

PSTN (BT) Service

Terms and Conditions

1 INTERPRETATION

- 1.1 In these terms and conditions ("**Conditions**"), words and expressions shall have the same meanings as assigned to them in FLUIDONE LIMITED Terms of Business, except or as additionally detailed below:

"Emergency"	means a serious situation or occurrence that happens unexpectedly and demands immediate action
"Event and Time Related Charges"	Means excess construction charges, abortive visit charges and similar
"PECS"	Means Public Electronic Communications Service as defined by OfCom
"PECN"	Means Public Electronic Communications Service as defined by OfCom
"PSTN Service"	Means the provision of basic telephony services across the BT network.
"Relevant Notice Period"	means not less than 28 calendar days' notice or such other period of notice that FLUIDONE LIMITED or BT is directed or required to provide to Ofcom;
"Service Establishment Date"	Means, for a specific PSTN connection, the date that the Service is made available to the Customer
"Site"	Means the physical location of Customer premises to which the PSTN Service is to be delivered
"FLUIDONE LIMITED Equipment"	Means (where relevant) equipment (including any software) placed by FLUIDONE LIMITED at a Site to provide the Service

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 SCOPE

- 2.1 These terms and conditions represent Service Specific Terms and Conditions for the supply of PSTN Services by FLUIDONE LIMITED ("**Conditions**").
- 2.2 Service Contracts are formed following the process described in clause 3 of the FLUIDONE LIMITED Standard Terms of Business.

3 COMMENCEMENT AND TERMINATION

- 3.1 This Service Contract begins on the date that the Order Form for the Service, is accepted and signed by duly authorised representatives of FLUIDONE LIMITED and the Customer and shall continue until terminated in accordance with this Service Contract.
- 3.2 The Customer may terminate this Service Contract on 28 days' notice if FLUIDONE LIMITED materially changes the conditions of this Service Contract to the Customer's detriment (other than the charges) provided that such notice to terminate shall be served on FLUIDONE LIMITED no later than 21 days from the date the change comes into effect; or on not less than 4 months' notice for any other reason.
- 3.3 FLUIDONE LIMITED may terminate this Service Contract immediately upon notice if the Customer or FLUIDONE LIMITED is prohibited from providing the PSTN Service by Ofcom or FLUIDONE LIMITED loses its status as a PECS or PECN; or on not less than 15 months' notice for any other reason.
- 3.4 Service Contracts can additionally be terminated under the provisions of the FLUIDONE LIMITED Terms of Business.

4 PROVISION OF THE SERVICE

- 4.1 From the Service Establishment Date, which shall not be unreasonably delayed, FLUIDONE LIMITED will:
- 4.1.1 provide the Customer with the Service under the terms of this Service Contract;
 - 4.1.2 grant the Customer a non-exclusive non-transferable right to use the BT Network for the sole purpose of enabling the Customer to utilise the PSTN Service.

COMMERCIAL IN CONFIDENCE

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- 4.2 FLUIDONE LIMITED will provide the Service with the reasonable skill and care of a competent telecommunications service provider including determining how best to provide the Service at any Site.
- 4.3 FLUIDONE LIMITED and the Customer will use their reasonable endeavours to provide sufficient resources in order to perform their respective obligations under this Service Contract.
- 4.4 It is impracticable to provide a completely fault or error free Service and FLUIDONE LIMITED does not undertake to do so.

