

CONDITIONS FOR TELEPHONE SERVICE - BUSINESS

These are the conditions of an agreement for us to provide you with telephone and other services. They do not apply to our mobile telephone services.

Your agreement is made up of these Business Conditions for Telephone Service and the contract summary. In the event of any conflict between these Business Conditions for Telephone Service and the contract summary, the contract summary will take precedence.

Words with special meanings (like “services”) are defined at the end. If there is anything that you are not sure about, we will be happy to explain. Please contact the Business Care Team. Our contact details are at the end of these conditions.

1. What services we will provide

- You will be able to send and receive calls over our local fixed line network.
- We will put in one or more exchange lines depending on how many you have applied for and how many we have available. These lines will end at the termination point on your property.
- Our services will **not** include supplying a phone or other equipment for you to plug into the termination point (if you want to rent these from us you will need to sign a different agreement) or any services provided to you by other operators or service providers over our network (and these conditions do not apply to those services).
- We will do our best to give you the services with the quality you could reasonably expect from a competent telecommunications company.
- We will give you an expected installation date when you agree to take service from us. We will do our best to install your service by this date. Further information on the compensation we will pay if we miss the installation date we give you is set out in the Service Standards Summary, see kcom.com/business/legal/.
- Any after sales information such as repairs is set out in the Service Standards Summary, see kcom.com/business/legal/.

The services we provide will be as described in the Price Manual, and you must comply with these conditions or any service restrictions or other conditions that are set out in the Price Manual.

2. When your agreement starts

- Once we have received your application for service, we will then carry out (and you agree that we may carry out) our standard checks on you, including credit checks whether internally or through third parties in accordance with the following bullet point. We will then send you a letter accepting your application for service and confirming the details of your agreement. Your agreement will start when we send this letter to you and you have paid any deposit or advance payment that we have asked for.
- You agree that we shall be entitled to carry out credit checks on you and that we may use information that we hold about you from our own records and/or we may request information from a credit reference agency. We accept no liability for the accuracy or otherwise of information provided to us from credit reference agencies. If at any time before or during the term of your agreement with us you fail to meet the standard of creditworthiness deemed acceptable by us, we shall be entitled to:

- refuse your application for service or, if this agreement has already commenced, terminate this agreement, in whole or in part immediately on written notice to you;
- require you to make a deposit as security against future payments or such regular instalment payments in advance on account of any future charges as we shall deem appropriate;
- impose credit limits on you in respect of charges and to suspend the service at any time when such limits are reached until payment in full of such outstanding charges has been made; and/or impose such other measures on your right to use any of the services as we shall deem appropriate;

We may also refuse your application for service if:

- we cannot provide you with the services you have asked for;
 - we ask you for a deposit or advance payment and you do not pay it;
 - you have an unpaid balance on your account in respect of any other agreement for services you have entered into with us;
 - you are declared bankrupt, insolvent or have an administrative receiver or similar person appointed to deal with your affairs; or
 - you are not the legal owner or tenant of the property. In such circumstances, you will need to inform us of your relationship with the owner of the property. We will then determine whether we are able to provide services to you.
- Once your agreement has begun, we may take a picture of the signed documents involved. We will keep that picture record safe. We can produce accurate copies of the documents if they are needed. For example, if there's a complaint or disagreement, and we end up in Court or Arbitration, you will be expected to accept copies as evidence of your agreement. If you want us to keep the original paper documents, you should tell us within fourteen days of receiving your agreement from us.

3. How long your agreement lasts and how it can end

Your agreement with us will last for at least the minimum period, which is a year, unless we have written to tell you differently.

During the minimum period

- If you break any of the conditions of your agreement and carry on breaking the conditions after we have asked you not to we may end your agreement immediately.
- You may end your agreement if we do not provide the services for more than four weeks.
- If you end your agreement during the minimum period, you will still have to pay rental charges up to the end of the minimum period unless you are terminating in accordance with section 14 or 24,.

After the minimum period

Your agreement will carry on automatically until either you or we send a letter to the other to say it will end. Your agreement will end one month after the date of the letter unless the letter gives a later

date. If you break any of the conditions of your agreement, we may end it immediately.

General

If you break any of the conditions of your agreement we may suspend all or part of the services, instead of terminating the agreement. If we do suspend any services we provide to you, we will not provide them again until you do everything that you agreed to do in your agreement with us or we are certain that you will not repeat any similar breach of the conditions in the future.

What happens if you move out of your property?

If you move out of your property and want to end your agreement, you must write and tell us:

- that you are moving;
- the date you are moving; and an address where we can contact you.

