

TERMS AND CONDITIONS

1. SERVICE

In this agreement "service" means the service or services indicated overleaf. Nationwide Telecom Assistance of Ivy Lodge Farm, 179 Shepherds Hill, Harold Wood, Romford, Essex, RM3 0NR ("NTA") agrees to provide the Service to the Customer and the Customer agrees to use the Service on the terms set out in this Agreement.

2. DURATION

2.1 The Agreement shall come into force on and with effect from the date on the face of the Agreement.

2.2 The initial term of this Agreement is for one month from the date the Service commences and will automatically renew each month for a further one month period.

2.3 If the Customer wishes to cancel this Agreement in whole or in part at any time, prior or subsequent to connection, NTA will agree to accept such cancellation upon written notice and on the basis that the customer shall pay any outstanding bills for telephone calls made. If notification is not received from the customer and the customer continues to use the service, then the terms of this agreement will continue to apply. NTA make no charges directly associated with cancellation or termination.

3. AUTODIALLER EQUIPMENT

In the event that NTA agreed to let on hire and maintain any equipment as described overleaf and the Customer agrees to rent such equipment from NTA for the term specified overleaf, the following terms and conditions shall apply:

3.1 NTA shall deliver the equipment to the Customer. Any delivery date specified shall be treated as an estimate only and whilst NTA will take all reasonable steps to deliver within the period quoted, such date shall be treated as an estimate only and shall not be a term of this Agreement. NTA accepts no liability for failure to meet the delivery date.

3.2 NTA or its appointed agent shall install the equipment at the Customer's site.

3.3 The equipment shall at all times remain the property of NTA and at all times when the ownership of the equipment is in question, the Customer shall advise any third party that the equipment is the property of NTA.

3.4 The Customer shall be responsible for the equipment whilst it is in the Customer's custody and shall indemnify NTA against any loss or damage to the equipment save that the Customer shall not be responsible for any loss or damage attributable to the willful act, fault or omission of NTA. It shall be the responsibility of the Customer to notify NTA immediately of any loss or damage to the equipment.

3.5 Upon notification of a fault, NTA shall use its reasonable endeavours, during NTA's normal working hours to attend to such fault PROVIDED THAT the fault has arisen from normal use of the equipment.

3.6 NTA has no responsibility for faults arising from: a. the Customer's negligence or default; or b. any act or omission associated with any other telecommunications system not run by NTA; or c. any other cause beyond the control of NTA.

3.7 NTA shall have the right to charge the Customer in the event that the need for maintenance results from any of the events in Conditions 3.6.

3.8 The Customer agrees not to carry out or procure the carrying out of any alterations, modifications, replacements, extensions, attachments, additions or otherwise after the equipment has been installed except with the prior written consent of NTA, which consent will not be reasonably withheld. Any alterations and changes as aforesaid will, if appropriate, be carried out by NTA.

3.9 NTA reserves the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair work which in NTA's reasonable opinion is considered unnecessary.

4. PAYMENT

4.1 Pricing the Service shall be as stated in NTA's tariff as current from time to time. All prices are exclusive of Value Added Tax and all prices are subject to change upon NTA giving not less than thirty days prior written notice to the Customer.

4.2 All sums due to NTA under this Agreement shall be paid in full by the Customer without any off-set whatsoever.

4.3 The Customer shall be invoiced monthly by NTA for all charges under this Agreement plus Value Added Tax. Payment is due within fourteen days of the invoice date. The time of payment of all sums due to NTA under this Agreement shall be of the essence of this Agreement. If payment in full is not received by NTA upon the due date, NTA shall be entitled to levy a late payment charge at a rate of 1.5% per month on any unpaid overdue balance.

4.4 All charges payable under this Agreement shall be calculated by reference to date recorded or logged by NTA and not by reference to date recorded or logged by the Customer.

4.5 NTA shall be entitled to levy a monthly rental fee for the equipment.

4.6 NTA shall be entitled to levy an installation fee for the equipment, which NTA agrees to waive provided that the Customer does not terminate this Agreement within the minimum period as prescribed by NTA.

5. USE OF THE SERVICE

The Customer undertakes to use the Service in accordance with such conditions as may be notified in writing to the Customer by NTA from time to time.

6. PROVISION OF INFORMATION & SERVICE

6.1 The Customer undertakes to promptly provide NTA, free of charge, with all information and co-operation that NTA may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

6.2 By signing this agreement the customer hereby authorises NTA to sign Carrier Pre Select documents on their behalf.

7. LIABILITY

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

7.2 Subject to Condition 7.3 NTA shall be liable for the damage to the property of the Customer caused by any negligent act or omission of NTA or its employees provided that such liability of NTA in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of NTA's obligations under this Agreement shall be limited to £20,000 for any one incident or £50,000 for any series of incidents arising from a common cause in the twelve month period.

7.3 NTA shall not be liable to the Customer in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss however arising.

7.4 In the event of any failure in the Service, NTA shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another carrier.

7.5 The provisions of this Condition 7 shall continue to apply notwithstanding the termination of this Agreement.

7.6 NTA shall not be liable in any circumstances for making good Customer premises in the event of the removal of the equipment.

8. AVAILABILITY

NTA will use all reasonable endeavours to ensure that the Services are available for the use by the Customer in accordance with the Service standards for the time being set out in NTA's service literature. NTA may from time to time introduce compensation schemes should NTA fail to achieve the standard of Service set out in its service literature.

9. TERMINATION

9.1 Without prejudice to their rights under the Agreement NTA and the Customer shall have the right to terminate this Agreement forthwith in the event that:

9.1.1 the other party is in default in its performance or observance of any of its obligations under this Agreement, and, in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non defaulting party in its written notice to do so; or

9.1.2 an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or made up a winding order.

9.2 Without prejudice to its other rights, NTA shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that:

9.2.1 the Customer fails to make any payment when it becomes due to NTA; or

9.2.2 NTA's license expires or it is revoked; or

9.2.3 a license under which the Customer has the right to run its telecommunications system and connect it to the NTA system is revoked amended or otherwise ceases to be valid and is not immediately replaced by another valid license.

9.3 In the event of termination by NTA under conditions 9.1.1, 9.1.2, 9.2.1 or 9.2.3 NTA shall be entitled to recover from the Customer all costs, losses and expenses incurred by NTA including but not limited to the cost of removing the Service from the Customer's premises.

10. SUSPENSION OF SERVICE

NTA may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally, (confirming the same in writing) or in writing in the event that:

10.1 the Customer is in breach of any term of this Agreement; or

10.2 the Customer prevents or delays prearranged maintenance from being carried out; or

10.3 the Customer is suspected in NTA's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service.

11. GENERAL

11.1 This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of NTA, such consent not be reasonably withheld.

11.2 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.

11.3 This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior undertakings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by NTA and the Customer.

11.4 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be waiver of any such right not operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion.

11.5 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left or sent by post or facsimile transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.

11.6 NTA's address for service of any notice hereunder shall be such address as appears on the last invoice rendered to the Customer or such other address as may be prescribed by NTA for that purpose.

11.7 This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.