

Mason Information Technologies Limited

Terms & Conditions for Fixed Line Services

Definitions

“**The Act**” is defined as the Telecommunications Act 1984 and amendments to The Act that may be made from time to time.
“**Service(s)**” is/are defined as any Mason Information Technologies Ltd product literature and publications.
“**Customer**” is defined as the organisation or individual named in the Agreement.
“**Usage Charges**” are defined as the charges for connection, line rental and usage of services as listed and described in Mason Information Technologies Ltd product literature and publications.
“**Agreement**” is defined as the “**Fixed Line Services Agreement**”. This Agreement consists of this document and all other supporting product annexes that are referred to in the Agreement.
“**MIT**” is defined as Mason Information Technologies Ltd.

1. Services

1.1 MIT undertakes to provide the Customer with the Service(s) detailed on the Agreement and in all other supporting product annexes that relate to that Agreement.

1.2 MIT undertakes to exercise appropriate care in the provisioning of, operation of and maintenance of the Service(s) offered and warrants the fitness of these Service(s) for purpose.

2. Products & Services

2.1 The products and services covered by this Agreement include, but are not limited to, Low Cost Calls, Low Cost Calls & Line Rental, Business Numbers, Calling Cards, Internet Connectivity Services, Private Circuits and Data Connectivity.

3. Term

3.1 The Agreement will commence on written acceptance by MIT, or Connection, whichever is earlier, and, subject to the provisions for earlier termination set out in Clause 9, shall continue for the initial period mentioned in the Agreement (or if no such period is mentioned, for a period of 12 months) (“the Initial Period”) and thereafter unless and until terminated by the Customer or MIT giving 30 days written notice to the other. The terms of the Agreement will continue to be application until such a time as all products stated agreement periods have elapsed.

4. Use of the services

4.1 The Customer shall be responsible for the safe custody and safe use of the Service(s) and any related equipment after installation of the Service(s) and in particular the Customer undertakes:

- a) Not to allow any attachments other than those approved for connection under The Act to be connected to the Services.
- b) Not to contravene The Act or any other relevant regulations or licences.

4.2 Customer apparatus shall at all times conform to the relevant standard or standards (if for the time being) designated under The Act and MIT shall not be under any obligation to connect or keep connected any Customer apparatus if it does not conform or if in the reasonable opinion of MIT it is liable to cause death, personal injury, damage to or impair the quality of any Service(s) provided by MIT.

4.3 The Customer undertakes to use the Service(s) in accordance with The Act and any license granted there under. Without limitation the Customer undertakes to use its reasonable endeavours not to use the Service(s):

- a) As a means of communication for a purpose other than that for which the Service(s) are provided and
- b) For the transmission of any material which is defamatory, offensive of an abusive or obscene or menacing character.

4.4 The Customer shall not assign or delegate or otherwise deal with, all or any of its rights and obligations under the Agreement without MIT’s prior written consent (such consent will not be unreasonably withheld).

5. Access to premises and provision of information

5.1 The Customer will provide MIT with all reasonable information as is required for the connection of the service. This may include historical bill information for telecommunications services, telephone line and account information with previous suppliers and details of current telecommunications infrastructure and hardware.

5.2 If the Customer requested maintenance or repair work, if appropriate, any changes will be agreed in advance. If MIT agree to, and carry out work free of charge that is subsequently found to be unnecessary, the Customer will be charged for the work and the costs incurred. Mason Information Technologies Ltd will give notice that the work is considered unnecessary prior to completion and raising charges.

5.3 To enable MIT to exercise its obligations under this Agreement the Customer shall permit or procure permission for MIT and any other person(s) authorised by MIT to have reasonable access to the premises and the services connection points and shall provide such reasonable assistance as MIT shall request.

6. Suspension of Services

6.1 MIT will, at its sole discretion upon giving the Customer 14 days written notice elect to suspend forthwith provision of the Service(s) until further notice without compensation on notifying the Customer either orally (confirming such notification in writing) or in writing in the event that:

- a) The Customer is in breach of a material term of this Agreement.
- b) MIT is obliged to comply with an order, instruction or request of the Government and emergency service organisation or other competent administrative authority.