If you do not tell us or we think that you no longer live in or own your property, we will do what we can to find you. If we cannot find you, we may transfer your agreement to someone else who we think is living in or owns your property. We will decide which date to transfer your agreement and we will not have to ask you before we transfer it. If you have paid a deposit or any advance payment including any rental that you have paid up front we may give it to the person we think is living in or owns your property.

4. Types of exchange line

- Our exchange lines are categorised as either business or residential. Some charges (such as connection and rental) may be higher for business lines. You must pay the charges for a business line if you regularly use your exchange line for any commercial activity.
- If you change the use of your exchange line from business to residential or from residential to business, the charges that you pay for your exchange line may also change.

5. Restrictions on what you can do

You must not use your exchange line or the Services:

- to make calls that are offensive, abusive or obscene;
- to make calls that infringe the rights of any third party;
- make calls that cause annoyance, inconvenience or needless anxiety;
- to make hoax calls to any emergency service;
- to send any SMS messages that contain unsolicited advertising or promotional material (which is sometimes referred to as "SPAM"); or
- to make calls in connection with a criminal offence or any other activity that is unlawful.

Further, you must not allow any third party to use the services we provide to you on a permanent or regular basis. In particular you must not resell any of the services we provide to you or any of the calls made using the service.

If we agree to supply you with inclusive local or national calls or Unlimited KCOM Local Calls, as part of a call package, you must:

- not ask for or take any payment for letting someone else make local or national calls over your exchange line; and

- ensure that you comply with our Fair Usage Policy, see kcom.com/business/legal/.

If we consider that you are in breach of this clause, we reserve the right to (i) charge you for any local or national calls; (ii) withdraw your inclusive local or national calls or your Unlimited KCOM Local Calls, as applicable; or (iii) terminate the Services.

You must use your exchange line and the Services in accordance with any safety instructions that we may give you.

You will be responsible for ensuring that anyone that you allow to use your exchange line or the services complies with the restriction set out in this Section 5.

6. Payphone lines

If we agree to provide you with a payphone line:-

- you must only connect payphones which comply with the RTTE Directive (1999/5/EC)
- the number of directory enquiry calls made on the line in a month must be less than 25% of all the calls made that month; and
- if the payphone can be set so that calls to directory enquiries are free, then you must do this.

7. Text Messaging Service

- Our text messaging service allows you to send and receive SMS text messages to mobile and compatible fixed line phones.
- In order to use our text messaging service, you will need a compatible phone for use on your exchange line.
- If you send or receive text messages using our text messaging service, you will be charged at the rates set out in the Price Manual.
- We will not be responsible for any goods or services that you purchase from other people using our text messaging service.

8. Phone numbers and directories

- We will tell you the phone numbers for your exchange lines. These numbers do not belong to you, so you must not try to transfer them to anyone else. However, in some cases you can keep your number if your change to another telecommunications supplier.
- If you move to another property within our network area, you will normally be able to take your phone number with you. You must pay the charge for this set out in the Price Manual. If you want us to transfer your phone number to a new property, you must ask us to do this at least two weeks before the date you move.
- We will normally include your name, address and phone number in our "Hull White Pages" directory. We may decide not to include your name, address and phone number in our business directories, or any special entry, as detailed further below, if you (i) have not paid any bills when due or if you have been late in making payment; or (ii) you have not supplied any relevant information to us, when requested, within the time frame by which we requested such information. However, you can ask to go Ex-Directory so that your name, address and phone number do not appear in our directories. For further information about going Ex-Directory, please see our Code of Practice.

- We may agree to a special entry (such as bold type) for an extra charge. We normally update our directories once a year. Further, we may agree to supply additional entries in our directories or supply entries in any other publisher's directory, for an extra charge. You agree to pay such extra charge on demand.
- If you ask us to include an 08 or 09 number in our directories, we will charge you our standard fee for doing so.
- If you have asked to be Ex-Directory:
 - your name, address and number will not appear in our directories;
 - we will still give your name and address to other information providers so they can tell their customers you are Ex-Directory;
 - we will not connect enquirers who do not have your phone number; and
 - we will not give your phone number to people who ask for it, except for the police and other organisations who have a legal right to it.
- We keep our directory information in a database on our computer system. We provide our directory information to BT Directory Solutions, the collator of such information from all telecommunications network providers. BT Directory Solutions makes the information available to other providers of directories, information providers and directory enquiry services in accordance with relevant Codes of Practice. We shall not have any responsibility for (i) any failure of BT Directory Solutions to store, update and/or make our directory information available to third party service providers (unless caused as a result of our failure to supply such information); or (ii) other providers of directories, information providers or directory enquiry services to make your directory information available to the public.
- You should inform us as soon as you become aware of any error in your name, address or telephone number information so that we can correct the information on our database.

