telefónica does not represent that any necessary approvals and licences have been obtained or will be granted.
- 24.2 The Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.
- 24.3 In the event that the Customer procures Mobile Equipment, including "xda" devices or similar computer technology from Telefónica, the Customer agrees that in entering into this Agreement the Customer accepts the terms of the following end-user undertaking: The Customer certifies that it or will be the end-user of the Mobile Equipment and further certifies that it shall use the Mobile Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice Mobile Services in order to perform their every day contractual duties; that the Mobile Equipment will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Mobile Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Mobile Equipment, or any replica of them, will not be used in any nuclear explosive activity or un-safeguarded nuclear fuel cycle activity; and agrees to sign a formal "End-User Undertaking" in a format specified by the United Kingdom Department of Trade and Industry if requested to do so by Telefónica.

## **25 RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties and nothing in this Agreement shall be construed to appoint one party as the distributor, dealer or agent of the other.



## **26 NOTICES**

Any notice or other communication required or permitted under this Agreement to be given in writing shall be given in writing to the address of the recipient stipulated in this Agreement or as notified from time to time and will be deemed to have been given or made: when delivered personally; or, if properly addressed and posted by first class mail in the United Kingdom within two Working Days of posting; or, if sent by facsimile upon being sent; or, if sent by e-mail or other electronic means upon such communication being acknowledged as having been received.

## **27 NO THIRD PARTY RIGHTS**

Except as otherwise explicitly set out in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. For the avoidance of doubt, Customer Affiliates shall have no rights to enforce any term of this Agreement.

## **28 PRIORITY OF DOCUMENTS FORMING THIS AGREEMENT**

28.1 This Agreement is recorded in the following documents:

- (a) the Commercial Schedule;
- (b) these General Conditions;
- (c) the applicable Terms;
- (d) the applicable Service Schedule(s);
- (e) the Telefónica Price List; and
- (f) any other documentation explicitly referred to in this Agreement.

28.2 In the event of any conflict between provisions of the documents making up this Agreement, the order of precedence shall be as set out in clause 28.1 of these General Conditions (in order of decreasing precedence) unless explicitly stated otherwise.

## **29 TUPE**

29.1 The parties intend that no Customer Employee's employment shall transfer from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations as a result of a Service Transfer, however and whenever such Service Transfer takes effect.

29.2 If, notwithstanding the intention of the parties stated in clause 29.1 of these General Conditions, as a result of a Service Transfer, any Customer Employee claims or it is determined that his contract of employment has been transferred from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations or otherwise or any Customer Employee claims or it is determined that any liability regarding his employment has so transferred then:

- (a) the Services Provider may terminate any such contract forthwith; and
- (b) the Customer shall indemnify and hold harmless the Services Provider against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Services Provider (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).

- 29.3 Telefónica warrants that no Services Provider shall bring any claim under the TUPE Regulations arising out of or in connection with any actual or alleged failure of the Customer or any Third Party to provide Employee Liability Information in accordance with the TUPE Regulations.
- 29.4 Telefónica will indemnify and keep indemnified the Customer against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) which the Customer or its incumbent supplier may suffer or incur arising out of any breach of clause 29.3 of these General Conditions.
- 29.5 The parties intend that no Telefónica Employee's employment shall transfer from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations as a result of the commencement of the provision of the Replacement Services by a Successor Supplier, however and whenever such commencement takes effect.
- 29.6 If, notwithstanding the intention of the parties stated in clause 29.5 of these General Conditions, as a result of the commencement of the provision of the Replacement Services by the Successor Supplier, any Telefónica Employee claims or it is determined that his contract of employment has been transferred from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations or otherwise or any Telefónica Employee claims or it is determined that any liability regarding his employment has so transferred then:
- (a) the Successor Supplier may terminate any such contract forthwith; and
  - (b) Telefónica shall indemnify and hold harmless the Customer against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) incurred or suffered by the Successor Supplier arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Successor Supplier (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).
- 29.7 The Customer warrants that no Successor Supplier shall bring any claim under the TUPE Regulations arising out of or in connection with any actual or alleged failure of the Services Provider to provide Employee Liability Information in accordance with the TUPE Regulations.
- 29.8 The Customer will indemnify and keep indemnified Telefónica against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) which the Services Provider may suffer or incur arising out of any breach of clause 29.7 of these General Conditions.
- 29.9 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 29 to the extent necessary to ensure that:
- (a) any Services Provider shall have the right to enforce the obligations owed to, and indemnities given to, Telefónica by the Customer under this clause 29; and
  - (b) any Successor Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Customer by Telefónica under this clause 29,

in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

### **30 CREDIT CHECKS AND FRAUD PREVENTION**

- 30.1 When the Customer applies for Services, Telefónica may check the following records about the Customer and the Customer's business partners:
- (a) Telefónica's own records;

- (b) business records at credit reference agencies (“CRAs”) including both public (including the electoral register) and fraud prevention information. When CRAs receive a search from Telefónica they will place a search footprint on the Customer’s business credit file that may be seen by other lenders;
  - (c) records held by fraud prevention agencies (“FPAs”); and
  - (d) if the Customer contact is a director, Telefónica may seek confirmation, from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors’ usual addresses at Companies House.
- 30.2 Telefónica may also make checks such as assessing the Customer’s application for Services and verifying identities to prevent and detect crime and money laundering. Telefónica may also make periodic searches at CRAs and FPAs to manage the Customer’s Telefónica account.
- 30.3 Telefónica will send information on the Customer’s applications, Telefónica account and how the Customer manages its account to CRAs which may record such information, including information on the Customer’s business and its proprietors. The CRAs may create a record of the name and address of the Customer and its proprietors if there is not one already.
- 30.4 If the Customer does not pay the Charges when they become due and payable, CRAs will record the outstanding debt which shall remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer’s whereabouts and recover debts owed by the Customer.
- 30.5 If the Customer gives Telefónica false or inaccurate information and Telefónica suspect or identify fraud Telefónica will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- 30.6 Telefónica and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 30.7 Customer data may also be used for other purposes for which the Customer or any User gives its specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998. To read the full details of how data may be used please visit our website at [www.o2.co.uk](http://www.o2.co.uk).
- 30.8 The Customer can contact the CRAs currently operating in the UK, including CallCredit (Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414); Equifax PLC, (Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US; 0870 010 0583; [www.myequifax.co.uk](http://www.myequifax.co.uk)); and Experian (Consumer Help Service, PO Box 8000, Nottingham NG80 7WF; 0844 4818000; [www.experian.co.uk](http://www.experian.co.uk)). The information they hold may not be the same. They will charge a small statutory fee for access to their Records. Details of the relevant fraud prevention agencies are available from Telefónica on request.

## **31 GOVERNING LAW**

This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

## MOBILE EQUIPMENT TERMS

The following additional terms and conditions apply to the provision by Telefónica of Mobile Equipment.

### 1. DEFINITIONS

In these Mobile Equipment Terms, in addition to those terms set out in the General Conditions, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
<b>“Mobile Equipment”</b>	means any wireless devices, handsets and related items (including, but not limited to BlackBerry devices and USB modems) or other equipment provided by Telefónica to the Customer under this Agreement for use in connection with the Mobile Services;
<b>“Mobile Equipment Account”</b>	means a notional account set up by Telefónica to accrue credits owing to the Customer from which Mobile Equipment can be purchased from Telefónica by the Customer;
<b>“Mobile Equipment Terms”</b>	means this document entitled “Mobile Equipment Terms”; and
<b>“Non-Portfolio Equipment”</b>	means equipment that we do not supply usually direct from Telefónica, but that we may be able to source to satisfy customer needs.

### 2. SALE AND PURCHASE OF MOBILE EQUIPMENT

The following additional terms and conditions shall apply to the sale by Telefónica and purchase by the Customer of Mobile Equipment specified in the Commercial Schedule as well as any Mobile Equipment ordered pursuant to an order placed pursuant to this Agreement.

### 3. ORDERS

- 3.1 The Customer shall be entitled to place with Telefónica an order for any Mobile Equipment identified by Telefónica from time to time.
- 3.2 Telefónica’s acceptance of an order is subject to availability and Telefónica may reject any order without any liability to the Customer. In the event that Telefónica accepts an order, that order will be processed accordingly. Any order, once accepted by Telefónica, may not be revoked by the Customer.
- 3.3 Telefónica reserves the right to add to, substitute, or to discontinue any item of Mobile Equipment at any time. Telefónica does not guarantee the continuing availability of any particular item of Mobile Equipment.

### 4. DELIVERY, ACCEPTANCE AND RISK

- 4.1 Telefónica will deliver the Mobile Equipment to the address specified on the completed order provided that address is within the United Kingdom.
- 4.2 The Customer shall be deemed to have accepted an item of Mobile Equipment:

- (a) when that item of Mobile Equipment has been delivered, if Telefónica is to deliver the item of Mobile Equipment; or
- (b) if the item of Mobile Equipment is to be collected by the Customer, when the Customer takes possession of that item of Mobile Equipment.

4.3 Risk in an item of Mobile Equipment will pass to the Customer when the item of Mobile Equipment is accepted by the Customer. The Customer shall not be liable for any loss or damage to the item of Mobile Equipment to the extent that such loss or damage is caused by the negligence of Telefónica or its suppliers.

## **5. TITLE IN THE MOBILE EQUIPMENT**

5.1 Title to an item of Mobile Equipment shall not pass to the Customer, except that title to accessory items shall pass to the Customer upon payment in full for such accessory items.

5.2 The Customer undertakes in respect of Mobile Equipment in which Telefónica retains title pursuant to clause 5.1 of these Mobile Equipment Terms not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the same in any way and that it shall keep such Mobile Equipment in good working order allowing for fair wear and tear during the period of use by the Customer.

5.3 Following any upgrade or replacement of Mobile Equipment or disconnection of Mobile Equipment from the Mobile Services, Telefónica reserves the right to request the safe return of any such Mobile Equipment in which Telefónica retains title pursuant to clause 5.1 of these Mobile Equipment Terms from the Customer at the Customer's expense.

5.4 Telefónica reserves the right to charge the Customer the price set out in the Replacement section of the Telefónica Price List from time to time for any Mobile Equipment that is not returned to Telefónica in accordance with the provisions of clause 5.3 of these Mobile Equipment Terms or where the Customer fails to fulfil its obligations under clause 5.2 of these Mobile Equipment Terms.

5.5 Without prejudice to the remainder clause 5.4 of these Mobile Equipment Terms, in the event that the Customer sells any Mobile Equipment in breach of clause 5.2 of these Mobile Equipment Terms, the Customer agrees that liquidated damages equal to the price set out in the Replacement section of the Telefónica Price List for such Mobile Equipment on the date on which Telefónica invokes its right to recover liquidated damages, shall immediately be due and payable from the Customer to Telefónica.

