Network Services Terms and conditions

PLEASE READ THESES TERMS AND CONDITIONS CAREFULLY AS THEY SET OUT THE AGREEMENT BETWEEN YOU AND BRIGHTER BILLS AND YOUR RIGHTS AND OBLIGATIONS. IN PARTICULAR YOUR ATTENTION IS DRAWN TO CLAUSES 3.1, 3.5, 5.2, 5.20,7, 9 & 10.9.

1. Definitions in this agreement:

"Act"	means the Communications Act 2003 and any amendments to the Act from time to time or any subsequent substitution thereof.
"**Airtime Service Provider**"	means a third party supplying airtime services to the Customer.
"Change of Control"	means in relation to the Customer where there is a material change in the exercise, control or holding of the voting shares (unless this is due to an internal group reorganisation).
"**Brighter Bills**"	means Brighter Bills Limited whose registered office is at 4 Allum Brook Barns, London Road, Holmes Chapel, CW4 8AX (registered number 07082112)
"Commencement Date"	means the date upon which the Customer either signs the Contract or if the Service(s) have been ordered over the telephone or via the internet. The Contract shall start on the connection date.

"Connection Date"	means the date of the connection of the Service(s). The date upon which the Customer agrees to the terms of this Contract.
"**Consumer**"	has the meaning as set out in the OFCOM regulations from time to time and currently means (i) an individual or (ii) a business where no more than 10 individuals work (whether as employees or volunteers or otherwise).
"Credit Limit"	means the monthly amount (if any) of Charge which Brighter Bills has determined cannot be exceed by the Customer.
"**Customer**"	means the person so named on the agreement. Brighter Bills reserves the right to deal with anyone reasonably appearing to Brighter Bills to be acting with the Customer's authority or permission.
"**Direct Debit**"	means any request(s) for any payment or series of payments by bank direct debit payment method.
"Early Termination Charges"	means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, as set out in the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waivered one-off charges and/or Installation Charges, and an average of the Usage Charges invoiced by the Supplier over the previous six months multiplied by the remaining months of the Minimum Term. Your account must be paid up to date before you can request to end your contract

"**Equipment**"	means any equipment or product (including for the avoidance of doubt mobile telephones) supplied by Brighter Bills or any third party on behalf of Brighter Bills to the Customer.
"Minimum Call Spend"	means the level of spend which the Customer has committed to over the Minimum Term as set out in this agreement.
"**Minimum Term**"	means the minimum period of 36 months from the Connection Date or such other period as is prescribed for the relevant service or as is otherwise detailed in the agreement.
"Mobile Services"	means the provision of services in relation to mobile telephony.
"Rebate"	means where any Services (if any) comprise or include services where an amount is paid by Brighter Bills to the Customer by way of a return on what has already been paid (**"Rebate Service"** shall be construed accordingly).
"Service Credit"	means the amounts payable (if any) by Brighter Bills to the Customer in accordance with clause 2.17.
"Service Failure"	means any failure, error or defect in the provision of the Service(s) by Brighter Bills but excludes failures, errors or defects arising from, caused or contributed to by the Customer's acts and/or omissions or third parties including, but not limited to, any third party operator of the communications services or equipment or anything that arises as a result of something beyond Brighter Bills reasonable control.
"Service Level"	means the standard of performance (if any) in relation to a Service(s)
"**Services**"	means the provision of telecom services and/or Equipment and/or Mobile Services and/or fraud monitor, line assurance and services provided by Brighter Bills relating to the Internet and any related service provided by Brighter Bills to the Customer under this agreement.
"Waived Rights"	means any right rights waived under this agreement for the purpose of extended contract terms beyond 24 months

2. The Services and Equipment

What Services Brighter Bills Provide

2.1 Save as provided in these terms and conditions Brighter Bills shall provide the Customer with such Services and Equipment as are requested by the Customer and any use of the Services or payment for the Services is deemed acceptance of these terms and conditions.

In respect of fraud monitor, line assurance and other services the additional terms and conditions set out on our website shall be deemed to be incorporated herein. Brighter Bills shall only become liable to supply

Services to the Customer once satisfactory responses to credit checks and criminal bureau checks have been received by Brighter Bills and (where appropriate) any airtime service provider. Brighter Bills will monitor and record information relating to a customer's trade performance and such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.

2.2 The Customer shall be responsible for the safe keeping and safe and proper use of the Services and any related Equipment after installation of the Services and the Customer undertakes in particular:

2.2.1 not to cause any attachments other than those approved for connection under the Act to be connected to any Equipment.

2.2.2 not to contravene the Act or any other relevant regulations or licences.

2.2.3 not to allow any unauthorised access to the Equipment or the Services.

2.3 The Customer hereby agrees that its apparatus shall at all times conform to the standard or standards (if any) for the time being designated under the Act and Brighter Bills shall not be under any obligation to connect or keep connected any Customer apparatus if it does not comply or if in the reasonable opinion of Brighter Bills it is likely to cause death, personal injury, damage or to impair the quality of any Services provided by Brighter Bills.