9. Emergency calls

- Your telephony service will allow you to make calls to the emergency services. Where your telephony service is provided over fibre (see below) and there is a mains power outage, calls to emergency services (999 / 112) will only be possible over your fibre exchange line where you have a KCOM-provided ancillary power supply (e.g. battery back-up unit).
- Where your telephony services are provided to a fixed location, we will give the postal address that we hold for that location on our systems to the emergency services when we transfer your call to them.

10. Telephony services provided over fibre

- In some areas we may provide our telephony services over a fibre exchange line, rather than copper. We will always let you know when we intend to provide your telephone service in this way.
- You acknowledge and agree that the technical provision of our telephony services may be different in some ways when provided over fibre compared to copper, and certain service features that are available for telephony services provided over a copper exchange line are not available and are not provided for telephony services provided over fibre (those features are as stated in our Price Manual).
- You acknowledge that where you provide a telephone handset to make calls, including calls to the emergency services that it must be capable of independent operation in the event of a mains power

outage. Specifically, your telephone handset / base station must itself have an operable battery back-up unit. If your telephone handset (e.g. cordless phone) does not have an independent power source, it will not function in the event of a mains power outage.

- Where your telephony service is provided over fibre it requires a mains power supply from your property to function. This mains power supply is used to ensure the correct functioning of our network equipment (network termination point) in your property. It is your responsibility to ensure that there is an uninterrupted mains power supply to our network equipment.
- In certain circumstances, we will supply you with an ancillary battery back-up unit that will support the correct functioning of our network equipment for a limited period of time (one hour, with 20 minutes of talk time) in the event of a mains power outage. This ancillary battery back-up unit also utilises a mains power supply to maintain its charging cycle. It therefore must remain connected to a mains power supply which must be switched on at all times. Our ancillary battery back-up unit is not provided by default and we reserve the right to make charges for the supply of such units in circumstances where you are not identified by us as being at risk. In the event of such charges being applied they will be set out in our Price Manual.
- If you are in any doubt about the circumstances under which you will be identified by us as being at risk, please contact us. By way of example, you will be identified by us as being at risk if you are solely reliant on your telephony service to make calls to the emergency services. In the event that you do not ensure that there is an uninterrupted mains power supply to our network equipment and/or you do not ensure that the ancillary battery back-up unit is connected to a mains power supply, you acknowledge that you will not be able to make or receive any calls (including any calls to or from the emergency services).
- In the event that you do not ensure that there is an uninterrupted mains power supply to our network equipment and/or you do not ensure that the ancillary battery back-up unit is connected to a mains power supply, you acknowledge that you will not be able to make or receive any calls (including any calls to or from the emergency services).
- If we supply a battery back-up unit to you:
 - The battery back-up unit will be our property;
 - You must take good care of the battery back-up unit and not tamper with it (for example by removing the batteries);
 - You must let us know if a fault develops with the battery back-up unit;
 - You must provide us access to your property where we need to repair a fault with the battery back-up unit.
- For the avoidance of doubt, you acknowledge that that failing to keep the battery back-up unit in good working order and fully charged places you at risk of not being able to make emergency calls.
- Where you have been identified by us as being at risk, in certain circumstances we shall service the battery-back-up unit at no cost to you on an annual basis. Where you have not been identified by us as being at risk, you are required to replace the batteries in the battery back-up unit where necessary and you may also request an appointment for an engineer visit in order to service your battery back-up unit, we reserve the right to charge you for such visit and servicing at our standard charge as set out in the Price Manual.

11. Direct marketing calls and faxes

If you are

- a private individual or family; or otherwise

- someone who is carrying on a business as either a sole trader (that is someone who works for themselves) or as a partnership with others,

you have the right to have your name placed on a national register of people who do not want to receive direct marketing calls and faxes. These are calls and faxes made by people trying to sell you things.

If you are acting on behalf of a limited company or some other type of corporation (such as a local authority body), you have the right to have your company's name placed on a separate register of companies and corporations that do not want to receive direct marketing faxes. There is no national register for companies and corporations that do not want to receive direct marketing calls. More information about these national registers is in the current Directory. If you would like us to arrange for your name to be placed on any of these national registers please call the Telephone Preference Service on 0845 070 0707 or look at their website at www.tpsonline.org.uk.

12. Information we hold about you

We want to market the telecommunications services we offer to you as well as we can. In particular, we want to keep you better informed about things that may be of interest to you, such as any discounts that are available. To do this effectively, we process information about the way that you use our services. This includes information relating to the size and make up of your bills, the numbers you call, and the times at which you make calls. We would like to continue to give you all the benefits that this processing provides. However, if you would like us to stop using the information we hold about you in the ways we have described in this paragraph, and have not previously told us about this, please write to the Business Care Team, KCOM, 37 Carr Lane, Hull HU1 3RE. If you do not write to us and have not previously registered an objection, we will assume that you are happy for us to continue with all of these activities.