## **6. OBLIGATIONS OF THE CUSTOMER**

6.1 The Customer will, and shall take all reasonable steps to ensure that its employees will:

- (a) pay the standard charges levied by Telefónica from time to time applicable to repair work on Mobile Equipment which is outside (in scope or time) the warranty provided under this Agreement; and
- (b) use the Mobile Equipment and any End-User Licensed Software in accordance with any user guide or other reasonable instruction of any manufacturer or supplier of the same or reasonable instruction of Telefónica and not copy, reverse engineer or modify any Software or End-User Licensed Software in any way save as permitted by law.

6.2 Telefónica reserves the right to bar service to any Mobile Equipment supplied under this Agreement to which Telefónica retains title pursuant to clause 5.1 of these Mobile Equipment Terms where in Telefónica's reasonable opinion that Mobile Equipment is not being used in a manner which Telefónica would expect including but not limited to where the Mobile Equipment is:

- (a) used in conjunction with a SIM Card connected to a tariff other than one which the Customer has ordered under this Agreement;
- (b) used in conjunction with a SIM Card allocated to any other Telefónica customer's account;
- (c) used solely or predominantly on a roaming basis; or
- (d) (or the SIM Card supplied in conjunction with such Mobile Equipment is) not used on the Network within 45 days from the date of despatch by Telefónica, or during any other period of 30 consecutive days;

unless Telefónica and the Customer have agreed otherwise.

6.3 The Customer, at the Customer's expense, shall return to Telefónica any Mobile Equipment supplied by Telefónica to which Telefónica retains title pursuant to clause 5.1 of these Mobile Equipment Terms, which Mobile Equipment has been barred pursuant to clause 6.2 of these Mobile Equipment Terms and in the event that the Customer fails to return any such Mobile Equipment within two (2) weeks of written notice from Telefónica to do so, then the Customer agrees to pay Telefónica the price set out in the Replacement section of the Telefónica Price List from time to time for such Mobile Equipment.

## 7. WARRANTIES

7.1 Telefónica warrants that each item of Mobile Equipment will conform in all material respects to the manufacturer's specification for a period of 12 months from the date on which each item of Mobile Equipment is despatched to the Customer by Telefónica (a "**Warranty Period**") unless special conditions associated with certain Mobile Equipment apply.

7.2 Telefónica warrants that any Software will conform in all material respects to the manufacturer's specification for a period of three months from the date on such Software is despatched to the Customer by Telefónica (a "**Warranty Period**") unless special conditions associated with certain Software apply.

7.3 Following the expiry of the Warranty Period of Mobile Equipment provided under this Agreement in which Telefónica retains title, Telefónica will extend the Warranty Period in respect of such Mobile Equipment until the end of the Minimum Term ("**Extended Warranty Period**"). Upon expiry of the Minimum Term, or termination of this Agreement, the Extended Warranty Period shall cease.

7.4 If, within the relevant Warranty Period or Extended Warranty Period, the Customer notifies Telefónica of any defect or fault in the Mobile Equipment or Software arising under normal use in consequence of which it fails to conform in any material respect with the manufacturer's specification Telefónica shall, at Telefónica's option either: repair the faulty Mobile Equipment or Software; or, replace the faulty Mobile Equipment or Software with the same or an equivalent item of Mobile Equipment or Software which may be a new or refurbished item. In the event that Mobile Equipment or Software is provided to replace Mobile Equipment or Software which has failed during its Warranty Period, the replacement Mobile Equipment or Software will be provided with its own Warranty Period which shall last for the greater of: a) three months from the date on which the replacement Mobile Equipment or Software is despatched to the Customer; or b) the outstanding period of the original Warranty Period.

7.5 The warranty obligations set out in clause 7.4 of these Mobile Equipment Terms shall not apply in the event that a person has amended or damaged the Mobile Equipment or Software, or used it for a purpose or in a context, other than in accordance with Telefónica's or the manufacturer's instructions and advice.

7.6 The warranty obligations set out in clause 7.4 of these Mobile Equipment Terms shall not apply in relation to Non-Portfolio Items. These are sourced from a third party supplier and only the manufacturer's warranty shall apply.

## **8. CREDITS**

8.1 Any credits accrued in the Mobile Equipment Account may be used solely for the purposes of offsetting Charges for Mobile Equipment. Credits do not have any monetary value and the Customer is not entitled to:

- (a) use any credits accrued in the Mobile Equipment Account to offset Charges for Mobile Services or vice versa;
- (b) offset any credits accrued in the Mobile Equipment Account against any outstanding debt;
- (c) any payments from any credits accrued in the Mobile Equipment Account; or
- (d) any future use of credits accrued in the Mobile Equipment Account upon termination of this Agreement.

## **9. INSURANCE**

9.1 If the Customer has purchased the Telefónica Insure Premier, Standard or any other applicable Telefónica Insure product and makes a claim under the policy for theft of the Mobile Equipment, which is approved by the insurer or an agent of the insurer, ("the Insurer") Telefónica will reimburse the Customer against the cost of unauthorised calls made on the Mobile Equipment up to the following limits:

- (a) Premier policy - up to £3,000 per item of Mobile Equipment;
- (b) Standard policy - up to £1,000 per item of Mobile Equipment;
- (c) other applicable Telefónica Insure policy - up to the amount Telefónica notifies the Customer in connection with that product. In each case these figures include any taxes and network or service provider charges.

9.2 In return:

- (a) the Customer agrees to provide the Insurer with an itemised account from its network or service provider clearly showing the unauthorised calls made and their value within 2 months of the Customer's discovery of the theft of the Mobile Equipment;
- (b) the Customer agrees to notify the Insurer of the theft of the Mobile Equipment as required by the terms of the Premier, Standard or any other applicable Telefónica Insure policy (as the case may be) in force at the time of the theft and the Customer agrees to notify Telefónica of the theft of the Mobile Equipment when it notifies the Insurer under the Premier, Standard or other applicable Telefónica Insure policy; and
- (c) the Customer agrees that the same exclusions set out in the Premier, Standard or any other applicable Telefónica Insure policy (as the case may be) in force at the time of the theft apply, and where they do Telefónica will not reimburse the Customer for the cost of the unauthorised calls.

**MOBILE TERMS**  
**(including terms for the Voice Services and/or Data Services)**

The following additional terms and conditions apply to the provision of the Mobile Services.

**1 DEFINITIONS**

In these Mobile Terms, in addition to those terms set out in the General Conditions, the following terms and expressions apply:

<b>TERM / EXPRESSION</b>	<b>MEANING</b>
<b>“Airtime”</b>	means mobile airtime and Network capacity;
<b>“Aggregate Minimum Spend”</b>	means the minimum total expenditure incurred by all SIM Cards consisting of voice rental Charges and Voice Service Charges only (specifically excluding Mobile Equipment Charges and BlackBerry and data Charges) which must be incurred by the Customer prior to the expiry of the Minimum Term, in relation to a particular Mobile Service, as set out in the Commercial Schedule (if any);
<b>“AIT”</b>	means artificially inflated traffic which occurs when the flow of calls to any particular revenue share service is, as a result of any activity on or behalf of the entity operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith usage of the Network;
<b>“Average Minimum Spend”</b>	means the average monthly minimum expenditure per SIM Card for the Voice Services (and for the avoidance of doubt excluding any expenditure relating to Mobile Equipment Charges and BlackBerry and data charges) which must be incurred by the Customer during the Minimum Period, as set out in the Commercial Schedule (if any);
<b>“Data Services”</b>	means the Mobile Services under which Telefónica supplies the Customer with Airtime enabling the Customer to transfer data on the Network;
<b>“Device”</b>	means a mobile device or other Mobile Equipment incorporating a SIM Card;
<b>“Gateway”</b>	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 or data connection;
<b>“Mobile Equipment”</b>	has the meaning set out in the Mobile Equipment Terms;
<b>“Mobile Services”</b>	means those Services identified as a “Mobile Service” in these Mobile Terms and the Service Schedules;
<b>“Mobile Terms”</b>	means this document entitled “Mobile Terms”;
<b>“New Connection”</b>	(including New SIM-Only Connections and new Non



SIM-Only Connections) means a new SIM Card which connects to the Network under this Agreement which was not immediately prior to this Agreement connected to the Network except where the SIM Cards were formerly provided to the Customer by means of a Reseller;

**“New Non SIM-Only Connection”**

means a New Connection in conjunction with which Telefónica is providing a Device at the New Connection rate for Mobile Equipment specified in the Telefónica Price List;

**“New SIM Only Connection”**

means a New Connection in conjunction with which Telefónica is not providing a Device at the New Connection rate for Mobile Equipment specified in the Telefónica Price List;

**“Reseller”**

means any third party acting as an agent or distributor on behalf of Telefónica;

**“Re-Sign Non SIM Only Connection”**

means the transfer of a SIM Card which was, immediately prior to this Agreement, connected under an agreement between Telefónica (directly, and not via a third party) and the Customer and in conjunction with which Telefónica is providing Mobile Equipment;

**“Re-Sign SIM Only Connection”**

means the transfer of a SIM Card which was, immediately prior to this Agreement, connected under an agreement between Telefónica (directly, and not via a third party) and the Customer, and in conjunction with which Telefónica is not providing a Device at the New Connection rate for Mobile Equipment specified in the Telefónica Price List;

**“SIM Card”**

means a subscriber identity module supplied to the Customer by Telefónica;

**“SMS” and / or “MMS”**

means the short message service and multimedia message service which allows text messages and/or pictures to be sent and received from Mobile Equipment;

**“Value Added Mobile Services”**

means the value added services in relation to Mobile Services such as, installation, insurance, repair etc. as may be made generally available from time to time by Telefónica to business customers, the details of which appear on the Telefónica Price List; and

**“Voice Services”**

means the Mobile Services under which Telefónica supplies the Customer with Airtime enabling the Customer to make and receive mobile voice calls and SMS texts on the Network.

**2 MOBILE SERVICE STANDARDS**

The Customer acknowledges that provision of the Mobile Services is subject to the geographic extent of airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Mobile Services in any particular location that

may from time to time adversely affect the provision of the Mobile Services in terms of availability, line clarity and call interference.

### **3 SIMS CARDS AND NUMBERS**

3.1 Where the Customer is not already an Telefónica customer, Telefónica will supply to the Customer such number of SIM Cards as is necessary for the Customer to receive the Mobile Services to be provided under the relevant order. Title to the SIM Cards shall remain with Telefónica.