6.2 The Customer shall reimburse MIT for all reasonable costs and expenses incurred by the implementation of such suspension and/or the re-commencement of the provision of the Service(s) as appropriate. This shall not apply where the suspension is implemented otherwise than as a consequence of breach, fault or omission of the Customer.

7. Liability

7.1 Nothing in this Agreement shall exclude or restrict MIT’s liability for death or personal injury resulting from the negligence of MIT or of its employees while acting in the course of their employment.

7.2 In the event that MIT Service(s) fails to operate and the Customer diverts traffic to another carrier, MIT will not be responsible for that carrier’s charge.

7.3 Neither party shall be liable to the other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever.

7.4 Either party’s liability in contract, tort or otherwise arising out of or in connection with the performance of either party’s obligations under this Agreement shall be limited to £500,000 for any one incident or series of incidents and £1,000,000 in aggregate.

7.5 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party’s reasonable control including, without limitation any act of God, inclement weather, failure or shortage of power supplies, food, drought, lightening or fire strike, lock-out, trade dispute or labour disturbance, any act of omission of Government, highways authorities, other public telecommunications operators or the other competent authority, production supply or services by third parties.

8. Charges and payment

8.1 The Customer agrees to pay charges by the due date.

8.2 Payment will normally be taken through Direct Debit Mandate or standing order signed by the Customer.

8.2a If payment is not collected by Direct Debit then payment is due 14 days from invoice date.

8.3 Usage Charges will be charged at the rates agreed in the Annex that forms part of this Agreement and associated addendum unless MIT deem it necessary to alter specific price.

8.4 MIT intends that there will be no price increase in Usage Charges during the term of this Agreement.

8.5 MIT shall prepare and send bill for Usage Charges in such form and manner as shall be agreed for the service by MIT. Usage Charges payable shall be calculated by reference to data recorded or logged by MIT and not by reference to any data recorded or logged by the Customer.

8.6 MIT reserves the right to charge daily interest on amount outstanding 30 days after invoice until payment in full is received, at a rate equal to 2 percent per annum above the Barclays Bank PLC Lending Rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this Agreement.

8.7 All sums referred to in this Agreement are exclusive of Value Added Tax and any other taxes of a similar nature which may from time to time be introduced.

8.8 MIT reserves the right to charge for any costs incurred in the collection of overdue amounts.

9. Suspension / Disconnection / Termination

9.1 Where the sale of goods and/or services has been conducted by means of distance communication, in accordance with statute the customer may terminate this agreement without penalty within 7 working days ("cooling off period") on receipt of this document subject to the following:

9.1.1 If the Customer uses the goods supplied under this service Agreement within the 7 day "cooling off" period. This use will be deemed acceptance of ownership on the part of the Customer and as such he/she will thereafter forfeit the right to cancel this Agreement.

9.1.2 For the purposes of this Contract, this document is deemed to have been received by the Customer on the working day following that on which the Agreement is posted to the Customer's last known address OR on the day on which this Agreement is sent by facsimile to the Customer's last known facsimile number.

9.1.3 The Customer is required to inform MIT of their intention to terminate this Agreement in writing directed to MIT's headquarters.

9.1.4 The Customer is obliged to take reasonable care of all equipment that has been provided by MIT for use in conjunction with the Agreement until such time as it is returned. The Customer will be held responsible for any losses or damage sustained to the equipment whilst in his or her care.

9.1.5 The Customer is responsible for ensuring the timely and safe return of all equipment that has been provided by MIT for use in conjunction with this Agreement at his/her own cost.

9.1.6 Refund of all monies paid by the Customer less any charges incurred in accordance with the provision of this Agreement will be made after receipt of equipment returned, within 30 days of termination of the Agreement.