Generally, and notwithstanding anything to the contrary, you acknowledge and agree that we may use your information (which may include your or your suppliers', customers', affiliates' or contractors' personal data and/or personal data relating to your or your suppliers', customers', affiliates' or contractors' employees or staff) ("**Customer Information**") for the purpose of supplying the services to you, administering this agreement including handling orders, billing, processing payments, payment collection and communicating with you regarding the services and you further acknowledge and agree that we may pass this Customer Information on to third parties (including, without limitation, transferring and processing Customer Information outside of the United Kingdom or the European Economic Area) or other members of our group of companies: (a) to undertake these functions on our behalf; or (b) if required by law. You will ensure that all necessary consents are obtained for the use of Customer Information in accordance with this clause.

13. Calling Line Identity (CLI) and Caller Display

Caller Line Identity

- Every call from your exchange line will automatically send your number across our network and to other telecommunications networks. This is the main way we trace malicious calls.

Your number may also be displayed at the number you have called if they have suitable equipment and/or they receive caller display services from us or another communications provider (if they receive their telephony service via another telecommunications network). In some circumstances this may happen even if you are Ex-Directory. You can always prevent your number being displayed on all your calls by following the procedure set out in the "KCOM Choices" section of the telephone directory.

Caller Display

- Our caller display service displays the number of the person calling you, unless the caller has requested us to withhold their number on all outbound calls or if the caller has programmed the telephone to withhold their number on that particular call.
- In order to use our caller display service, you will need a compatible phone for use on your

exchange line.

14. Charges

Our call recording and billing systems have to meet standards of accuracy that are set by independent organisations. So, unless we can see an obvious mistake we will assume that your bill is accurate.

What you must pay us

- You must pay our charges for the services as set out in the Price Manual, whether you make the calls from your exchange line or someone else does. Our Price Manual is published on our websites. You can also see a copy of our Price Manual by calling in at our offices on Carr Lane, Hull during our normal working hours.
- Where there is a conflict between the Price Manual and any other information on charges we give you, the Price Manual shall take precedence.
- For some services, the charges will increase after the minimum period for your agreement expires. Further details of these increases are set out in the Price Manual. If an increase in charges applies in these circumstances, you will be able to avoid the increase by agreeing to renew your agreement prior to the expiry of the minimum period.
- Unless our Price Manual says different our charges do not include VAT. We will add VAT to your bill.

When you must pay our charges

- You must pay any deposits and advance payments when we ask for them. You should pay any other charges (including rental, call charges and any late payment fee) as soon as you get your bill. We will normally send your bills to the address you have asked us to send them to. We may agree to give you more time to pay, but this won't affect any of our rights under your agreement.
- If you are a business customer, you will normally receive an annual bill for rental charges but charges for line rentals can be paid monthly or quarterly in advance. We normally bill all our customers for call charges once every three months, but we may send you a bill at any time.
- If you choose to view your charges through KCOMOnline, which can be accessed from <https://online.kcom.com>, we will send your bills to you electronically. Additional terms and conditions shall apply in respect of your use of KCOMOnline, as detailed on the KCOMOnline website.
- If we find any mistakes in the bills that we send you, we will be entitled to send you amended bills for the calls you have made at any time up to 120 days following on from the date on which the calls were made.
- If you think there is a mistake in any of the bills that we send to you, you should contact Business Customer Services on 0800 915 5777. However, you will still have to pay all of the charges that are correctly stated in the normal way.

Changes to our charges

- We can change the charges in our Price Manual at any time. Such changes may be necessary to take into account any changes we make to the services we provide to you, any changes to the costs we incur in providing the services, any changes to the way in which we operate our business, any changes to the agreements we have with third parties that enable us to supply our services, or any changes to any relevant laws, regulations or codes of practice.

- We will announce any changes to our charges through one or more of the following means:
 - we may send notice to you by email, if you have registered an email address with us; or
 - we may send notice to you by post.

In addition, we may also publish details on our website or include details of changes on your bill.

You will also be able to get details of any changes to our charges by calling our Business Care Team.

If the changes we make to our charges, we will always send you notice by either email or post at least 30 days before the changes take place.

Unless the change is exclusively for your benefit, is of purely administrative nature and has no negative effect on you, or is directly imposed by law, you will be able to cancel your agreement. You can cancel your agreement by contacting us in one of the ways described in Section 29. You will only be able to cancel your agreement in this way during the 30 day period after we announce the relevant change.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

Connection and take-over charges

- If there is not already one of our exchange lines at your property, you must pay the connection charge as set out in the Price Manual.
- If you are moving into a property where we used to provide services to another customer, and no changes are needed, you won't have to pay a connection charge. You must still pay the take-over charge in our Price Manual.