2.4 The Customer undertakes to use the Services in accordance with the Act and Brighter Bills acceptable use policy and fair usage policy (as published from time to time at www.Brighterbills.co.uk) and the Customer further undertakes not to use the Services and to procure that none of its employees use the Services:

2.4.1 as a means of communication for a purpose other than that for which the Services are provided, and

2.4.2 for the transmission or receipt of any material which is defamatory

offensive or of an abusive or menacing character or otherwise is in breach of Brighter Bills acceptable use policy.

2.5 Any Equipment supplied by Brighter Bills further to a rental agreement remains the property of Brighter Bills and must be made available for collection on the expiry or termination of this agreement.

2.6 The Customer will not procure or be party to an agreement or arrangement to provide or receive telecommunications material, Services or services similar to the Services by way of telecommunication provision via the Equipment without the permission of Brighter Bills in writing and the prior payment in full for the Equipment. For the avoidance of doubt the use and/or provision of services using the Equipment and/or Services which may be deemed by the airtime services provider as a gateway is a material breach of this agreement.

2.7 The Customer shall not publicise any number in any way or commit to any advertising or publicity until such time as it has received from Brighter Bills in writing confirmation that the number is live and tested. Brighter Bills will use reasonable endeavours to provide you with the Services by the dates agreed with you and to continue to provide the services until this agreement is terminated. Brighter Bills will not be liable for any loss or damage should the Service not commence or restart on the agreed date. Where Brighter Bills is supplying network services as part of the Services the Customer must provide to Brighter Bills details of all the related services that it wishes to receive relating to any telephone number that the Customer wishes to use. Brighter Bills will provide network Services through such party as it deems appropriate.

2.8 The Customer shall give Brighter Bills at least 30 days' written notice in the event that above average use of the Services is likely to occur. Brighter Bills shall not be liable for failure/withdrawal of any part of the Services should such notice not be given.

2.9 Brighter Bills acceptable use policy and fair usage policy form part of this agreement and includes any restrictions imposed on Brighter Bills by the provider to it of the Services and/or Equipment and is designed to protect the level and quality of the services that Brighter Bills offers to all of its customers and permits Brighter Bills to regulate the Customer's use of the Services. The Customer acknowledges that, in respect of any broadband speeds, any speeds quoted by Brighter Bills are approximate only and that the level of service that can be obtained by the Customer will be dependent on factors outside the control of Brighter Bills including but not limited to the geographical proximity of the Customer to the local exchange and the quality of the infrastructure serving the Customer's premises.

2.10 The Customer hereby specifically authorises Brighter Bills to send/resend CPS during the continuance of this agreement and hereby waives Brighter Bills obligation to notify it of the same being done. If the Customer wishes to receive such notification, then it must so inform Brighter Bills in writing.

2.11 Where Brighter Bills provides software to the Customer as part of the Services

and/or Equipment Brighter Bills, the Customer acknowledges that, unless otherwise set out in this agreement, all intellectual property rights in any such software and/or Equipment remain with Brighter Bills, or its suppliers or licensors. Brighter Bills hereby grants a non-exclusive licence of the software to the Customer solely for the use of the same by the Customer in connection with the Services and/or Equipment. This licence automatically terminates the termination of this agreement. Brighter Bills does not warrant that the software will be error–free and the Customer hereby agrees to make proper back-ups of all data. The Customer agrees that it will not copy, decompile or modify the software without the prior written consent of Brighter Bills and will not distribute the software to any third party.

2.12 Where Brighter Bills incur site survey, provisioning, engineering or other fees (whether its own or to a third party) associated with meeting the customer's requirements and/or subsequently the line does not become operational for any reason then Brighter Bills have the right to charge the customer fees of up to £120 per line together with any charges levied on Brighter Bills by a third party in bringing the associated infrastructure up to the relevant standard.

2.12.1 If the Customer instructs Brighter Bills to cease or port the provision of an NGN (non geographic number) Brighter Bills has the right to charge the Customer a disconnection fee of £199 for each NGN number.

2.12.2 If the Customer ceases or ports the provision of a virtual number away from Brighter Bills. Brighter Bills has the right to charge the Customer a disconnection fee of £35 for each virtual number.

2.13 Where the Customer is a Consumer, the Customer has the right to cancel the agreement within 7 days of the date of the contract. Cancellation can be made by notifying Brighter Bills by fax, email or telephone. Any services used within this period will be chargeable. Any third-party costs incurred by Brighter Bills within this period at the request of the Customer will be chargeable. Cancellation charges may apply if the service is terminated outside of prescribed timescale. Consumers may have additional rights in respect of contract renewal periods. Please see www.ofcom.org.uk for further information.