5 SERVICE MANAGEMENT

- 5.1 Customer acknowledges that the BT Network requires maintenance outage periods which may affect the PSTN Service. In such cases, FLUIDONE LIMITED shall give the Customer notice of the changes as soon as reasonably practical.
- 5.2 FLUIDONE LIMITED may:
 - 5.2.1 change the codes or the numbers allocated only in order to meet the national numbering requirements of Ofcom; or
 - 5.2.2 give the Customer instructions which it reasonably believes are necessary for reasons of health, safety or the quality of the Service or the quality of any other telecommunications services provided to the Customer and it is the Customer's responsibility to ensure these are adhered to; or
 - 5.2.3 interrupt the Service for operational reasons (such as maintenance or Service upgrades) or because of an Emergency. FLUIDONE LIMITED will restore the interrupted Service as quickly as possible. For service interruptions which have a significant impact on the ability of Customers to make or receive calls, FLUIDONE LIMITED will advise the Customer of restoration of the Service as soon as reasonably practical; or
 - 5.2.4 provide notice of the changes as soon as reasonably practical for operational reasons, introduce or withdraw Service features, introduce process changes, change the technical specification of the Service or particular components of the Service including without limitation Service or system upgrades subject to clause 5.1.
 - 5.2.5 If the Customer reports a fault in the Service, FLUIDONE LIMITED will respond in line with the level of Service Maintenance Level the Customer has chosen.
 - 5.2.6 If BT receives a valid order for the PSTN service from another communications provider which relates to a line provided by FLUIDONE LIMITED to the Customer under this Service Contract, FLUIDONE LIMITED shall cease to provide that line to the Customer. FLUIDONE LIMITED shall advise the Customer in accordance with the relevant process relating to that transaction.

6 FLUIDONE LIMITED EQUIPMENT

- 6.1 FLUIDONE LIMITED Equipment remains the property of FLUIDONE LIMITED at all times.
- 6.2 The Customer will:
 - 6.2.1 prepare and provide a suitable place, conditions and connection points required by FLUIDONE LIMITED in accordance with FLUIDONE LIMITED's reasonable instructions, if any; and
 - 6.2.2 in relation to the Site and any third party premises or land in or on which the Site is situated, obtain all necessary consents, including for example, consents for any necessary alterations to buildings or premises, permission to cross land or permission to put FLUIDONE LIMITED Equipment on property; and
 - 6.2.3 prepare the Site and provide a suitable place, conditions, connection points and electricity for FLUIDONE LIMITED Equipment at the Site in accordance with FLUIDONE LIMITED's reasonable instructions, if any.
- 6.3 The Customer is responsible for FLUIDONE LIMITED Equipment and must take reasonable steps to ensure that nobody (other than someone authorised by FLUIDONE LIMITED) adds to, modifies or in any way interferes with it. The Customer agrees to be liable to FLUIDONE LIMITED for any loss of or damage to FLUIDONE LIMITED Equipment, except where such loss or damage is due to fair wear and tear or is caused by FLUIDONE LIMITED, or anyone acting on FLUIDONE LIMITED's behalf.

7 CONNECTION OF EQUIPMENT TO THE SERVICE

- 7.1 Any equipment connected to the BT Network must be:

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- 7.1.1 technically compatible with the Service and not harm the BT Network, FLUIDONE LIMITED Equipment or another customer's network or equipment; and
- 7.1.2 connected and used in line with any relevant instructions, standards or laws.
- 7.2 Equipment can only be connected to the BT Network by using a BT main telephone socket or approved BT connection point. Where equipment is connected to the BT Network other than in accordance with this clause, the line will be cut off immediately.

8 ACCESS AND SITE REGULATIONS

- 8.1 FLUIDONE LIMITED's normal working hours for Site Visits are 0900 – 1700 Monday to Friday (excluding UK Public and Bank Holidays). If the Customer requests and FLUIDONE LIMITED agrees to work outside of these hours, the Customer must pay additional charges notified on order.
- 8.2 The Customer shall provide FLUIDONE LIMITED with access to the Site.
- 8.3 FLUIDONE LIMITED will observe (and shall procure that its employees, agents and subcontractors where engaged in providing the Service shall observe) the Customer's reasonable Site safety and security requirements made known and brought to the attention of the FLUIDONE LIMITED personnel at the Site.
- 8.4 The Customer will provide a suitable and safe working environment for FLUIDONE LIMITED (and for FLUIDONE LIMITED's employees, agents and subcontractors where engaged in providing the Service) at the Customer's Site.
- 8.5 FLUIDONE LIMITED only accepts responsibility for any property damage caused by FLUIDONE LIMITED's (and for FLUIDONE LIMITED's employees, agents and subcontractors where engaged in providing the Service) negligence subject to the limitation of liability referred to in clause 13.
- 8.6 Subject to clause 8.5. it is the Customer's responsibility to carry out afterwards any making good or decorator's work required.