Special Conditions

- If the services we provide or the ways we provide them are not standard, there may be special conditions and charges. For example, if connecting you to our network needs more than 100 hours of work, you must pay an extra charge. We will send you a letter telling you of the special conditions and charges. If you do not want us to carry out the work you can cancel your application by sending a letter to us at the address given in Section 26. You need to do this within 14 days of the date of our letter.
- If you ask us to work outside our normal working hours (and we agree to do so), you may have to pay an extra charge. We will work out how much extra you owe us using the hourly rates in our Price Manual.

If you use your exchange line to access the Internet or provide related services to users connected directly or indirectly to our network, additional charges will apply. These additional charges are set out in our Price Manual.

Instalments

- If you have real difficulty paying us on time, we may let you pay by instalments. You may have to pay us an extra charge for this.
- If we agree to let you pay by instalments, we will tell you how much each instalment is and when you must pay it.
- We will put the money you pay us (not counting money for VAT) towards the amount you owe us.
- If you are paying by instalments and your agreement ends, you must immediately pay the full

amount that you owe us.

- We may decide to stop letting you pay by instalments. We will do this if we think you can afford to pay in full or if your charges are growing at a higher rate than your instalments. We will write to let you know that you can no longer pay by instalments.
- If you don't pay any instalment on time, you will automatically lose the right to pay in this way. You must then pay the full amount you owe us immediately.
- For customers making payment via Direct Debit, we adhere to the Direct Debit Guarantee.
- We are members of the PayPoint scheme that allows you to pay your bill in full at any shop displaying the PayPoint sign.

Disputed and Late Payment

If you are late in paying any of our charges we shall:

- charge interest on the outstanding amount at the rate specified in the Price Manual; and
- charge you a late payment fee, as detailed in the Price Manual, if you have received a red reminder notice for an unpaid bill and then failed to pay the amount due, detailed in the red reminder.

If you dispute any of our charges (in full or in part), you must notify us immediately and no later than 14 days of the invoice date, giving full reasons for your dispute. We may contact you to discuss the matter further and shall use all reasonable endeavours to resolve the dispute expeditiously.

We will suspend any late payment fees in respect of the charges you have disputed, pursuant to this paragraph, for such time as it may take to resolve your dispute, subject to you making payment in full of all undisputed charges (including the balance of any invoice disputed in part), in accordance with this Section 14.

If we are unable to resolve your dispute in respect of the charges, you may refer the matter for resolution using our Complaints Code of Practice, as detailed in Section 21.

Bounced Cheques

We may charge you for the extra administration costs and bank charges we have to pay if:

- you pay us by cheque, standing order or another similar method; and
- your bank refuses to make the payment.

Please note we do not accept cheques sent to our offices as a method of payment.

If we suspend the service or your agreement ends

If we suspend or restrict the services because you have broken the conditions of your agreement you must still pay:

- rental charges during the period of suspension; and
- the re-connection charge in our Price Manual, if we agree to reconnect your service. We may also require you to pay all other outstanding charges (including call charges and any late payment fees) that you have incurred and not paid, before we will agree to reconnect your service.

If you end your agreement during the first year

You must pay us the rental charge up until the end of the minimum period. We will work out the amount you owe us using our Price Manual.

If you have paid any charges to cover time after the services end, we will either repay you or put the amount towards any money you owe us.

You must pay all charges for the services until the date we stop providing them.

Deposits and payments in advance

- We may ask for a deposit either before or during the time that we provide the services. We will keep the deposit for a minimum period of 12 months. However, we may keep your deposit until you have paid us everything you owe us and/or our services end. We may put it towards any amounts you owe us.
- We may ask you for a payment in advance as well as or instead of a deposit. This payment will not be more than the total connection and rental charges for the services over the first year. We may put all or some of your advance payment towards charges which you may owe us in the future.
- If we keep your deposit for more than a year, we will add interest to it at a reasonable commercial rate.

15. Your responsibilities

Looking after our equipment

We may need to install wiring and a termination point at your property. You must take care of our wiring and the termination point, and you must pay the cost of replacing or repairing them if they are damaged or destroyed. You do not have to pay for damage to them caused by fair wear and tear.

Letting us into your property

- If our engineers need to get into your property, and they can show you their KCOM identity card, you must let them in. They will take reasonable care not to damage your property. We will not be responsible for doing any redecoration work that is necessary after we have fitted your wiring and termination point.
- If someone else needs to give their permission for our wires to cross their property, or for any of our equipment to be fitted, you must get their permission for us.
- You will be responsible for ensuring that our engineers have a reasonably clean and safe place to work in whilst they are at your property. Our staff may not be able to carry out their work at your property if they do not have a clean and safe place to work in.