3.2 Telefónica shall:

- (a) provide to the Customer such mobile numbers as are necessary for the Customer to receive the Mobile Services; or
- (b) port mobile numbers from another mobile network in accordance with standard porting procedures between mobile networks in the United Kingdom.

Nothing in this Agreement shall be construed as to grant the Customer any right in relation to the mobile numbers other than to receive the Mobile Services as described in this Agreement.

### **4 CHARGES**

4.1 The Charges for Mobile Services detailed in the Commercial Schedule are available, subject to the Customer fulfilling all of its commitments as set out in this Agreement (for example, the Aggregate Minimum Spend, Average Minimum Spend, Minimum Holding, Minimum Holding Period and Minimum Periods as applicable).

4.2 The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.

4.3 Telefónica may monitor the Customer's usage of the Mobile Services for the purpose of controlling Telefónica's credit risk and the Customer's exposure to fraudulent usage.

4.4 The Customer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services until Telefónica has received a request from the Customer to suspend the provision of such Mobile Services.

4.5 Any credits accrued in the Airtime Account may be used solely for the purposes of offsetting Charges for Airtime, do not have any monetary value, and the Customer is not entitled to:

- (a) use any credits accrued in the Airtime Account to offset Charges for Services other than Airtime or vice versa;
- (b) offset any credits accrued in the Airtime Account against any outstanding debt;
- (c) any payments from any credits accrued in the Airtime Account; or
- (d) any future use of credits accrued in the Airtime Account upon termination of this Agreement.

### **5 DISCONNECTION OF SIM CARDS**

5.1 The Customer may serve on Telefónica a disconnection notice in respect of a SIM Card at any time.

5.2 Telefónica will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card or SIM Cards from the Mobile Services.

5.3 In the event that the Customer gives a disconnection notice resulting in disconnection of a SIM Card prior to the expiry of its Minimum Period (as set out in the Commercial Schedule), the Customer will pay to Telefónica any applicable Termination Fee.

## **6 OBLIGATIONS OF THE CUSTOMER**

6.1 The Customer shall notify Telefónica immediately (and confirm in writing) on becoming aware that any SIM Card has been lost or stolen or that any person is making improper or illegal use of a SIM Card.

6.2 The Customer will be responsible for any Charges incurred as a result of unauthorised use of any SIM Card, or the information contained within a SIM Card, until Telefónica has received a request from the Customer to suspend the provision of Mobile Services to that SIM Card.

6.3 The Customer shall, and shall take all reasonable steps to ensure that its employees will:

(a) not use the Mobile Services in any way to generate AIT; and

(b) not, without the prior written consent of Telefónica which may be withheld at Telefónica's absolute discretion, establish, install or use a Gateway so that telecommunication services are provided via the Gateway;

6.4 The Customer agrees not to use SMS or MMS for the purpose of marketing or advertising anything to users of Mobile Services without the consent of those users.

6.5 The Customer agrees that in respect of SMS and MMS, Telefónica is acting as a network operator and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Customer's SIM Cards, which do not originate from Telefónica.

6.6 The Customer shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under this Agreement to another tariff except where Telefónica at Telefónica's absolute discretion agrees to do so and confirms such a change in writing to the Customer.

6.7 Telefónica can at its discretion suspend any SIM Card from making calls (other than to emergency services) and disconnect any SIM Card from the Mobile Services if Telefónica has reasonable cause to suspect fraudulent use of the SIM Card or relevant Mobile Equipment, or either are identified as being stolen. The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension.

## **7 VALUE ADDED SERVICES**

7.1 The Customer may order Value Added Mobile Services and Telefónica may accept or decline such orders.

7.2 Telefónica reserves the right to add to, substitute, or to discontinue any Value Added Mobile Service at any time. Telefónica does not guarantee the continuing availability of any particular Value Added Mobile Service.

## **8 CUSTOMER EQUIPMENT**

- 8.1 Certain elements of the Mobile Services are dependent on the Customer having suitable customer equipment available and in the event that the Customer is unable to provide such customer equipment, then:
- (a) some of the Mobile Services may not function correctly (the “**Affected Services**”);
  - (b) Telefónica may choose not to provide the Customer with the Affected Services; and
  - (c) Telefónica shall have no liability for the Customer’s inability to receive those Affected Services.
- 8.2 Any customer equipment must be:
- (a) technically compatible with the Network and the relevant Mobile Service and shall not harm the Network or equipment belonging to another customer;
  - (b) connected to the Network strictly in accordance with the instructions of Telefónica; and
  - (c) used by the Customer in compliance with any relevant instructions, standards and laws.

**MOBILE SERVICE SCHEDULE  
BLACKBERRY SERVICE**

The following additional terms and conditions apply to the provision of the BlackBerry Service.

**1 DEFINITIONS**

In this Service Schedule, in addition to those terms defined in the General Conditions, the Mobile Terms and the Mobile Equipment Terms, the following terms and expressions apply:

<b>TERM / EXPRESSION</b>	<b>MEANING</b>
<b>“BES Software”</b>	means the software known as the BlackBerry Enterprise Server Software and which, when installed on the Customer’s Server of the required Server Specification, forms part of the End-User Licensed Software for the purposes of using the BlackBerry Service;
<b>“BlackBerry Device”</b>	means a piece of Mobile Equipment the principal purpose of the design of which is for use with the BlackBerry Service or any other mobile device on which the BlackBerry software is installed for the purpose of using the BlackBerry Service;
<b>“BlackBerry Internet Mail and BlackBerry Internet Solution”</b>	means the use of the BlackBerry Service in conjunction with compatible Internet based e-mail accounts;
<b>“BlackBerry Service”</b>	means the Mobile Service which enables the Customer to send and receive e-mails using a BlackBerry Device and in addition to use the BlackBerry Voice Service and/or the BlackBerry Internet Solution;
<b>“BlackBerry Customer Service Charter”</b>	means the service plan for BlackBerry as determined by Telefónica, which can be provided to the Customer by Telefónica on request and as updated by Telefónica from time to time;
<b>“BlackBerry Voice Service”</b>	means the service which enables voice calls to be made and/or received on a BlackBerry Device;
<b>“First Line Support”</b>	means the Customer’s IT helpdesk which shall be the Customer’s employees’ first point of contact in the event that they have a query or problem with a BlackBerry Device or the BlackBerry Service;
<b>“Server”</b>	means the computer server provided by the Customer on which the BES Software will be installed and operate; and
<b>“Server Specification”</b>	means the minimum specification of the Server which shall be available from Telefónica upon request.

## **2 MOBILE SERVICE**

The BlackBerry Service is a "Mobile Service" and the Mobile Terms will apply to this Service.

## **3 SERVICE STANDARDS**

The Customer acknowledges that the BlackBerry Service employs mobile Airtime which is subject to the geographic extent of airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Network in any particular location that may from time to time adversely affect the provision of the BlackBerry Service.

## **4 CUSTOMER OBLIGATIONS**

4.1 The Customer shall, at its own cost, be responsible for:

- (a) procuring and commissioning the Server in accordance with the Server Specifications;
- (b) installing the BES Software;
- (c) providing suitably qualified IT personnel who have a full working knowledge of the Customer's corporate e-mail system and firewalls;
- (d) configuring the BES Software for each BlackBerry Device;
- (e) ensuring that any of its staff who will provide First Line Support have received the training which Telefónica will provide in accordance with this Agreement;
- (f) providing First Line Support for BlackBerry Device users;
- (g) providing the necessary training for BlackBerry Device users; and
- (h) integrating the Customer's e-mail accounts with the BlackBerry Internet Solution, including but not limited to resolving any issues arising from the interface with the Customer's e-mail internet service provider and/or Customer's IT infrastructure and policy.

4.2 In the event that the Customer uses software packages or applications other than those approved by Telefónica for use with a BlackBerry Device or the Server, Telefónica shall have no liability whatsoever for any failure of the BlackBerry Service resulting from the use of such software packages or applications by the Customer.

4.3 The Customer will deactivate any lost, stolen or replaced BlackBerry Devices from the Server.

4.4 The Customer shall use the returns process as detailed by Telefónica to the Customer from time to time for returns of all damaged/faulty BlackBerry Devices and/or other equipment.

4.5 The Customer will take all reasonable steps to ensure that all its BlackBerry Device users invoke password protection on their BlackBerry Devices. Telefónica shall not be liable for any losses whatsoever or howsoever occurring as a result of a BlackBerry

Device user failing to invoke adequate password protection. The Customer will inform its Users, that text messages as well as e-mails are retained on a BlackBerry Device even when it is turned off or the SIM Card is removed from it.

- 4.6 The Customer shall be responsible, as licensee of the End-User Licensed Software for any encryption of information between the Customer's BES Software and the BlackBerry Devices. The Customer shall accept responsibility for the provision, when properly required, of unencrypted information to the relevant authorities in accordance with European regulations and United Kingdom legislation. In the event that changes in legislation impose a requirement on Telefónica to provide such unencrypted information, the Customer shall provide Telefónica, promptly or in accordance with any statutory timescales, with the unencrypted information in order for Telefónica to forward it to the relevant authority.
- 4.7 Telefónica reserves the right to upgrade and change the specification of the BlackBerry Internet Solution at any time. This may entail, but is not limited to, changes to the web interface, rules around the maximum number of days that data will be retained and mailbox capacity.

**MOBILE SERVICE SCHEDULE  
GOOD SERVICE**

The following additional terms and conditions apply to the provision of the Good Service.

**1 DEFINITIONS**

In this Service Schedule, in addition to those terms defined in the General Conditions, the Mobile Terms and the Mobile Equipment Terms the following terms and expressions apply:

<b>TERM / EXPRESSION</b>	<b>MEANING</b>
<b>“Electronic Stock Distribution”</b>	means provision of Good Software by electronic download means as opposed to on physical medium such as a disk;
<b>“Evaluation Agreement”</b>	means a limited period evaluation or trial agreement under which the Customer has the opportunity to trial the Good Service;
<b>“First Line Support”</b>	means the Customer’s IT helpdesk which shall be the Customer’s employees’ first point of contact in the event that they have a query or problem with a Good Accredited Device or the Good Service;
<b>“Good Accredited Device”</b>	means a specific Device accredited by Telefónica for use with the Good Service;
<b>“Good Client Software”</b>	means the Good handheld software application, which is installed onto the Good Accredited Device by the Customer, enabling connectivity to the Good Service;
<b>“Good Customer Service Charter”</b>	means the service plan for Good Service as determined by Telefónica, which can be provided to the Customer by Telefónica on request and as updated from time to time;
<b>“Good Mobile Messaging Server Software”</b>	means the software known as the Good mobile messaging server software for either Microsoft Exchange or Lotus Domino and which, when installed on the Customer’s Server of the required Server Specification, forms part of the End-User Licensed Software for the purposes of using the Good mobile messaging functionality;
<b>“Good Mobile Intranet Server Software”</b>	means the software known as the Good mobile intranet server software for Microsoft Exchange and which, when installed on the Customer’s Server of the required Server Specification, forms part of the End-User Licensed Software for the purposes of using the Good mobile intranet functionality;
<b>“Good Service”</b>	means the Mobile Service which enables the Customer to send and receive e-mails wirelessly using a Good Accredited Device;



<b>“Good Software”</b>	means the Good Mobile Messaging Server Software and the Good Mobile Intranet Server Software;
<b>“Mobile Terms”</b>	means the Terms applicable to Mobile Services which form part of this Agreement;
<b>“Server”</b>	means the computer server provided by the Customer on which the Good Software will be installed and operate; and
<b>“Server Specification”</b>	means the minimum specification of the Server which shall be available from Telefónica upon request.