2.13.1 Where the Customer is not a Consumer but is entitled or permitted by Brighter Bills to cancel the agreement during any initial cancellation period, any services used within this period will be chargeable and any third-party costs (including cancellation fees) incurred by Brighter Bills within this period at the request of the Customer will be chargeable. Cancellation charges may apply if the service is terminated outside of prescribed timescale.

2.14 Where the Customer is a Consumer, the Customer has the right to take unresolved complaints to an approved Alternative Dispute Resolution agency eight weeks after the complaint was made. CISAS is an independent approved Alternative Dispute Resolution agency which provides this service free of charge.

2.15 Where Brighter Bills allocate to the Customer a telephone number or code as part of the Services, the Customer acknowledges that they will not acquire any legal, equitable or other rights in relation to any such telephone numbers or codes. Brighter Bills can withdraw or change any such telephone numbers or codes but will only do so if it is required to under any legal or regulatory changes.

What Level of Service Brighter Bills Provides

2.15 Brighter Bills will provide the Service(s) in accordance with the terms of this agreement and shall use reasonable skill and care when providing the Service(s).

2.16 Brighter Bills does not guarantee that the Services will be continuously available or free from Service Failures.

2.17 If a Service Level is not achieved by Brighter Bills as a result of a Service Failure, Brighter Bills will, subject to Clause 7, pay to the Customer a Service Credit.

3. How long does this agreement last and when can it be ended

3.1 The obligations for each of the parties start on the following dates:

3.1.1 (a) The Customer's obligations start on the Connection Date and will continue for the Minimum Term and thereafter for further periods each equivalent to the Minimum Term until terminated by either party giving to the other not less than 30 days prior written notice but not greater than 60 days prior written notice expiring at the end of the Minimum Term or at the end of any subsequent period as appropriate. The minimum term for a leased line, until terminated by either party giving to the other not less than 120 days prior written notice but not greater than 150 days prior written notice expiring at the end of the Minimum Term or at the end of any subsequent period as appropriate.

(b) Where the Customer has provided notice in accordance with Clause 3.1 but fails to transfer their services away from Brighter Bills within 30 days following the expiry of the Minimum Term or the expiry of any subsequent period, this will be deemed as acceptance by the Customer of continuing to contract with Brighter Bills for a further period equivalent to the Minimum Term (unless Brighter Bills agree otherwise). Your account must be paid up to date before you can request to end your contract

3.1.1 Brighter Bills obligations start on the Connection Date.

3.2 Either party shall be entitled forthwith to suspend and/or terminate this agreement by giving written notice to the other if:

3.2.1 the other commits a continuing or material breach of this agreement and, if the breach is capable of remedy, fails to remedy it within 14 days (but 7 days in the case of failure by the Customer to pay the Charges) after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

3.2.2 an administrator takes possession or a receiver is appointed over any of the property or assets of the other party, the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order, the other party becomes bankrupt or goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the other party under this agreement); or

3.2.3 The other party ceases, or threatens to cease, to carry on business.

3.3 Brighter Bills may terminate this agreement immediately if:

3.3.1 any licence or agreement under which Brighter Bills or the Customer has the right to run its telecommunications system and in the case of the Customer connect it to the Brighter Bills system is revoked, amended or otherwise ceases to be valid; or

3.3.2 the Customer is suspected, in the reasonable opinion of Brighter Bills, of involvement with fraud or attempted fraud in connection with use of the Services or this Agreement;

3.3.3 Brighter Bills are instructed by OFCOM or any other competent legal or regulatory authority to stop providing the Service(s) to the Customer;

3.3.4 the Customer has breached the agreement in such a way that Brighter Bills could be in breach of any Legislation and/or in breach of any agreements with its third party providers required to provide the Service(s);

3.3.5 The Customer commits persistent non-material breaches (which, in aggregate amount to a material breach);

3.3.6 Brighter Bills reasonably suspects that the Customer is unable to pay or is refusing to pay Brighter Bills charges and/or budget plan payments;

3.3.7 A Change of Control takes place or is proposed.

3.4 For the purpose of clause 3.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

3.5 The Customer can terminate this agreement by giving Brighter Bills one month's written notice:

3.5.1 for convenience before the end of the Minimum Term, but acknowledges that Brighter Bills shall be entitled to invoice the Customer any Early Termination Charges for either the agreed Minimum Spend Levels that the Customer would have paid for had they not terminated the agreement early or if there is no Minimum Spend Levels, the average recurring charges over the previous six months' invoices prior to the date of termination multiplied by the remaining months of the Minimum Term. Together with any waivered one-off charges and/or Installation Charges and an average of the usage charges invoiced by Brighter Bills over the previous 6 months, multiplied by the remaining months of the minimum charge. The Customer further acknowledges that the above remedy for Brighter Bills is a fair and reasonable estimate of Brighter Bills loss incurred as a result of the early termination of the agreement by the Customer; or

3.5.2 if Brighter Bills changes the Terms and Conditions pursuant to clause 10.2 For the avoidance of doubt, if the Customer terminates pursuant to this clause 3.5.2, there shall be no Early Termination Charges incurred by the Customer to Brighter Bills.