Treating our staff fairly

- We understand that customers can occasionally get frustrated if they experience problems with the services we provide. However, you must always treat our staff fairly. You must not treat our staff in a way that is disrespectful, abusive or threatening.

Connecting and using your equipment with our network

You must make sure that the equipment you use with your exchange line is in good working order and suitable for use with our services. In particular, we recommend that you only connect equipment to our exchange line that carries either a 'CE' mark confirming that it complies with any relevant European Directives*, or for certain equipment purchased before April 2001, an "approved" label with a green circle confirming that it was approved under previous relevant European Directives**.

*RTTE Directive (1999/5/EC).

**TTE-SES Directive (98/13/EC) or TTE Directive (91/263/EEC).

We may have to carry out extra work on your equipment if:

- it is not technically suitable for connection:

- it could kill or injure our employees;
- it could damage our property; or
- it could affect the quality of services we provide to other customers.

We will charge you for this extra work. If you do not let us solve the problem, or you do not pay our charges for the extra work, we will end your agreement immediately.

You must not tamper with our wiring or termination point.

If the services you have asked for need a mains electricity supply, you must provide and pay for electricity sockets and any extra equipment. We will tell you if you need to do this.

Landlords

If you are the registered owner of a rental property, you acknowledge that it is your responsibility as the landlord of the property to inform us of any tenant(s) that could be considered as being at risk to enable us to determine any requirement for us to provide a battery back-up unit as set out in Section 10.

16. Extension wiring

Our exchange line will end at the termination point on your property. Anything that you connect to the termination point (including telephones and extension wiring) is your responsibility unless we have agreed to be responsible for it.

At your request, we will install extension wiring and additional telephone points at your property. We will charge you for providing this service at the rates set out in our Price Manual. Alternatively, you may wish to make your own arrangements for carrying out this kind of installation work. If you do this, you must follow our extension wiring guidelines. You can obtain further advice by contacting the Business Care Team. We will maintain the extension wiring and telephone points located in your property without making any additional charge to you in the following circumstances:

- we will always maintain the termination point located on your property, as this forms part of our network.
- where we have installed any extension wiring at your property, we will maintain that extension wiring for a period of twelve months from its date of installation.

In all other circumstances we will charge you for the time of our engineers in providing maintenance services to you for your extension wiring and telephone points at the hourly rates set out in our Price Manual. Where we are not under an obligation to maintain your extension wiring, we shall not be responsible for any problems with services that your extension wiring may cause.

17. Repairing faults

- It is impossible to provide completely fault-free services. We will test your exchange line regularly to make sure it is working properly.
- We will try to repair faults quickly and within any target times set out in the Service Standards Summary. If you suspect a fault, please look at your equipment first to see if it is faulty. If it is not, please tell us as soon as possible.
- Some customers (such as doctors and hospitals) may need emergency fault repair. In these cases, we will try to deal with the fault immediately.
- We are not responsible for faults on your equipment unless you rent it from us or you have a

separate supply or maintenance agreement with us for it. If we come out to repair a fault at your premises and:

- (i) there isn't a fault; or
- (ii) the fault is in your equipment.

you agree to pay the relevant charge detailed in our Price Manual.

If we arrange an appointment with you to repair a fault or install equipment at your premises and you are not in when we call, you agree to pay the relevant charge detailed in our Price Manual.

- If you ask us to repair a fault outside our normal fault-repairing hours (and we agree to do so), you may have to pay an extra charge. Our hourly rate is in our Price Manual.
- Further information on the compensation we will pay if we miss our target repair times is set out in the Service Standards Summary.

18. Our general rights

We will try not to cause you any problems, but we may do the following:

- we can change your phone number, or any other name or code we have let you use.
- if there is a war or national or local emergency, we can stop or suspend the services immediately without telling you.
- we can tell you how to use the services so that they are safe and do not affect the quality of services we provide to other customers.
- we can change the way we provide the services or change the services if we have to because we have updated our network, or because the service we get from other telecommunication network suppliers has changed.
- We can change the way we provide the services or change the services in order to protect our network or our customers from a security threat or any other serious risk.
- we can suspend the services to repair, maintain or improve our network.
- we can transfer your exchange line to a different exchange.

We can terminate or suspend the services if our authority to provide them under the Acts is withdrawn or amended in any way.

Before we do any of these things, we will give you as much warning as possible. If we have to suspend services, we will start them up again as soon as we can.