## **2 MOBILE SERVICE**

The Good Service is a “Mobile Service” and the Mobile Terms will apply to this Service.

## **3 SERVICE STANDARDS**

- 3.1 The Customer will procure the Good Service in conjunction with an Telefónica data tariff. Without an Telefónica data tariff, the Good Service will not be able to operate.
- 3.2 Telefónica reserves the right to terminate access to the Good Service for SIM Cards connected to the Good Service for which:
- (a) the Charges associated with the Good Service are not being paid; or
  - (b) an appropriate end-user licence has not been procured.
- 3.3 The Customer expressly acknowledges the following additional obligations in respect of the provision of the Good Service. The Customer shall be responsible for:
- (a) procuring and commissioning the Server in accordance with the Server Specifications and licensing requirements;
  - (b) installing the Good Software components;
  - (c) provision of suitably qualified IT personnel who have a full working knowledge of the Customer’s corporate e-mail system and firewalls;
  - (d) configuration of the Good Software and configuration of the Good Client Software for each Good Accredited Device;
  - (e) ensuring that any of its staff who will provide First Line Support have received the training which Telefónica will provide in accordance with this Agreement;
  - (f) provision of First Line Support for Good Accredited Device users; and
  - (g) provision of any necessary training for Good Accredited Device users.
- 3.4 In the event the Customer uses software packages or applications other than those approved by Telefónica for use with a Good Accredited Device or the Good Software, Telefónica shall have no liability whatsoever for any failure of the Good Service resulting from the use of such software packages or applications by the Customer.

- 3.5 The Customer agrees that it will deactivate any lost, stolen or replaced Good Accredited Devices from the Server.
- 3.6 The Customer shall use the returns process as detailed by Telefónica to the Customer from time to time for returns of all damaged/faulty Good Accredited Devices and/or other Equipment.
- 3.7 The Customer will take all reasonable steps to ensure that all its Good Accredited Device users connected to the Good Service invoke password protection on their Good Accredited Devices. Telefónica shall not be liable for any losses whatsoever or howsoever occurring as a result of a Good Accredited Device user failing to invoke adequate password protection. The Customer should note, and inform its users, that text messages as well as e-mails may be retained on a Good Accredited Device even when it is turned off or the SIM Card is removed from it.
- 3.8 The Customer shall be responsible, as licensee of the End-User Licensed Software for any encryption of information between the Customer's Good Software and the Good Accredited Devices. The Customer shall accept responsibility for the provision, when properly required, of unencrypted information to the relevant authorities in accordance with European regulations and United Kingdom legislation. In the event that changes in legislation impose a requirement on Telefónica to provide such unencrypted information, the Customer shall provide Telefónica, promptly or in accordance with any statutory timescales, with the unencrypted information in order for Telefónica to forward it to the relevant authority.

**MOBILE SERVICE SCHEDULE  
MOBILE BROADBAND**

The following additional terms and conditions apply to the provision of Mobile Broadband.

**1. DEFINITIONS**

In this Service Schedule, in addition to those terms defined in the General Conditions, the Mobile Terms and the Mobile Equipment Terms, the following terms and expressions apply:

<b>TERM / EXPRESSION</b>	<b>MEANING</b>
<b>“Mobile Broadband”</b>	means the Mobile Service under which Telefónica enables the Customer to use the internet to send and receive data over the Network using approved Mobile Equipment containing an Telefónica SIM Card; and
<b>“Mobile Terms”</b>	means the Terms applicable to Mobile Services which form part of this Agreement.

**2. MOBILE SERVICE**

Mobile Broadband is a “Mobile Service” and the Mobile Terms will apply to this Service.

**3. SERVICE STANDARDS**

- 3.1 Connection speeds are subject to various factors including network coverage and signal strength and therefore Telefónica can not guarantee that the Customer’s connection will reach any specific speeds.
- 3.2 Use of Mobile Broadband is subject to the Customer using a compatible laptop or mobile handheld device. The Customer is responsible for ensuring they meet minimum system requirements, as specified by Telefónica, in order to use the service.
- 3.3 Data usage can be monitored through the “Connection Manager” software. Data usage is displayed by calendar month and may not match the Customer’s billing period so must be used as guidance only.

**4. CUSTOMER OBLIGATIONS**

- 4.1 The Customer must tell Telefónica immediately upon becoming aware of any improper disclosure of security information or unauthorised use of Mobile Broadband through the Customer’s account.
- 4.2 An excessive usage policy operates and the Customer shall ensure the Mobile Broadband is not used:
  - (a) in, or connected to, any other device excluding a USB modem or data card; or
  - (b) to allow the continuous streaming of any audio/video content, to enable Voice over Internet Protocol (VoIP), to use Peer to Peer (P2P) software or for file sharing.

If Telefónica reasonably suspects the Customer is not acting in accordance with this policy Telefónica shall contact the Customer with its concerns and reserves the right to impose further Charges and/or impose network protection controls which may reduce the Customer's speed of transmission.

**MOBILE SERVICE SCHEDULE  
MOBILE BROADBAND WITH LAPTOP**

The following additional terms and conditions apply to the provision of Mobile Broadband with Laptop.

**1. DEFINITIONS**

In this Service Schedule, in addition to those terms defined in the General Conditions and, the Mobile Terms and the Mobile Equipment Terms, the following terms and expressions apply:

<b>TERM / EXPRESSION</b>	<b>MEANING</b>
<b>“Mobile Broadband with Laptop”</b>	means the Mobile Service under which Telefónica enables the Customer to use the internet to send and receive data over the Network using approved Mobile Equipment containing an Telefónica SIM Card and provides the Customer with laptop(s) and/or mini-laptop(s); and
<b>“Mobile Terms”</b>	means the Terms applicable to Mobile Services which form part of this Agreement.

**2. MOBILE SERVICE**

Mobile Broadband with Laptop is a “Mobile Service” and the Mobile Terms will apply to this Service.

**3. SERVICE STANDARDS**

- 3.1 Connection speeds are subject to various factors including network coverage and signal strength and Telefónica can not guarantee the Customer’s connection to the internet using Mobile Broadband with Laptop will reach any specific speeds.
- 3.2 Use of Mobile Broadband is subject to a compatible laptop or mobile handheld device. Customers are responsible for ensuring they meet minimum system requirements in order to use the service.
- 3.3 Any laptop or mini-laptop supplied by Telefónica as part of the Mobile Broadband with Laptop may be provided with pre-installed software. This may include, but is not limited to, a Microsoft operating system, a virus checker, word processing and similar software and a manufacturer’s recovery program. The Customer is responsible for registering these services upon first use of the laptop. Failure to do so may result in full services not being provisioned.
- 3.4 The Mobile Equipment Terms shall apply to the sale by Telefónica and purchase by the Customer of laptops and USB modems under this Service Schedule.

**4. CUSTOMER OBLIGATIONS**

- 4.1 The Customer must tell Telefónica immediately upon becoming aware of any improper disclosure of security information or unauthorised use of Mobile Broadband with Laptop through the Customer’s account.
- 4.2 An excessive usage policy operates and the Customer shall ensure Mobile Broadband with Laptop is not used:

4.1.1.in, or connected to, any other device excluding a USB modem or data card; or

4.1.2. to allow the continuous streaming of any audio/video content, to enable Voice over Internet Protocol (VoIP), to use Peer to Peer (P2P) software or for file sharing.

If Telefónica reasonably suspects the Customer is not acting in accordance with this policy Telefónica shall contact the Customer with its concerns and reserves the right to impose further Charges and/or impose network protection controls which may reduce the Customer's speed of transmission.

4.3 The Customer shall ensure that the "Telefónica Assistant" and "Telefónica Connection Manager" tools and Telefónica approved virus checker software are retained on all laptops or mini-laptops provided as part of the Mobile Broadband with Laptop for the Minimum Period and any additional period during which the Mobile Services are provided by Telefónica in order to continue to be able to receive a full support service from Telefónica.

## FIXED TERMS

The following additional terms and conditions apply to the provision of the Fixed Services.

### 1 DEFINITIONS

In these Fixed Terms, in addition to the terms defined in the General Conditions, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“CPE”	means all hardware, software, cabling and related facilities provided by the Customer that is used by the Customer in relation to a Fixed Service;
“Fixed Services”	means those Services identified as a “Fixed Service” in the Service Schedules;
“Fixed Terms”	means this document entitled “Fixed Terms”;
“Hull Area”	means the area defined as the ‘Licensed Area’ in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc;
“LAN”	means local area network;
“Telefónica Equipment”	means hardware and other equipment, including Software, which is provided by Telefónica or Telefónica’s suppliers to the Customer under this Agreement;
“Telefónica Representative”	means a representative of Telefónica and which includes a representative of Telefónica’s suppliers;
“Service Level”	means the service level(s) for the relevant Fixed Service as set out in the applicable Service Schedule;
“Site”	means (where applicable) a physical location at which any Telefónica Equipment shall be located and/or to which a Fixed Service shall be provided;
“Territory”	means the United Kingdom but not including the Hull Area, Isle of Man, Isles of Scilly and the Channel Isles; and
“WAN”	means wide area network.

### 2 AVAILABILITY OF FIXED SERVICES

Telefónica will provide the Fixed Services in the Territory.

### 3 CHARGES

3.1 The Charges for Fixed Services detailed in the Commercial Schedule are available subject to the Customer fulfilling all of its commitments as set out in this Agreement.

3.2 The Charges for Fixed Services may be subject to the results of any survey or investigation of the Site carried out by or on behalf of Telefónica.

#### **4 TELEFÓNICA EQUIPMENT**

4.1 Title in the Telefónica Equipment does not pass to the Customer and remains at all times with Telefónica or Telefónica's suppliers.