3.6 A waiver by either party of a breach of the provision of this agreement shall not be considered as a waiver of a subsequent breach of the same or another provision.

3.7 In the event of termination by either party for any reason:

(a) Brighter Bills shall be entitled to recover from the Customer:

(i) the Equipment or cost thereof as appropriate including, where appropriate, but not limited to the cost of installing or removing the equipment. If a Cisco router has been supplied and not returned, a fee of up to £1100 but no less than £500, depending on router and circuit, will be applied to the final invoice.

3.8 Small Business customers agree to waive the right to restrict the contract term to 24 months. The maximum term Brighter Bills will offer is 5 years (60 months)

4.1.2 Brighter Bills will endeavor to carry out work by appointment and during normal working hours but may request the Customer to provide access at other times. If at the request of the Customer Brighter Bills carries out work outside its normal working hours the Customer will be responsible for Brighter Bills reasonable additional charges.

4.1.3 Unless otherwise agreed the Customer shall at its own expense carry out such site preparations as Brighter Bills may reasonably require. Where a site survey is carried out the costs thereof and of any required work identified in the site survey shall be borne by the Customer.

4.2 If the Customer requests maintenance or repair work which is found to be unnecessary or results from an act or omission of the Customer, Brighter Bills will charge for the work and the costs incurred.

4.3 The Customer hereby duly authorises Brighter Bills, its dealers and agents to reprogram and or remove existing access equipment in order to provide the Services. In the event that the work is undertaken by the Customer's existing maintainer and not Brighter Bills, Brighter Bills will pay a maximum contribution of £75 plus vat towards any charges raised by the Customer's existing maintainer. The Customer to pay all other costs.

4.4 Where BT Openreach charges Brighter Bills for repairs (and/or engineering call out), and the fault is due to damage to the Customer's equipment, Brighter Bills reserves the right to invoice the Customer for the amount of such BT Openreach charge together with an administration charge of £25.

4.5 Where required by Brighter Bills, the Customer shall ensure that environmental conditions are maintained for Equipment.

5. What Brighter Bills Charges and When the Customer Must Pay Brighter Bills

5.1 Unless otherwise specified in writing by Brighter Bills the Customer agrees to pay Brighter Bills charges and/or budget plan payments monthly by Direct Debit, the first payment to be made at the discretion of Brighter Bills within thirty days of the start of the provision of the Services and in accordance with the applicable tariffs. Where network connection and/or line rental services form part of the Services the charges shall be paid in advance.

5.2 Usage charges will be such charges for the use of the Services by either (i) the Customer or (ii) any third party who has accessed the Equipment without the Customer's authority and fraudulently used the Services as Brighter Bills may notify to the Customer from time to time by e-mail or by post.

Details of the Customer's current charges can be obtained by emailing Brighter Bills at business-support@brighterbills.co.uk with full account details. There will be a minimum monthly usage charge and low usage charge for each Service as set out in Brighter Bills price list from time to time. Usage charges payable shall be calculated by reference to any data recorded or logged by Brighter Bills or its service carrier and not by reference to any data recorded or logged by the Customer. Brighter Bills shall be entitled to estimate the usage charges in circumstances where the relevant data is not available to Brighter Bills in a timely manner, and any estimated usage charge shall be reconciled on a subsequent invoice.

5.2.1 Unless otherwise stated all other amounts due from the Customer to Brighter Bills shall be paid within 7 days of the date of Brighter Bills invoice.

5.3 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to Brighter Bills (such failure to pay being a material breach of this agreement), Brighter Bills may charge the Customer (i) an administration fee between £40 and £100 depending upon amount of debt and/or statutory compensation at the prevailing rate and (ii) interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Brighter Bills will also claim for reasonable costs each time we try and recover the debt.

5.4 The price for the Services is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Brighter Bills.

5.5 The Customer agrees to pay Brighter Bills in full without any set-off all sums due to Brighter Bills under this Agreement.

5.6 Brighter Bills shall be entitled to require the Customer to pay a deposit in respect of future usage charges, and the Customer shall pay the amount so required within 7 days of a request for the same.

5.7 The Customer authorises Brighter Bills to vary the amount, frequency and time of any Direct Debit to such level as Brighter Bills deem reasonably appropriate (a) to take account of either an increase or decrease in usage of the Services by the Customer (b) to reduce such indebtedness of the Customer to Brighter Bills and/or (c) to such other operational matter affecting the Services as Brighter Bills shall in its discretion deem reasonable.

5.8 If the Customer elects an alternative payment method to that of paying by monthly Direct Debit, Brighter Bills shall be entitled to charge a monthly administration fee.