19. If you break your agreement

Termination for Breach:

We may suspend the services or end your agreement immediately if:

- you do not pay a bill, deposit or advance payment in accordance with these conditions or when we ask you to do so;
- we believe you are using the services in ways that are prohibited under Section 5.

- you break any of these conditions or the conditions of any other agreement with us.

If we choose to suspend the services as a result of your breach and we agree to recommence the provision of services to you following your breach, we may ask you to pay a deposit (please see section 14).

Termination for Bankruptcy or Insolvency

You must notify us immediately if your financial position changes. You must send full details of any bankruptcy or insolvency proceedings against you, your company or any directors of your company, or if you have an administrative receiver or other person appointed to deal with your affairs. You will need to notify us if any unpaid balance on your account is subject to the proceedings.

We may suspend the services or end your agreement immediately if:

- a bankruptcy petition is made against you or you are a discharged bankrupt;
- you enter into a voluntary agreement with your creditors;
- you are a company and cannot pay your debts;
- you are a company and you go into liquidation or have a receiver appointed; or
- you fail to notify us that any such proceedings have commenced against you, your company or any directors of your company.

If we suspend the services as a result of your bankruptcy or insolvency and we agree to recommence the provision of services to you following your bankruptcy or insolvency, we may ask you to pay a deposit (please see section 14).

If you are declared bankrupt or insolvent and we agree to provide the services to a receiver or another third party who is appointed to deal with your affairs, we may ask such third party to provide an undertaking for our benefit that they will agree to perform your obligations under these conditions, including the obligations to pay us for the provision of the services, during such time as the third party has control over your affairs and/or pay a deposit. We are entitled to refuse to supply services to you or any third party appointed to deal with your affairs, unless that third party agrees to enter into such undertaking or pay the deposit, if required.

20. Law

This Agreement is governed by English Law and the decisions of the English Courts.

21. Complaints

We are required to have and comply with procedures that conform to the OFCOM Approved Complaints Code when handling complaints. If you want to complain about the services, please contact the Business Care Team. We will try to deal with your claim quickly and sympathetically as set out in our Complaints Code of Practice. This is available on our website at www.kcom.com/business/legal/.

22. Settling disagreements

If we cannot sort out your complaint or you have any other disagreement with us about the services, you can ask Ombudsman Services: Communications (OSC) to carry out an independent review and adjudicate on the matter. You will find details of how to apply to OSC in our Complaints Code of Practice which is available on our website.

23. Our Responsibilities to you

- We may pay you compensation if we are late connecting you to the services or repairing faults unless the delay is caused by something which we cannot control (see Section 27). Further information on the compensation we will pay if we are late connecting you or if we miss our target

repair times is set out in the Service Standards Summary.

- Where you experience faults or problems with the services, the maximum that you will be able to claim from us will be equal to the total amount of our charges for the provision of the services to you during the previous 12 month period. The compensation we pay in accordance with the Service Standards Summary will not count towards this limit.
- If one of our employees or contractors is negligent and causes damage to your physical property, the maximum amount that you will be able to claim from us for the damage we have caused is £100,000. The compensation we pay in accordance with the Service Standards Summary will not count towards this limit.
- We will not be responsible for any economic loss such as loss of contracts, loss of earnings, profits, data or business. For example, if you are a business customer, we will not pay you for the value of customer orders that you lost.
- We will not be responsible for any damage caused to equipment or apparatus that you connect to your exchange line that is caused by the effects of any lightning strike, power surge or other electromagnetic interference on your exchange line or for any other loss that is caused in this way.
- Notwithstanding anything else in this Section 23, we will always take responsibility if you or someone else is injured or dies because we have been negligent or for any other matters which we cannot legally exclude our responsibility.
- This agreement contains all of your and our rights and obligations. However, there are laws designed to protect you against a faulty service. These laws are included in the agreement only where English law says they must apply.
- Each part of this agreement that excludes or limits our responsibility operates separately. If any part is disallowed the other parts will still apply.
- The parts of this agreement that exclude or limit our responsibility will also operate in the unusual event that our employees or contractors are negligent in carrying out their duties.

24. Changing your agreement

The following paragraphs apply to all changes except for changes to charges. For changes to charges, please see Section 14.

We can change the general terms and conditions that apply to your agreement and we can change the product description and/or withdraw, update or vary products and their specifications at any time and for any reason. Such changes may, without limitation, be necessary to take into account any changes to the services we provide to you, any changes to the way in which we operate our business, any changes to the agreements we have with third parties that enable us to supply our services, or changes to any relevant laws, regulations or codes of practice.

We will announce any changes to your agreement through one or more of the following means:

- we may send notice to you by email, if you have registered an email address with us; or
- we may send notice to you by post.

In addition, we may also publish details on our website or include details of changes on your bill.

You will also be able to get details of any changes by calling Customer Services.