4.2 The Customer will:

- (a) only use Telefónica Equipment for the purposes of receiving or using the Fixed Services in accordance with this Agreement;
- (b) comply with any instructions provided by Telefónica or an Telefónica Representative from time to time in respect of the Telefónica Equipment;
- (c) be responsible for the Telefónica Equipment when it is on Site and will not move, add to, modify or in any way interfere with the Telefónica Equipment, nor allow anyone else (other than someone authorised by Telefónica) to do so;
- (d) not have the Telefónica Equipment repaired or serviced except as authorised by Telefónica;
- (e) keep the Telefónica Equipment fully insured for risk of loss, theft, destruction, damage and not remove, tamper with and/or obliterate any words or labels on it;
- (f) inform Telefónica if the Telefónica Equipment is lost, stolen or damaged;
- (g) not create or allow any charges, liens, pledges or other encumbrances to be created over the Telefónica Equipment; and
- (h) permit Telefónica, Telefónica Representatives and/or Telefónica's suppliers to inspect or test the Telefónica Equipment at all times on reasonable notice.

4.3 Certain elements of Fixed Services are dependent on the Customer using the Telefónica Equipment. If the Customer does not use the correct Telefónica Equipment, then:

- (a) the Fixed Services may not function correctly;
- (b) Telefónica may choose not to provide the Customer with the relevant Services; and
- (c) Telefónica shall have no liability for the Customer's inability to receive those Services.

#### **5 CPE**

5.1 The Customer shall ensure that any CPE:

- (a) is technically compatible with the Network and the relevant Fixed Service including, without limitation, conforming to any interface specifications and/or routing protocols specified by or on behalf of Telefónica;
- (b) does not harm the Network, Telefónica Equipment or any equipment belonging to a Third Party



- (c) is connected to the Network and the relevant Fixed Service strictly in accordance with the instructions of Telefónica; and
  - (d) is used by the Customer strictly in accordance with any legislation, instructions, safety and security procedures, licences and standards.
- 5.2 If the CPE does not meet the requirements set out in clause 5.1 of these Fixed Terms, the Customer must immediately disconnect the CPE from the Network, the Telefónica Equipment and the Services. Telefónica may disconnect the CPE, at the Customer's expense (providing as much prior notice as reasonably possible to the Customer) in the case of emergency or where the disconnection is required at law.
- 5.3 Certain elements of the Fixed Services are dependent on the Customer having suitable CPE available and in the event that the Customer is unable to provide such CPE, then:
- (a) some of the Fixed Services may not function correctly; and
  - (b) Telefónica shall have no liability for the Customer's inability to receive those Services.
- 5.4 If the Customer asks Telefónica to test the CPE to make sure that it complies with the relevant standards and any licences applicable to the Customer, the Customer must pay Telefónica the applicable Charges set out in the Telefónica Price List.

## **6 SITE PREPARATION, ACCESS AND INSTALLATION**

- 6.1 Where Fixed Services are provided to a Site, the supply of the Fixed Services and any part of them shall be subject to satisfactory results of any survey or other investigation of the Site carried out by or on behalf of Telefónica that Telefónica deems necessary in relation to the Site prior to the supply of the Fixed Services.
- 6.2 Telefónica may in its sole discretion determine that it may not be able to provide the relevant Fixed Services to certain Sites and Telefónica reserves the right to:
- (a) cancel the element of the Fixed Services that cannot be provided and refund any money that the Customer has paid in respect of that element of the Services but continue the provision of the other elements of the Fixed Services; or
  - (b) cancel all Fixed Services ordered by the Customer and refund any money that the Customer has paid.
- 6.3 If Telefónica Equipment is to be installed at a Site to enable Telefónica to supply the Fixed Services, the Customer shall (at its own expense),
- (a) prior to installation:
    - (i) prepare Sites that comply with Telefónica's reasonable instructions;
    - (ii) provide any electricity and telecommunication connection points reasonably required by Telefónica to install the Telefónica Equipment; and
    - (iii) provide any openings in buildings;
  - (b) provide a safe working environment for Telefónica's Representative at the Site;
  - (c) provide a suitable place and conditions for Telefónica Equipment in accordance with the relevant installation standards including providing continuous mains electricity supply and connecting points and/or all necessary trunking, conduits and cable trays;

- (d) permit Telefónica to install and maintain Telefónica Equipment on the Site on reasonable notice;
- (e) provide internal cabling between Telefónica Equipment and any CPE, as appropriate;
- (f) following a request from Telefónica, permit an Telefónica Representative who produces a valid identity card and proof of authorisation from Telefónica such access to the Sites as is reasonably necessary for Telefónica to perform maintenance and installation of Telefónica Equipment and to carry out its obligations in this Agreement, including access to any utilities and power supplies that an Telefónica Representative may reasonably require; and
- (g) obtain whatever consents or permissions as may be necessary for Telefónica to locate Telefónica Equipment on and access the Site, including but not limited to permission for any necessary alterations to buildings or premises, permission to cross land or permission to put the Telefónica Equipment on property.

- 6.4 Telefónica's normal working hours for Site visits are 0800-1700 on Working Days. If the Customer requests and Telefónica agrees to work outside of these hours, the Customer must pay additional Charges.
- 6.5 Telefónica will normally only require access to the Site during the working hours set out in clause 6.4 of these Fixed Terms, but may, on reasonable notice, require the Customer to provide access at other times.
- 6.6 The Customer will notify Telefónica immediately if any limitation to reasonable access to the Telefónica Equipment or Site is likely to occur. Telefónica may charge the Customer for any costs or expenses incurred as a result of Telefónica Representatives being unable to access the Site at the agreed time. The Charges may include the payment of Charges for the Services as if they had commenced, irrespective of whether that is the case.
- 6.7 Telefónica will not be liable for any breach of this Agreement (including, without limitation, the Service Levels) to the extent that any failure by Telefónica to perform its obligations is as a result of Telefónica's Representative not being granted access to any Site by the Customer or a failure of the Customer to fulfil its obligations under this Agreement.
- 6.8 The Customer and Telefónica agree to look after each other's equipment on the Site. Telefónica shall have no liability for faults arising in the Telefónica Equipment or interruption in the provision of Services caused by failures in the power supply, except where such power supply failure is directly caused by Telefónica.
- 6.9 Telefónica Representatives will observe the Customer's reasonable Site regulations as previously notified in writing to Telefónica, although Telefónica will not be liable for any breach of this Agreement arising out of any conflict between any Site regulations and this Agreement.
- 6.10 Telefónica Representatives accessing the Customer's premises will comply with all relevant applicable laws relating to health and safety.
- 6.11 The Customer is responsible for making the Site good after any work undertaken by Telefónica at the Site, including putting items back and for redecorating.
- 6.12 This clause 6 shall apply following termination of the Agreement to the extent required for Telefónica to disconnect and remove any Telefónica Equipment from the premises.

## **7 SERVICE LEVELS**

- 7.1 Telefónica will provide the Fixed Services in accordance with the relevant Service Levels, from the applicable Service Commencement Date.

- 7.2 The Service Levels set out in a specific Service Schedule apply solely to the Fixed Services covered under that Service Schedule and not any other Services provided under this Agreement.
- 7.3 In the event that a fixed level of compensation is provided for in relation to a failure to meet a Service Level, such fixed level of compensation will be the sole and exclusive remedy available to the Customer and Telefónica's sole liability for any failure to meet such Service Level. Where Telefónica has provided a Service Level target only and there is no compensation entitlement specified for a failure to meet the Service Level, Telefónica will use reasonable endeavours to comply with such Service Levels but such Service Levels are targets only and Telefónica has no contractual liability for any failure to meet such Service Levels.
- 7.4 The Customer acknowledges that only those performance measures produced by or on behalf of Telefónica will be used for assessing Telefónica's performance against the Service Levels.
- 7.5 Where Telefónica requests any information from the Customer, a User or a relevant Third Party associated with the Customer or User, the number of whole or part hours taken for the relevant Customer, User or Third Party to provide such information to Telefónica will be added to the timescales relating to the Service Levels.
- 7.6 Telefónica will not be liable for any failure to meet a Service Level if:
- (a) the failure by Telefónica is due to the Customer's own network or CPE or any other network (including but not limited to the Internet) or equipment outside the Network;
  - (b) the Customer is in breach of any part of the Agreement that affects Telefónica's ability to comply with the Service Level;
  - (c) through no fault of its own or because of circumstances beyond its reasonable control, Telefónica is unable to carry out any necessary work at, or gain access to the Site or the Customer fails to agree an appointment date or work is aborted;
  - (d) the Customer and Telefónica agree a different timescale for performance of a Service Level;
  - (e) through no fault of its own, Telefónica is unable or is waiting to obtain any necessary permissions or consents required in connection with the performance of a particular Service Level;
  - (f) the failure is because reasonable assistance is required by Telefónica from the Customer, a User or a relevant Third Party associated with the Customer or User and such assistance is not provided within the required timescale, or if not timescale is specified, such assistance is not provided promptly;
  - (g) the failure is due to a matter outside of Telefónica's reasonable control, including where a fault is caused by the Customer or a Third Party;
  - (h) the failure is due to an inaccurate order being submitted by the Customer where such inaccuracy materially contributes to the failure by Telefónica;
  - (i) the failure is due to any suspension of the Services in accordance with clause 13 of the General Conditions;
  - (j) the failure is due to the failure of any Supplier systems upon which Telefónica is reliant to meet the Service Levels (not including the Network);
  - (k) the failure is due to the application of the geographic number porting process in accordance with that process; or

- (l) the failure is because an ancillary product is required or is caused by the presence of an incompatible product or service.

**8 PROVIDING THE SERVICES BY NON-STANDARD MEANS**

8.1 If Telefónica would incur unusual or additional costs in providing the Fixed Services to a Site, Telefónica shall be entitled, on providing written notice to the Customer and with the Customer’s agreement, to increase the Charges by the amount of such costs. The Customer may request information specifying the basis for the additional Charges.

8.2 Where, in order to meet the Customer’s requirements:

- (a) Telefónica considers it appropriate to provide the Fixed Services, wholly or in part, by non-standard means or at substantially greater expense than Telefónica normally incurs, so that Telefónica’s standard tariffs would be inappropriate; or
- (b) at the Customer’s request, the Fixed Services are provided at greater expense by reason of the type of materials used, the length, or the manner of installation, than Telefónica normally incurs,

Telefónica may determine, in addition to any standard Charges payable, a supplementary Charge in relation to the relevant order for the Fixed Services and Telefónica will notify the Customer in writing of any such Charge. Where such Charge is notified to the Customer, the Customer may cancel the relevant Fixed Services within 14 days of the written notice.