5.9 If any payment is cancelled or returned unpaid by the Customer's bank or if the Customer fails to discharge any invoice within 7 days of its date, then without prejudice to any right or remedies under this Agreement, Brighter Bills shall from the time of such failure provide the Services at the standard published usage charges and in addition the Customer agrees to pay Brighter Bills an administration fee of £25. For the avoidance of doubt the time of payment is of the essence of this Agreement and a failure to pay on time, or the cancellation of a Direct Debit shall be a material breach of contract allowing Brighter Bills to terminate this Agreement immediately. Invoices paid by credit card incur an additional £5 or 3% charge of the transaction whichever is the greater.

5.10 Should the Customer have any dispute with regard to the usage charges or any other charges, the Customer shall give written notice to Brighter Bills of the amount in dispute and the reason for the dispute. Any rectification or amendment of such disputed charges are limited to the 6 months prior to

the written notification being received by Brighter Bills and remains at Brighter Bills sole discretion such discretion not to be unreasonably withheld. Such notice must be received prior to the Customer not paying any amount due to Brighter Bills, failing which the Customer shall be deemed to be in breach of contract and clause 3.3.3 shall apply together with clause 5.8 and clause 5.3 in respect of the entire balance. The Customer shall remain liable to pay all amounts not in dispute in accordance with the terms of this agreement.

5.11 The Customer remains liable for all charges whether the Customer or someone else used the services and whether the services were used with the Customer's knowledge and consent or otherwise including and not limited to fraudulent calls made by a rogue callers and calls made by any third party who has gained unauthorised access to the Customer's system.

5.12 Brighter Bills retains the right to vary the charges set out in the tariff at any time upon giving the Customer 7 days' notice such notice to be given either on the monthly invoice or on www.Brighterbills.co.uk and continued use of the Service is deemed acceptance of these changes.

5.12.1 Where the Customer is a Consumer, we will provide at least 30 days'notice of a change to service pricing in writing to you and/or publish the change on our website at www.BrighterBills.co.uk. The change to price will not take effect until the end of the 30-day period. As a Consumer, the

Customer has the right to end the contract for the service in question with Brighter Bills by giving not less than 10days' notice in writing within 10 days of our notification of the relevant change to pricing. If the Consumer fails to exercise their right to cancel, continued use of service by the Consumer is deemed as acceptance of the relevant change.

5.13 Where the Customer requests the cancellation of a Directory Listing product, they will remain liable for the Directory Listing charges until the next publication of the phone book by BT when the listing will be deemed removed.

5.14 Any calls that are routed by any means beyond the control of Brighter Bills and for which you are invoiced by another provider will remain the responsibility of the customer.

5.15 Should a Consumer fail to renew their Agreement prior to the Minimum Term, Brighter Bills reserves the right to set the tariff to standard rates (for current standard rates please see www.brighterbills.co.uk).

5.16 Brighter Bills may at its absolute discretion impose a Credit Limit on the Customer's account and any such Credit Limit can be amended at any time without prior notice.

5.17 Where a Rebate is due and payable to the Customer by Brighter Bills, the

Customer authorises Brighter Bills to raise a self-bill on its behalf. Brighter Bills will notify the Customer of the amount of Rebate and, subject to clause 5.19 , Brighter Bills will pay the Rebate due to the Customer within 45 days following the invoice or (if later) within 7 days of the date of receipt by Brighter Bills of the sums due from the relevant third-party carrier.

5.18 Brighter Bills shall have the right at any time to amend the amount of any Rebate by giving the Customer written notice prior to the effective date of the revision which shall apply to all Rebate Services where a Rebate is payable provided to the Customer on or after the date of effective revision of the Rebate rate change.

5.19 Brighter Bills may withhold any Rebate due to the Customer under the following circumstances:

5.19.1 Brighter Bills has reasonable grounds to believe that the relevant Rebate Service is being used for illegal or fraudulent activity or otherwise in breach of this Contract; or

5.19.2 Brighter Bills is notified of a decision or a request by a regulatory body (e.g. Phonepay Plus) relating to a Rebate Service to pay any fine or administrative charge incurred as a result of the Customer's misuse of the relevant Rebate Service; or

5.19.3 The relevant network operator withholds payment of the relevant Rebate (in whole or part) due to Brighter Bills in relation to a Rebate Service used by the Customer; or

5.19.4 The relevant network operator claims repayment of any sum paid to Brighter Bills in relation to a Service used by the Customer

5.20.1 An administrative charge of £99 will be made for any cancellation or termination request.

5.20.2 A charge of £45 will be made for the cease of a SIP endpoint.

5.20.3 A charge of £35 will be made for the export of a virtual number to another network.

5.20.4 A charge of £80 will be made for the cease of a broadband/fibre connection.

5.20.5 5A charge will be made of up to £1100 but no less than £500, if a router is supplied and not returned.

6 When Brighter Bills can Suspend the Services

6.20 Brighter Bills shall be entitled, for business, operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on Brighter Bills by its licence or by any other competent authority (including any network provider), to withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer whether on a temporary or permanent basis provided that Brighter Bills gives the Customer the maximum period of notice in writing thereof practicable in the circumstances.