We will announce the change in this way at least one month before the changes take place.

Unless the changes we make to your agreement are exclusively for your benefit, is of purely administrative nature and has no negative effect on you, or is directly imposed by laws, you will be able to cancel your agreement. You can do this by contacting us in one of the ways described in Section 29. You will only be able to cancel your agreement in this way during the 30 day period after we announce the relevant change.

If you exercise this right to cancel your agreement, you will not have to pay any early termination charges. However, you will have to pay our charges for the service you have taken up to the termination date.

If we want to change terms and conditions or product details that only apply to you, we will write and tell you at least 30 days before the change takes place.

You may ask for a change to the services at any time. We may ask you to send your request to us by letter. If we agree to the change you have requested, we will tell you the date the changes are effective from.

25. Transferring your agreement

- You must not transfer your agreement or any part of it, to anyone else unless we say that you can.
- We may transfer your agreement to someone else. We will not do this without asking you if doing it will weaken your rights.

26. Notices

If you or we give a notice under your agreement, the notice must be delivered by hand or sent by first-class mail to:

- you - at the address which you have asked us to send your bills to; or
- us - at KCOM, 37 Carr Lane, Hull, HU1 3RE.

Please address your notice to the Business Care Team.

27. Matters that we cannot control

We will not be responsible if we cannot carry out our side of the agreement because of things that we cannot control. These include natural events such as flooding or bad weather, civil disorder, war, terrorism, national or local emergency, and the acts of negligence of other people or organisations that we are not responsible for.

28. Joint responsibility

If you want the agreement to be in the names of more than one person, all of those people will be responsible for paying charges together and separately. This means that if any of them do not pay their charges, we can get the payment of the charges from any of the other named people.

29. Contact Us

Business customers may contact the Business Care Team on 0800 9155 777 (option 5) or through our website. The Business Care Team are available Monday to Friday, 8.30am to 5.30pm.

You can write to us at KCOM, 37 Carr Lane, Hull, HU1 3RE.

For any technical support our Tech Support team are here to help on 0800 9155 777 (option 2). The Tech Support team is available Monday to Friday, 8.30am – 6pm and Saturday 8am–4pm.

30. Definitions

In these conditions, the following words have the following meanings:-

Acts	The Communications Act 2003, the Telecommunications Act 1984 and the Electronic Communications Act 2000, each as amended from time to time.
Agreement	The agreement between you and us to supply the services.
Application for service	The application for service that you make to us, usually by completing and signing our standard Business Telephone Application Form.
Call	Any form of message, signal or communications that is spoken or visual, including phone calls, data calls, text messages and faxes.
Contract Summary	The pre-contractual contract summary document sent to You as required by the EECC.
EECC	The European Electronic Communications Code.
Exchange Line	The equipment on our network which connects your property to the exchange we use to supply the services.
Extension wiring	Telephone wiring installed at your property that allows you to connect further telephone points to the termination point. This wiring is your equipment and does not form part of our network.
KCOM Area	The City of Hull and the area around it, where we have installed our cabling.
Minimum period	The minimum period that applies to your service. This will be one year unless we have written to tell you differently.
Network	Our public telecommunications network in the KCOM Area.
OFCOM	The official regulator for the communications industry in the United Kingdom.
Payphone Line	A line for calls to and from a private payphone.
Price Manual	The manual containing details of our Services and charges, as updated from time to time. The charges set out in the Price Manual are registered with OFCOM. If you would like to see a copy of the Price Manual please contact the Business Care Team or visit our website, see http://pricing.kcomhome.com/ .
Property	Any place (including a room or part of a building) which you own, work or live in. It may include more than one site or building if: <ul style="list-style-type: none">• you own, work or live in all the sites or buildings; and• the distance between the boundaries of the two sites or building which are furthest away from each other is not more than 400 metres.
Service Standards Summary	The summary of the service standards for our services which we may amend from time to time and which we will publish on our website;
Services	Any services or facilities we provide which allow you to make and receive calls on our network.



Telephone Point	A phone socket or any other device which allows you to connect your equipment to either an exchange line or extension wiring.
Termination Point	The telephone point which we install at your property and at which your exchange line terminates.
Unlimited KCOM Local Calls	Calls (no matter how long they last) within the KCOM Area. If your line is used for a registered charity you pay a special yearly rental charge for this.
Website	Means our website at: www.kcom.com/business , as may change from time to time.
We, us, our	KCOM Group Limited.
You, your	The person who asks us to provide the services and who is responsible for the rental and other charges. This includes anyone we think is acting for you and your personal representatives if you die. It does not include a person who just makes a call.
Your Equipment	Equipment that is not part of our network and which you use or plan to use with the services.