8.3 A supplementary Charge determined by Telefónica in accordance with clauses 8.1 and/or 8.2 of these Fixed Terms may be in addition to, or instead of, any applicable standard rates of rental and/or other Charges for the Fixed Services.

8.4 Where Fixed Services are provided by non-standard means, Telefónica may determine in an individual case that it is necessary or appropriate that special terms and conditions will apply in addition to, or instead of, any terms and conditions under this Agreement and Telefónica will notify the Customer in writing of any such special terms and conditions. Where such special terms and conditions are notified to the Customer, the Customer may cancel the relevant Fixed Services within 14 days of the written notice. If there is any conflict between the special terms and conditions notified in accordance with this clause 8.4 and the Agreement, the special terms and conditions will prevail.

8.5 For the avoidance of doubt, any supplementary Charge or special terms and conditions notified in accordance with this clause will not constitute a variation to this Agreement for the purposes of clause 12 of the General Conditions.

**9 FAULT RESPONSE**

9.1 Unless provided otherwise in a Service Schedule, Telefónica shall provide fault response in accordance with the following fault response options:

<b>Level 2</b>	
<b>Working hours</b>	<b>Fault reporting</b>
The working hours for this fault response level are 8.00am to 6.00pm Monday–Saturday excluding UK public and bank holidays.	Faults may nevertheless be reported 24 hours a day, 7 days a week (including UK public and bank holidays). Where a fault is reported outside of the working hours for this fault response level, the fault will be treated as if it has been reported at 8.00am on the next working day for this fault

	response level. Work will normally only be carried out during the working hours for this fault response level.
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<b>Level 3</b>	
<b>Working hours</b>	<b>Fault reporting</b>
The working hours for this fault response level are 7.00am to 9.00pm Monday–Friday, 8.00am to 6.00pm Saturday, Sunday and UK public and bank holidays.	Faults may nevertheless be reported 24 hours a day, 7 days a week (including UK public and bank holidays). Where a fault is reported outside of the working hours for this fault response level, the fault will be treated as if it has been reported at 8.00am on the next working day for this fault response level (including public and bank holidays). Work will normally only be carried out during the working hours for this fault response level.

<b>Level 4</b>
The working hours for this fault response level are 24 hours a day Monday–Sunday including UK public and bank holidays.

- 9.2 Unless otherwise agreed by the parties, the default fault response option set out in the relevant Service Schedule will apply.
- 9.3 The Customer can request a faster repair service (“**Expedite Repair**”). Expedite Repair is a service whereby the Customer can request a quicker response/fix on a per occasion basis against any fault response option. Charges will apply for Expedite Repair.
- 9.4 If the Customer reports a fault and Telefónica finds that there is no fault or that the fault was caused by the Customer, the Customer must pay the Charges for any work at the relevant rate.

**10 Telefónica SUPPLIERS**

- 10.1 The Customer acknowledges and agrees that Telefónica may use suppliers to supply the Fixed Services and/or Telefónica Equipment and carry out Telefónica’s obligations. The Customer will give all such reasonable assistance and access to such suppliers as if they were employees of Telefónica.
- 10.2 The Customer acknowledges and agrees that Telefónica may use and share the Customer’s details (including those of its Users) with Telefónica’s suppliers for the purposes of meeting Telefónica’s obligations under this Agreement. The Customer acknowledges and agrees that Telefónica’s suppliers may contact the Customer directly.
- 31.1 Telefónica may, without prejudice to its other rights hereunder, suspend or terminate a Fixed Service if an Telefónica supplier suspends or terminates the provision of services to Telefónica and

Telefónica is unable to find a replacement Supplier. Telefónica will provide as much notice as is reasonably possible.

## **11 OTHER CUSTOMER OBLIGATIONS**

- 11.1 The Customer must provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over the WAN connections using the Fixed Services.
- 11.2 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 11.3 Except as expressly set out in this Agreement, Telefónica will not be required to integrate or interface the Fixed Services with any of the Customer's services, technologies, products or CPE.

## **12 SUSPENSION OR TERMINATION OF A FIXED SERVICE**

- 12.1 Telefónica may terminate the supply of a Fixed Service without any liability if the Customer does not agree to vary the Charges in accordance with clause 8.1 of these Fixed Terms.
- 12.2 Telefónica may suspend or terminate a Fixed Service where the number allocated to the Fixed Service is advertised in or on a BT phone box without BT's consent.

## **FIXED SERVICE SCHEDULE LANDLINE SERVICE**

The following additional terms and conditions apply to the provision of the Landline Service.

### **1 DEFINITIONS**

In this Service Schedule, in addition to those terms defined in the General Conditions and the Fixed Terms the following terms and expressions apply:

<b>TERM / EXPRESSION</b>	<b>MEANING</b>
<b>“Another Service Provider”</b>	means a provider of telecommunications services, other than Telefónica within the United Kingdom;
<b>“Calls Service”</b>	means the outbound calling service that supports direct dial voice calls to geographic numbers, mobile numbers, non geographic numbers, premium rate numbers, international direct dial numbers, the emergency services and the operator. This service does not support other types of communication, including, but not limited to, transfers of GSM data, wifi data, SMS, MMS and GPRS;
<b>“Failure of the Landline Service”</b>	means the continuous total loss of the ability to use the Landline Service;
<b>“Landline Bolt Ons”</b>	means such other services as may be provided by Telefónica on the Landline Service, including but not limited to call management services;
<b>“Landline Service”</b>	means the service described in paragraph 2;
<b>“Multi-line Landline”</b>	means a multi-line analogue installation that terminates on a line box or a NTTTP (network telephony terminating point). It comprises of a main line and up to 199 auxiliary lines with a single number;
<b>“PSTN”</b>	means a public switched telephone network being the international telephone system based on copper wires, which carry analogue voice data; and
<b>“Single Landline”</b>	means a single analogue line that terminates on a line box or a NTTTP (network telephony terminating point).

### **2 LANDLINE SERVICE**

2.1 The Landline Service consists of the provision of:

- (a) a Single Landline or a Multi Line Landline; and
- (b) the Calls Service.

2.2 The Landline Service is provided using premium landlines. At the Customer’s request, Telefónica will arrange for directory enquiry entries and entries in the relevant BT residential directory or relevant BT business directory for premium landline.

2.3 The Customer shall not have a carrier pre-select service with Another Service Provider in conjunction with the Landline Service. The Landline Service will not be available to the Customer where the Customer has an existing carrier pre-select service.

### 3 FIXED SERVICE

The Landline Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

### 4 LANDLINE BOLT ONS

- 4.1 The Landline Bolt Ons are set out in the Appendix to this Service Schedule. Further description of these Landline Bolt Ons can be found on the Telefónica Price List.
- 4.2 Some Landline Bolt Ons are not available in conjunction with other Landline Bolt Ons.
- 4.3 The availability of Landline Bolt Ons is dependant on the telephone exchange type which serves the User.

### 5 NUMBERS

- 5.1 Telefónica will allocate to the Customer a telephone number for the Landline Service. Unless otherwise agreed by the parties, the allocated number will be the next available number in the number range.
- 5.2 Where the Customer wants to retain its existing telephone number and such number is not connected to the Network, additional migration work may be required. The Customer will provide Telefónica with any information required by Telefónica. Telefónica will have no responsibility for any delays (including for any liability for failure to meet Service Levels) in the commencement of the Landline Service due to delay caused by the migration of the Customer’s existing telephone number.

### 6 CPE

CPE can only be connected to the Network for the Landline Service using a BT main telephone socket or approved connection point.

### 7 FAULT RESPONSE

The default fault response option for the Landline Service is Level 2.

### 8 TERMINATION OF THE LANDLINE SERVICE

- 8.1 Where Telefónica’s supplier receives a valid order which relates to the line on which the Landline Service is provided from another telecommunications provider:
  - (a) the Customer will be deemed to have provided notice of termination of a Landline Service in accordance with clause 14.1 of the General Conditions with the exception that the 30 days’ notice set out in clause 14.1 of the General Conditions may not apply; and
  - (b) Telefónica will terminate the Landline Service in accordance with the standard industry practices.

### 9 SERVICE LEVELS - TARGETS

#### Provision new installation

- 9.1 Telefónica will aim to install new Landline Services in accordance with the target Service Levels set out below:

New Installations	Target Service Level from Telefónica’s acceptance of an order (Working Days)
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- 9.2 Telefónica will have all provision new supply orders completed and available for use by midnight on the date notified to the Customer by Telefónica or on a later date agreed by both parties.

**Provision transfer orders**

- 9.3 Telefónica will have all provision transfer orders completed and available to use by midnight on the date notified to the Customer by Telefónica or on a later date agreed by both parties.

**Fault Response**

- 9.4 Telefónica will clear a Failure of the Landline Service:

- (a) if the Customer has Level 2 fault response, by the later of:
  - (i) 23.59 hours on the day (excluding Sundays, UK public and bank holidays) following the day on which the fault is treated as being reported in accordance with the Level 2 fault response; and
  - (ii) 23.59 hours on the appointment date agreed by both parties;
- (b) if the Customer has Level 3 fault response, by the later of:
  - (i) 23.59 hours on the same day if the fault is treated as being reported in accordance with the Level 3 fault response on or before 12.59 hours; or no later than 12.59 hours on the next day if the fault is reported after 12.59 hours but within the working hours for the Level 3 fault response; and
  - (ii) 23.59 hours on the appointment date agreed by both parties;
- (c) if the Customer has Level 4 fault response, by the later of:
  - (i) 6 hours from the fault report being received by Telefónica; or
  - (ii) 23.59 hours on the appointment date agreed by both parties.

**10 SERVICE LEVELS - COMPENSATION**

If Telefónica fails to supply the Landline Service by the Target Delivery Date in accordance with paragraphs 9.2 and 9.3, the Customer shall be entitled to an amount equal to one month's line rental charge per affected Landline Service.