6.21 If the Customer is in breach of a material term of this agreement Brighter Bills may at its sole discretion and upon giving the Customer written notice elect to suspend without compensation the provision of Services for a period not exceeding 14 days. If the breach is capable of remedy and is remedied by the Customer within the 14-day period, then Brighter Bills shall recommence the provision of Services. If the breach is not capable of remedy or if so, capable is not remedied within the period of 14 days, then Brighter Bills shall have the option of either terminating this Agreement under the provision of clause 6.1 or of continuing the Services.

6.22 If the Customer's call charges exceed the estimated call spend or the Credit Limit given to the Customer by Brighter Bills, whichever is the lower, then Brighter Bills reserves the right to request immediate payment of the excess amount and to demand in accordance with clause 5.6 a deposit be paid in such amount as Brighter Bills shall deem to be reasonable. If payment is not made forthwith by the Customer, Brighter Bills shall be entitled to suspend all or any of the Services until payment of the excess amount is made in full.

6.23 Notwithstanding and without prejudice to any of its rights under this Agreement, Brighter Bills reserves the right to withdraw the Services or any part thereof at any time if the monthly charges to the Customer are not, in the opinion of Brighter Bills, sufficient to make provision of the Services viable for Brighter Bills.

7 Liability of each Party

7.20 Nothing in this agreement shall exclude or restrict the liability of either party for death or personal injury resulting from its negligence.

7.21 If the Services fails to operate or the Customer diverts traffic to another carrier, Brighter Bills will not be responsible for that carrier's charges.

7.22 Neither party shall be responsible to the other in contract, tort or otherwise for any: 7.3.1 loss of business;
7.3.2 loss of revenue;
7.3.3 loss of profit;
7.3.4 loss of data;
7.3.5 loss of contracts;
7.3.6 loss of anticipated savings; or
7.3.7. for any other indirect or consequential loss whatsoever.

save that this exclusion shall not apply to the fraudulent activities of either party nor to any claw-back or other loss suffered by Brighter Bills pursuant to the determination by an airtime services provider that the Customer has used and/or provided services using the Equipment and/or Services which it deems a gateway.

7.23 Brighter Bills liability to pay Service Credits in accordance with Clause 2.17 shall be the maximum extent of Brighter Bills liability and the Customer's sole financial remedy for Service Failures.

7.24 Each party's liability in tort, contract or otherwise arising out of or in connection with the performance of either party's obligations under this Agreement shall be limited to £1,000,000 for any one incident or series of incidents and

£2,000,000 in aggregate. Service Credits paid or credited to the Customer by Brighter Bills will be counted and calculated for the purposes of Brighter Bills maximum liability.

7.5 Neither party shall be liable to the other for any damage or loss which may be incurred by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God failure or shortage of power supplies, trade dispute, any act or omission of Government, highways, regulatory bodies, other public telecommunication operators or other competent authority, or supply of services by third parties.

7.6 In accordance with clause 9, the Customer will be liable for any fraudulent activity arising at the Customer's site. Controlling unauthorised access (including fraudulent access) to PBX, trunking or other equipment or resource shall be the sole responsibility of the Customer.

8 Mobile Services

8.20 In respect of Mobile Services and unless Brighter Bills advise otherwise the Customer shall enter into an agreement direct with the Airtime Services Provider and is responsible for all aspects (including the management) of that airtime service agreement. Brighter Bills shall assist the Customer wherever possible in the management of the airtime service agreement.

8.21 If Brighter Bills agrees to reimburse to the Customer charges for specified mobile numbers in respect of the Customer's transferring Airtime Service Provider in respect of such mobile numbers reimbursement must unless otherwise agreed in writing (i) be claimed by the Customer not earlier than four months from the date of transfer and (ii) be only claimed in respect of such mobile numbers as remain live and have not had a notice of termination of agreement served at the date of the claim.

8.22 Brighter Bills will be paid commission (initially and on an ongoing basis) by the Airtime Service Provider for introducing the Customer and other customers to it. Such commission may be clawed back in certain circumstances due to the act or omission of the Customer, including if the airtime service agreement is terminated or in respect of gateway or unauthorised use by the Customer. The Customer shall indemnify Brighter Bills against any such claw-back and immediately on demand pay to Brighter Bills an amount equivalent to that clawed-back.

8.23 Where it is agreed that Brighter Bills shall pay to the Customer a cash incentive inducement or subsidy for entering into an airtime services agreement, any such amounts must be invoiced by the Customer in three equal amounts such invoices to be dated and delivered at the end of

months 6, 12 and 18 of the airtime services agreement. Payment shall only be due to the Customer where the airtime services agreement has not been terminated before the end of the minimum term of the airtime service agreement. The Customer shall produce to Brighter Bills such evidence as Brighter Bills may reasonably require as to the continuation in force of the airtime service agreement.