9.2 Notwithstanding anything to the contrary expressed or implied in this Agreement, either party (without prejudice to its other rights) may terminate this Agreement forthwith in the event that:

a) A liquidator (other than for the purpose of amalgamation or reconstruction) trustee in bankruptcy, administrator, receiver or receiver and manager is appointed in respect of the whole or part of the assets and/or undertaking of the Customer or the Customer enters into an arrangement or composition with its creditors or if the Customer becomes unable to pay its debts within the meaning of S123 of the Insolvency Act 1986, or other circumstances arise which entitle a Court or Creditor to appoint a receiver or administrator or to a winding up order.

b) The other party is in breach of a material term of this Agreement and upon being given notice of that breach in writing fails to remedy that breach within 14 days.

9.3 Notwithstanding anything to the contrary expressed or implied in this Agreement, MIT (without prejudice to their other rights) may terminate this Agreement forthwith in the event that any license under which the Customer has the right to run its telecommunications system and connect it to the MIT system is revoked, amended or otherwise ceases to be valid.

9.4 If the Customer wishes to cancel this Agreement in whole or in part at any time, prior or subsequent to connection, MIT will agree to accept such cancellation upon a minimum 30 days written notice on the basis that the Customer shall pay the relevant cancellation charges detailed in section 9.5

Or

In the case that a minimum contract period for the service is agreed between the Customer and MIT, MIT will agree to accept such cancellation at the end of the agreed minimum period providing that a minimum 30 days written notice is given, on the basis that the Customer shall pay the relevant cancellation charges detailed in section 9.5.

9.5 The following Agreement Cancellation Charges will apply:

- The Customer must pay all outstanding charges owed on their account(s).
- The Customer must pay MIT the aggregate sum equal to 25% of their average monthly call charges prior to termination of the service, for each month and proportionally for each part month, for the period remaining on the contract.
- The Customer must pay for all rentals and services outstanding on Agreement.

9.6 MIT reserves the right to make an administrative charge directly associated with cancellation or termination costs charged by British Telecom or any involved network operator or telecoms carrier.

10. General

10.1 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other Agreements and representations made by either party, whether oral or written and the Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party thereto.

10.2 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any other right on any later occasion.

10.3 Any notice, invoice or other document which may be given by MIT under this Agreement shall be deemed to have been duly given if left at or sent by post to an address notified to MIT in writing by the Customer as an address to which notices, or other documents may be sent, or the Customer's usual or last known place of abode or business, or if the Customer is a limited company, it's registered office.

10.4 MIT's address for the service of any notice by the Customer under this Agreement shall be such address as is shown on the last invoice rendered to the Customer or such address as MIT can prescribe for that purpose.

10.5 This Agreement shall be governed and construed and interpreted in accordance with English law and the parties hereby submit to the jurisdiction of the English courts.

10.6 Wherever appropriate, the Customer duly authorises MIT, its agents or personnel, to reprogram and/or remove existing access equipment in order to provide the services. Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

11. Variation

MIT may from time to time with immediate effect vary, by written notice, any of the terms and conditions of the Agreement (or introduce new terms and conditions) as a direct result of new legislation, statutory instruments, Government regulations or licences, amendments to the System Providers standard terms and conditions, or similar events, providing this shall be limited to the extent deemed by MIT to be reasonably necessary for compliance therewith MIT at its sole discretion may elect to notify the Customer of any such variations in writing or by publishing such variation at its principle place of business.

12. Data Protection

MIT is a data controller for the purposes of the Data Protection Act 1998, and processes Customer data for the purposes of administering and manage customer accounts. This include, without limitation carrying out credit checks with credit reference agencies; corresponding with Customers by mail, telephone and e-mail, SMS; taking action necessary to enforce contracts; and exchanging information with other companies for credit control purposes.

From time to time, MIT may wish to contact Customers direct with offers of other products and services that may be of interest. MIT may also make data available to third parties who may wish to offer their products and services to MIT Customers. Customers who prefer their details not to be used in this way should notify MIT by writing to Mason Information Technologies Ltd, 32a Stoney Street, Nottingham NG1 1LL.