**APPENDIX**  
**LANDLINE BOLT ONS**

*The following Landline Bolt Ons are pre-provisioned on the Landline Service*

<b>Landline Bolt Ons</b>	<b>Single Line</b>	<b>Multi Line (First Line)</b>	<b>Multi Line (Aux Line)</b>
1471 and Call Return	Y	N	N
Reminder Call	Y	N	N
Ring Back	Y	N	N
Three Way Calling	Y	N	N
Withhold Number '141'	Y	Y	Y
Caller Display	Y	Y	As per first line
Selective Call Barring (Telefónica Controlled)	Y	Y	Y
Call Diversion (Customer Controlled)	Y	Y	As per first line
Call Minder Custom	Y	Y	As per first line
Call Sign	Y	N	N
Call Waiting	Y	N	N
Smart Divert	Y	Y	As per first line

*The following Landline Bolt Ons are non-standard Landline Bolt Ons that can be provisioned on the Landline Service*

<b>Landline Bolt Ons</b>	<b>Single Line</b>	<b>Multi Line (First Line)</b>	<b>Multi Line (Aux Line)</b>
Anonymous Call Rejection (ACR)	Y	Y	As per first line
Bar Use of 141 Withhold Number	Y	Y	As per first line
Bar Use of 1470 Release Number	Y	Y	As per first line
Bar Use of Call Return (1471)	Y	Y	As per first line
Call Barring (Customer Controlled)	Y	Y	As per first line
Call Barring - Indirect Access (Telefónica Controlled)	Y	Y	Y
Bypass number	Y	Y	N
Call Diversion (Telefónica Controlled)	Y	Y	As per first line
Remote Call Forwarding (Telefónica Controlled)	Y	Y	As per first line
Called Party Answer	Y	Y	As per first line

Choose to Refuse (CTR)	Y	N	N
Direct Connect	Y	N	N
Permanent Call Barring (per line)	Y	Y	Y
Presentation Number	Y	Y	As per first line
Reminder Call	Y	N	N
Ring Back	Y	N	N
Ring Back Inhibit	Y	N	N
Smart Divert with Bypass Number	Y	Y	As per first line
Three Way Calling	Y	N	N
Caller Redirect	Y	Y	As per first line

## **FIXED SERVICE SCHEDULE ISDN 2 SERVICE**

The following additional terms and conditions apply to the provision of the ISDN 2 Service.

### **1 DEFINITIONS**

In this Service Schedule, in addition to those terms defined in the General Conditions and the Fixed Terms the following terms and expressions apply:

<b>TERM / EXPRESSION</b>	<b>MEANING</b>
<b>“Another Service Provider”</b>	means a provider of telecommunications services, other than Telefónica within the United Kingdom;
<b>“Calls Service”</b>	means the outbound calling service that supports direct dial voice calls to geographic numbers, mobile numbers, non geographic numbers, premium rate numbers, international direct dial numbers, the emergency services and the operator. This service does not support other types of communication, including, but not limited to, transfers of GSM data, wifi data, SMS, MMS and GPRS;
<b>“Failure of the ISDN 2 Service”</b>	means the continuous total loss of the ability to use the ISDN 2 Service;
<b>“ISDN 2 Bolt Ons”</b>	means such other services as may be provided by Telefónica on the ISDN 2 Service, including but not limited to call management services;
<b>“ISDN Line”</b>	means an integrated services digital network telephone line; and
<b>“ISDN 2 Service”</b>	means the service described in paragraph 2.

### **2 THE ISDN 2 SERVICE**

2.1 The ISDN 2 Service comprises:

- (a) an ISDN Line with two x 64Kbits channels for inbound and outbound voice and data services and one x 16Kbits channel for signalling; and
- (b) the Calls Service.

2.2 There are two variants of the ISDN 2 Service available:

- (a) ISDN2e standard – ISDN2e standard is configured as point-to-multipoint (no T-ref) installation so that it can support multi-subscriber numbers; and
- (b) ISDN2e system – ISDN2e system allows more than one ISDN2e standard to be linked together to create a multi-line installation with 4,6,8 etc. channels. ISDN2e system is configured as point-to-point (T-ref) installation so that it can support DDIs.

2.3 The signalling for the ISDN 2 Service conforms to ETSI ISDN2e standard for connection to approved equipment.

2.4 The ISDN Line terminates at the network terminating point.

2.5 The Customer shall not have a carrier pre-select service with Another Service Provider in conjunction with the ISDN 2 Service. The ISDN 2 Service will not be available to the Customer where the Customer has an existing carrier pre-select service.

### **3 FIXED SERVICES**

The ISDN 2 Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

### **4 AVAILABILITY**

4.1 The ISDN 2 Service is not available on:

- (a) the following BT services:
  - (i) FeatureNet;
  - (ii) Light User;
  - (iii) Analogue DDI;
  - (iv) BT Basic;
  - (v) BT Payphone lines;
  - (vi) switched multimegabit data service (SMDS) products;
  - (vii) VPN FeatureNet services;
- (b) private circuits; and
- (c) other services as may be identified by Telefónica from time to time.

### **5 ISDN 2 BOLT ONS**

5.1 The ISDN 2 Bolt Ons are set out in the Appendix to this Service Schedule. Further description of these ISDN 2 Bolt Ons can be found on the Telefónica Price List.

5.2 Some ISDN 2 Bolt Ons are not available in conjunction with other ISDN 2 Bolt Ons.

5.3 The availability of the ISDN 2 Bolt Ons is dependant on the telephone exchange type which serves the User.

### **6 NUMBERS**

6.1 Telefónica will allocate the Customer numbers for each ISDN Line. These will be the next available numbers in the number range and the Customer can not request a memorable number.

6.2 ISDN2e standard can have up to 10 MSNs (Multi Subscriber Numbers) associated.

6.3 ISDN2e system supports up to 5 DDI ranges. All numbers in all ranges will have the same service profile for ISDN2e system.

6.4 A Single number DDI (SNDDI) is provided as an individual number DDI range. A maximum of 5 SNDDI – which includes the main number - can be provided on an ISDN2e system.

6.5 Where the Customer wants to retain its existing telephone number and such number is not connected to the Network, additional migration work may be required. The Customer will provide

Telefónica with any information required by Telefónica and Telefónica will have no responsibility for any delays in the commencement of the Services due to delay caused by the migration of the Customer's existing telephone number (including for any liability for failure to meet Service Levels).

- 6.6 At the Customer's request, Telefónica will arrange for the Customer's telephone number to be included within directory enquires and in the relevant BT telephone book for the area.

## **7 CPE**

- 7.1 CPE can only be connected to the Network for the ISDN 2 Service using an approved connection point.

- 7.2 CPE that does not conform cannot be plugged directly into the ISDN Line and will need to be connected via an ISDN 2 terminal adapter.

## **8 FAULT RESPONSE**

- 8.1 The default fault response option for the ISDN 2 Service is Level 2.

## **9 TERMINATION OF THE ISDN 2 SERVICE**

- 9.1 Where Telefónica's supplier receives a valid order which relates to the line on which the ISDN 2 Service is provided from another telecommunications provider:

- (a) the Customer will be deemed to have provided notice of termination of the ISDN 2 Service in accordance with clause 14.1 of the General Conditions with the exception that the 30 days' notice set out in clause 14.1 of the General Conditions may not apply; and
- (b) Telefónica will terminate the ISDN 2 Service in accordance with the standard industry practices.

## **10 SERVICE LEVEL TARGETS**

### **Provision new installation**

- 10.1 Telefónica will aim to install new ISDN 2 Services in accordance with the target Service Levels set out below:

<b>New Installations</b>	<b>Target Service Level from Telefónica's acceptance of an order (Working Days)</b>
ISDN 2	7 – 22

- 10.2 Telefónica will have all provision new supply orders completed and available for use by midnight on the date notified to the Customer by Telefónica or on a later date agreed by both parties.

### **Provision transfer orders**

- 10.3 Telefónica will have all provision transfer orders completed and available to use by midnight on the date notified to the Customer by Telefónica or on a later date agreed by both parties.

### **Fault Response**

10.4 Telefónica will clear a Failure of the ISDN 2 Service:

- (a) if the Customer has Level 2 fault response, by the later of:
  - (i) 23.59 hours on the day (excluding Sundays, UK public and bank holidays) following the day on which the fault is treated as being reported in accordance with the Level 2 fault response; and
  - (ii) 23.59 hours on the appointment date agreed by both parties;
- (b) if the Customer has Level 3 fault response, by the later of:
  - (i) 23.59 hours on the same day if the fault is treated as being reported in accordance with the Level 3 fault response on or before 12.59 hours; or no later than 12.59 hours on the next day if the fault is reported after 12.59 hours but within the working hours for the Level 3 fault response; and
  - (ii) 23.59 hours on the appointment date agreed by both parties;
- (c) if the Customer has Level 4 fault response, by the later of:
  - (i) 6 hours from the fault report being received by Telefónica; or
  - (ii) 23.59 hours on the appointment date agreed by both parties.

**11 SERVICE LEVELS COMPENSATION**

If Telefónica fails to supply the ISDN 2 Service by the Target Delivery Date in accordance with paragraphs 10.2 and 10.3, the Customer shall be entitled to an amount equal to one month's line rental charge per affected ISDN 2 Line.

**APPENDIX  
ISDN 2 BOLT ONS**

*The following ISDN 2 Bolt Ons are standard ISDN 2 Bolt Ons that can be provisioned on the ISDN 2 Service*

<b>ISDN Bolt On</b>	<b>ISDN2e Standard</b>	<b>ISDN2e System</b>
Multi Subscriber Numbering – MSN	Y	N
DDI (Direct Dial In)	N	Y
SNDDI (Single Number Direct Dial In)	N	Y
Call Forwarding (Customer Controlled)	Y	Y
Call Forwarding (Telefónica Controlled)	Y	Y
Calling Line Identity Presentation (CLIP)	Y	Y
Calling Line Identity Restriction (CLIR)	Y	Y
Call Waiting and Call Hold	Y	N
Call Deflection	Y	Y

Presentation Number	Y	Y
Permanent Call Barring (Telefónica Controlled)	Y	Y
Sub Addressing - 20 Octet	Y	Y
Selective Call Barring (Telefónica Controlled)	Y	Y

*The following ISDN 2 Bolt Ons are non-standard ISDN 2 Bolt Ons that can be provisioned on the ISDN 2 Service*

<b>ISDN Bolt On</b>	<b>ISDN2e Standard</b>	<b>ISDN2e System</b>
Anonymous Call Reject (ACR)	Y	Y
Connected Line Identity Presentation (COLP)	Y	Y
Connected Line Identity Restriction (COLR)	Y	Y
Digits to Switch	Y	Y
Terminal Portability	Y	N
Caller Redirect	Y	Y
Busy Out Line (BOL)	Y	Y
Temporary Call Diversion (TCD)	Y	Y



## FIXED SERVICE SCHEDULE ISDN 30 SERVICE

The following additional terms and conditions apply to the provision of the ISDN 30 Service.