8.24 Any cash incentives or subsidies due under this clause 8 that have not been claimed by the Customer within 14 days from the end of the minimum term of the airtime service agreement become null and void.

8.25 Any Equipment supplied in connection with Mobile Services shall be supplied subject to these terms and conditions. Brighter Bills shall endeavour to supply the Equipment as soon as practicable and reserves the right to alter specifications or designs at any time to meet such delivery target.

8.26 All such Equipment will be supplied with the manufacturer's guarantee, unless otherwise agreed in writing. The Customer hereby acknowledges that the manufacturer's guarantee is only valid if the Customer complies with the terms and conditions of manufacturer's guarantee.

8.27 The Customer shall be liable for the full costs of any repairs carried out to the Equipment which are not covered by the manufacturer's guarantee.

8.28 The Customer agrees that Brighter Bills shall not be liable for any loss or costs suffered by the Customer:

8.28.4 following any loss by the Customer of Equipment and/or the unlawful use thereof by a third party.

8.28.5 resulting from loss of network service or other network issues (including the porting of numbers).

8.29 The Customer shall be liable for the costs incurred by Brighter Bills of obtaining PAC, MAC or similar codes required for the transfer of the Services.

9 Fraud

9.20 For the avoidance of doubt, fraudulent activity includes but is not limited to:

(i) Calls made from the Customer's PBX without their knowledge;

(ii) Calls made utilising the Customer's authentication details; (iii) Calls made from an authenticated IP address.

9.21 The Customer acknowledges that the Service known as "fraud monitor" is not a fraud prevention system and does not prevent unauthorised access to the Equipment. It is the sole responsibility of the Customer to setup and maintain their own security independently of Brighter Bills and therefore Brighter Bills accepts no liability whatsoever for any costs incurred as a result of a breach of security.

9.22 For the avoidance of any doubt, the Customer responsibilities include but are not limited to;

(i) Secure implementation and management of their systems including

any hardware not provided by Brighter Bills such as Firewalls or PBX.

(ii) Maintaining security and confidentiality of authentication details for online service portals and other services.

(iii) Mitigate exposure to any suspected or known security breach by resetting passwords, requesting that accounts are disabled and reporting the incident to Brighter Bills.

(iv) reporting the incident to the Police.

9.23 Brighter Bills reserves the right to invoice the Customer for any fraudulent activity made in accordance with clauses 7.6 and 9.1.

9.24 The Customer accepts full and complete liability for any costs, losses or damages incurred as a result of fraud and agrees to indemnify Brighter Bills against any against any costs, losses or damage suffered by Brighter Bills arising from any fraudulent activity made in in accordance with clauses 7.6 and 9.1 including any costs and expenses reasonably incurred by Brighter Bills in investigating any such fraudulent activity.

9.25 Brighter Bills recommends the Customer obtains professional security advice with regard to PBX, trunking or other equipment or resource.

10 General

10.20 Brighter Bills reserves the right to change the provider of the services to it at any time.

10.21 Brighter Bills reserves the right to change these Terms and Conditions at its sole discretion by giving the Customer, subject to clause 10.3, not less than one month's' notice (usually on the front page of the monthly invoice and/or on its website www.Brighterbills.co.uk If the changes to the Terms and Conditions is likely to cause a material detriment to the Customer, the Customer can terminate the Contract without charge (other than any outstanding invoices which remain due and payable) in accordance with clause 5.2.1. Should the Customer not notify Brighter Bills of any objection to the change to the relevant Terms and Conditions within the one-month notice period the Customer's continued use of the Services thereafter will be deemed acceptance of such changes.

10.22 If Brighter Bills is required to make a change to these Terms and Conditions as a result of any legal or regulatory requirement, Brighter Bills will give the Customer as much notice as Brighter Bills receives from any such legal or regulatory body.

10.23 A notice required or permitted to be given by:

10.23.4 Brighter Bills under this agreement shall be in writing addressed to the Customer at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to Brighter Bills and shall be deemed

served on the second day after the same has been posted.

10.23.5 the Customer under this agreement to Brighter Bills shall be sent by recorded delivery, shall be in writing and addressed to Brighter Bills principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the Customer and shall be deemed served at the time of delivery.

10.24 If any provision of this agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected.

10.25 The Customer shall not assign sub-license, delegate or otherwise deal with all or any of its rights and obligations under this agreement without Brighter Bills prior written consent, such consent not to be unreasonably withheld. Nothing in this agreement shall be deemed to grant to the Customer a licence to use any software or other intellectual property right (which shall include the Brighter Bills trademarks) other than strictly in accordance with the terms of this agreement. For the avoidance of doubt, the Customer shall not be entitled to sub-license any such software or other intellectual property rights.

10.26 These terms and conditions together with any terms set out in the order constitute the entire agreement between the parties, supersede any previous agreement or understanding and, subject to clause 10.1 and 5.2, may not be varied except in writing and signed by Brighter Bills or varied orally and then confirmed in writing by Brighter Bills. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. In entering into this agreement, the Customer acknowledges that it does not rely on any representations which are not confirmed in the terms of this agreement, but nothing in this agreement affects the liability of either party for fraudulent misrepresentation.