### 1 DEFINITIONS

In this Service Schedule, in addition to those terms defined in the General Conditions and the Fixed Terms the following additional terms and expressions apply:

TERM / EXPRESSION	MEANING
<b>“Another Service Provider”</b>	means a provider of telecommunications services, other than Telefónica within the United Kingdom;
<b>“Calls Service”</b>	means the outbound calling service that supports direct dial voice calls to geographic numbers, mobile numbers, non geographic numbers, premium rate numbers, international direct dial numbers, the emergency services and the operator. This service does not support other types of communication, including, but not limited to, transfers of GSM data, wifi data, SMS, MMS and GPRS;
<b>“Failure of the ISDN 30 Service”</b>	means the continuous total loss of the ability to use the ISDN 30 Service;
<b>“ISDN 30 Bolt Ons”</b>	means such other services as may be provided by Telefónica on the ISDN Line, including but not limited to call management services;
<b>“ISDN Line”</b>	means an integrated services digital network telephone line; and
<b>“ISDN 30 Service”</b>	means the service described in paragraph 2.

### 2 THE ISDN 30 SERVICE

2.1 The ISDN 30 Service comprises:

- (a) an ISDN Line with up to 30 x 64 Kbits channels for inbound and outbound voice and data services and 2 x 64 Kbits channel for signalling and maintenance; and
- (b) the Calls Service.

2.2 There are two variants of the ISDN 30 Service:

- (a) ISDN30e - ISDN30e terminates at a G704 (RJ45) interface for connection to the Customer's ISPBX or other equipment; and
- (b) ISDN30 DASS - ISDN30 DASS terminates at a G703 interface for connection to the Customer's ISPBX or other equipment.

2.3 The signalling for the ISDN 30 Service conforms to ETSI Q.931 standard for ISDN30e and DASS2 (Digital Access Signalling System Number 2) for ISDN30 DASS for connection to approved equipment.

- 2.4 The ISDN 30 Service supports up to 5 DDI ranges. All numbers in all ranges will have the same service profile for ISDN30e, where as ISDN DASS can have different service profiles on different channels.
- 2.5 A Single number DDI (SNDDI) is provided as an individual number DDI range. A maximum of 5 SNDDI – which includes the main number - can be provided on an ISDN30e. SNDDI is not supported from ISDN30 DASS.
- 2.6 The Customer shall not have a carrier pre-select service with Another Service Provider in conjunction with the ISDN 30 Service. The ISDN 30 Service will not be available to the Customer where the Customer has an existing carrier pre-select service.

### **3 FIXED SERVICES**

The ISDN 30 Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

### **4 AVAILABILITY**

4.1 The ISDN 30 Service is not available on:

- (a) the following BT services:
  - (i) FeatureNet;
  - (ii) Light User;
  - (iii) Analogue DDI;
  - (iv) BT Basic;
  - (v) BT Payphone lines;
  - (vi) switched multimegabit data service (SMDS) products;
  - (vii) VPN FeatureNet services;
- (b) private circuits; and
- (c) such other services as may be identified by Telefónica from time to time.

### **5 ISDN 30 BOLT ONS**

- 5.1 The ISDN 30 Bolt Ons are set out in the Appendix to this Service Schedule. Further description of these ISDN 30 Bolt Ons can be found on the Telefónica Price List.
- 5.2 Some ISDN 30 Bolt Ons are not available in conjunction with other ISDN 30 Bolt Ons.
- 5.3 The availability of the ISDN 30 Bolt Ons is dependant on the telephone exchange type which serves the User.

## 6 NUMBERS

- 6.1 Telefónica will allocate the Customer numbers for each ISDN Line. These will be the next available numbers in the number range and the Customer can not request memorable numbers. Up to 5 DDI ranges can be provided for each ISDN Line.
- 6.2 Where the Customer wants to retain its existing telephone number and such number is not connected to the Network, additional migration work may be required. The Customer will provide Telefónica with any information required by Telefónica and Telefónica will have no responsibility for any delays in the commencement of the Services due to delay caused by the migration of the Customer's existing telephone number (including any liability for failure to meet Service Levels).
- 6.3 At the Customer's request, Telefónica will arrange for the Customer's phone number to be included within directory enquires and in the relevant BT telephone book for the area.

## 7 CPE

CPE can only be connected to the Network for the ISDN 30 Service using an approved connection point.

## 8 FAULT RESPONSE

- 8.1 The default fault response option for the ISDN 30 Service is Level 2.

## 9 TERMINATION OF THE ISDN 30 SERVICE

- 9.1 Where Telefónica's supplier receives a valid order which relates to the line on which the ISDN 30 Service is provided from another telecommunications provider:
- (a) the Customer will be deemed to have provided notice of termination of the ISDN 30 Service in accordance with clause 14.1 of the General Conditions with the exception that the 30 days' notice set out in clause 14.1 of the General Conditions may not apply; and
  - (b) Telefónica will terminate the ISDN 30 Service in accordance with the standard industry practices.

## 10 SERVICE LEVEL TARGETS

### Provision new installation

- 10.1 Telefónica will aim to install new ISDN 30 Services in accordance with the target Service Levels set out below:

<b>New Installations</b>	<b>Target Service Levels from Telefónica's acceptance of an order (Working Days)</b>
ISDN 30	21

- 10.2 Telefónica will have all provision new supply orders completed and available for use by midnight on the date notified to the Customer by Telefónica or on a later date agreed by both parties.

### **Provision transfer orders**

- 10.3 Telefónica will have all provision transfer orders completed and available to use by midnight on the date notified to the Customer by Telefónica or on a later date agreed by both parties.

### **Fault response**

- 10.4 Telefónica will clear a Failure of the ISDN 30 Service:
- (a) if the Customer has Level 2 fault response, by the later of:
    - (ii) 23.59 hours on the day (excluding Sundays, UK public and bank holidays) following the day on which the fault is treated as being reported in accordance with the Level 2 fault response; and
    - (ii) 23.59 hours on the appointment date agreed by both parties;
  - (b) if the Customer has Level 3 fault response, by the later of:
    - (i) 23.59 hours on the same day if the fault is treated as being reported in accordance with the Level 3 fault response on or before 12.59 hours; or no later than 12.59 hours on the next day if the fault is reported after 12.59 hours but within the working hours for the Level 3 fault response; and
    - (iii) 23.59 hours on the appointment date agreed by both parties;
  - (c) if the Customer has Level 4 fault response, by the later of:
    - (i) 6 hours from the fault report being received by Telefónica; or
    - (ii) 23.59 hours on the appointment date agreed by both parties.

## **11 SERVICE LEVELS - COMPENSATION**

If Telefónica fails to supply the ISDN 30 Service by the Target Delivery Date in accordance with paragraphs 10.2 and 10.3, the Customer shall be entitled to an amount equal to one month's rental charge per channel per affected channel, excluding any additional services.

**APPENDIX  
ISDN 30 BOLT ONS**

*The following ISDN 30 Bolt Ons are standard ISDN 30 Bolt Ons that can be provisioned on the ISDN 30 Service*

<b>ISDN30 Bolt On</b>	<b>ISDN30e</b>	<b>ISDN30 DASS</b>
Call Forwarding (Telefónica Controlled)	Y	N
Calling Line Identity Presentation (CLIP)	Y	Y
Calling Line Identity Restriction (CLIR)	Y	Y
Call Deflection	Y	N
Permanent Call Barring (Telefónica Controlled)	Y	Y
Presentation Number	Y	Y
Selective Call Barring (Telefónica Controlled)	Y	Y
Sub Addressing - 6 Octet	N	Y
Sub Addressing - 20 Octet	Y	N

*The following ISDN 30 Bolt Ons are non-standard ISDN 30 Bolt Ons that can be provisioned on the ISDN 30 Service*

<b>ISDN30 Bolt On</b>	<b>ISDN30e</b>	<b>ISDN30 DASS</b>
Anonymous Call Reject (ACR)	Y	Y
Call Barring (Customer Controlled)	N	Y
Call Barring – Indirect Access (Telefónica Controlled)	Y	Y
Call Diversion (Telefónica Controlled)	Y	Y
Call Diversion (Customer Controlled)	Y	N
Call Forwarding (Customer Controlled)	Y	Y
Channel Busy (Customer Controlled)	N	Y
Connected Line Identity Presentation (COLP)	Y	N
Connected Line Identity Restriction (COLR)	Y	Y
Caller Redirect	Y	Y
Temporary Call Diversion (TCD)	Y	Y

## **FIXED SERVICE SCHEDULE CALLS ONLY SERVICE**

The following additional terms and conditions apply to the provision of the Calls Only Service.

### **1 DEFINITIONS**

In this Service Schedule, in addition to those terms defined in the General Conditions and the Fixed Terms the following terms and expressions apply:

<b>TERM / EXPRESSION</b>	<b>MEANING</b>
<b>“Another Service Provider”</b>	means a provider of telecommunications services, other than Telefónica within the United Kingdom; and
<b>“Calls Only Service”</b>	means the service described in paragraph 2.

### **2 CALLS ONLY SERVICE**

2.1 The Calls Only Service is an outbound calling service that allows customers to make direct dialled calls both in the United Kingdom and overseas.

2.2 The Calls Only Service supports voice calls to UK geographic numbers, mobile numbers, non-geographic numbers, premium rate numbers, international direct dial numbers, the emergency services and the operator. The Calls Only Service does not support other types of communication, including, but not limited to, transfers of GSM data, wifi data, SMS, MMS and GPRS.

### **3 FIXED SERVICE**

The Calls Only Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

### **4 AVAILABILITY**

4.1 The Customer must have and maintain a fixed line with another operator, which is maintained by BT. If the line is provided by Another Service Provider that is not BT, then the Customer will need to ensure that the existing operator has not barred another operator from taking a “calls only” service.

4.2 The Calls Only Service is not available on:

- (a) the following BT services:
  - (i) Bill Direct;
  - (ii) FeatureNet;
  - (iii) FeatureLine; and
  - (iv) Low User Scheme;
  - (v) BT In-contact Plus;
  - (vi) temporarily out of service lines;

- (vii) outgoing calls barred lines; and
- (viii) other services as may be identified by Telefónica from time to time.

## **5. USE OF CALLS ONLY SERVICE**

- 5.1. The Customer will remain solely responsible for paying all charges levied by Another Service Provider in respect of the fixed line.
- 5.2. Telefónica has no responsibility for any limitations on the network of Another Service Provider which may affect provision of the Calls Only Service.
- 5.3. Telefónica may be unable to provide the Calls Only Service from time to time, for reasons including, but not limited to, Another Service Provider's processes, technical limitations in fixed networks, network outages and/or physical, meteorological or geographical conditions. Telefónica will not be liable where it is unable to provide the Calls Only Service in these circumstances.

## **6. FAULT RESPONSE**

- 6.1. There is no fault response option for the Calls Only Service.
- 6.2. Any faults or any nuisance calls should be reported to the fixed line provider.