10.27 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

10.28 The laws of England and Wales shall govern this agreement, and the Customer agrees to submit to the exclusive jurisdiction of the English Courts.

10.29 The Customer must bring any legal proceedings against Brighter Bills in connection with this Agreement within 12 months from the date which the Customer first became aware or ought reasonably to have become aware of the facts giving rise to the liability or potential liability of Brighter Bills or within the statutory limitation period, whichever is the earlier.

10.30 The Customer and Brighter Bills undertake to each other that it shall keep and shall procure that its directors, officers, employees, servants, agents and sub-contractors (as appropriate) shall keep secret and

confidential and shall not use, copy, adapt, alter or part with possession of, or disclose to any other third party any information or material of a technical or business nature relating in any manner to the affairs, business, products or services of the other which may be received or obtained in connection with the performance of this agreement PROVIDED THAT:

10.30.4 Nothing herein shall prevent the use or disclosure of any information not treated by the other party as confidential or which does not properly belong to it; and

10.30.5 the party receiving such information or material shall not be prevented from using or disclosing the same to the extent that it is in or comes into the public domain otherwise than through the default or negligence of the receiving party, or to the extent that its disclosure is required by law.

10.31 Each party warrants to the other that it will at all times comply with its obligations (if any) under the Data Protection Act 1998 (as amended). Where the discharge of Brighter Bills obligations under this agreement involves the processing of personal data, the Customer appoints Brighter Bills as the Customer's data processor to process the personal data on behalf of the Customer for the purposes of this agreement.

10.32 The Customer is responsible for the security of the use of the Services including, but not limited to, backing up all data, ensuring that appropriate anti-virus software is installed, having appropriate procedures in place to protect and update passwords and having an appropriate disaster recovery plan in place. Where the Customer knows or ought reasonably to know that that there is a threat to the security of the Services, the Customer must promptly contact Brighter Bills.

Small Business Customers

This notice applies to businesses and not for profit organisations for which no more than 10 individuals work (whether as employees, volunteers (except in relation to not- for-profit entities) or otherwise) who receive telecommunication services regulated by Ofcom ("Eligible Customers")

UK Telecoms' laws and regulations (such as the General Conditions of Entitlement (General Conditions) and Communications Act 2003) offer certain protections, some of which can be waived by Eligible Customers. The purpose of this notice is to inform you, as an Eligible Customer, of the rights which we are asking you to waive, so that you can make an informed decision before entering into your contract with us.

Waived Rights

Contract Summary and Information

Before Eligible Customers are bound by a contract for electronic communications services, they have a right to receive:

1. Contract information setting out details of their rights, remedies and key contract terms. This information must be provided in a form such as email that allows the Eligible Customer to store it for future reference; and
2. A contract summary in the form prescribed by regulation (as found here https://www.legislation.gov.uk/eur/2019/2243/annex),

which both form part of the agreement between the Eligible Customer and provider.

Whilst you will be waiving your rights in relation to the above, you can still find all of the relevant information on your order form, in our terms and conditions and on our website or ask your account manager.

Term and Termination

Contracts should not have a minimum commitment period of longer than 24 months and should not be automatically extended where a customer purchases additional services under that contract unless they have provided express consent.

Before entering into your contract with us please ensure you are happy with the length of your minimum commitment period and the conditions under which the term of your contract can be extended. If you have any questions relating to the duration and termination conditions for your contract, please contact your account manager.

Usage Notifications

Providers must notify Eligible Customers when a service which is billed on the basis of time or volume has been fully consumed. This notification must include information on any usage charges that the Eligible Customer will incur if they continue to use the relevant service.

Once you have fully consumed your allowance, you can speak to your account manager who can provide details of any charges that will apply to continued use of the relevant service.

Bundles

Some of the rights which Eligible Customers have under the General Conditions, which usually apply only to communications services such as internet access and mobile, are extended to services such as software, equipment and content services ("**Bundled Services**"). This includes, for example:

- Including information on Bundled Services in contract summary and contract information documents;
- Allowing termination for all Bundled Services when a right of exit arises due to an amendment to the contract;
- Enabling termination of contracts for Bundled Services on 30 days' notice after the minimum term has ended;
- Providing information in relation to the migration of Bundled Services to other providers; and
- Limiting compensation payable in relation to Bundled Services where a contract is terminated before the end of the minimum term.

Whilst we are committed to protecting your rights in relation to the communications services we provide, waiving rights in relation to Bundled Services enables us to reflect the terms in our supplier contracts and offer you increased flexibility in how you purchase services from us.

If you do not wish to waive any of the above rights please speak to your account manager who will be able to discuss the impact this will have on your contract with us.

You can find full details of the General Conditions and the protections it contains for Small Business Customers here:

https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement

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