9 USE OF THE SERVICE

- 9.1 The Customer must take reasonable steps to procure that the PSTN Service, is not used:
 - 9.1.1 to make Nuisance Calls; or
 - 9.1.2 unlawfully or fraudulently or in breach of any legislation; or
 - 9.1.3 to send, knowingly receive, upload, download, use or re-use matter that is grossly offensive or of an indecent, obscene or menacing character; or
 - 9.1.4 contrary to any instructions given under clause 5.2.2.
- 9.2 If FLUIDONE LIMITED notifies the Customer that the Customer has used the Service for any of the purposes listed in clause 9.1 then if the Customer continues to use the Service for any of these purposes the service will be disconnected by FLUIDONE LIMITED. The Customer will indemnify FLUIDONE LIMITED against all loss, damages, reasonable costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against FLUIDONE LIMITED by a third party if there is a breach of this sub-clause 9.
- 9.3 The Customer shall not undertake any activity that has the effect of disrupting the Service or other services provided by FLUIDONE LIMITED to the Customer or its other customers.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges that all Intellectual Property Rights in or relating to the Service vest in or are licensed to FLUIDONE LIMITED and nothing in this Service Contract is to be construed as and it shall not have the effect of assigning or otherwise giving the Customer any rights in FLUIDONE LIMITED's Intellectual Property Rights except as provided in this clause 10.
- 10.2 FLUIDONE LIMITED grants the Customer for the duration of this Service Contract a non-exclusive, non-transferable licence to use any documentation and manuals relating to the Service (including those on the BT and FLUIDONE LIMITED Websites) and to make copies of those documents and manuals, to the extent necessary to make use of the PSTN Service and for its own internal use in connection with its obligations and rights under this Service Contract.

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- 10.3 All rights in any developments, improvements or variations to FLUIDONE LIMITED's Intellectual Property Rights will vest in FLUIDONE LIMITED.

11 CHARGES, PAYMENT AND BILLING

- 11.1 The Customer agrees to pay all charges for the Service as shown on the Order Form (or as otherwise agreed) and calculated using the details recorded by FLUIDONE LIMITED. Payment shall be by way of Direct Debit unless otherwise agreed in accordance with FLUIDONE LIMITED's credit vetting policy. Where applicable the Customer shall maintain the Direct Debit instruction at all times up to date and in effect.
- 11.2 Call charges will be invoiced to the Customer on a monthly basis. Call charges may vary from time to time, and posted at the following url: www.FluidOne Limited.co.uk/prices.
- 11.3 FLUIDONE LIMITED must issue an invoice within twelve (12) months of the date the charge for a Service was incurred (in the case of a recurring charge) or the Service was supplied (in other cases) except for Event and Time Related Charges for which FLUIDONE LIMITED must issue an invoice within six (6) months of the date a charge is incurred. In the case of a Series of Event and Time Related Charges and/or Services, FLUIDONE LIMITED must issue the invoice within six (6) months of the date the last charge in the series was incurred. A charge shall only be valid, and the Customer shall only be obliged to make payment, if the charge is raised within the periods specified above.
- 11.4 If the Customer wished to dispute an invoice, it will notify FLUIDONE LIMITED in writing within twelve (12) months of the date of the invoice giving its reasons. Notification of an invoice dispute under this Clause 11.3 is without prejudice to either party's right to refer the subject matter of that invoice dispute to Ofcom. The amount in an invoice dispute may be withheld by the Customer until the dispute is resolved and the balance shall be due and payable on the due date. The Customer is not entitled to withhold payment of any amount not in the invoice dispute. Payment of the invoice in whole, or in part, by the Customer does not affect the right of the Customer to dispute all or some of the charges of an invoice at a later date in accordance with this clause.
- 11.5 FLUIDONE LIMITED may make an invoice correction to an invoice sent to the Customer providing it notifies the Customer within twelve (12) months of the date of the invoice giving its reasons.

12 CHANGES TO THIS CONTRACT

- 12.1 FLUIDONE LIMITED may change this Service Contract at any time by giving not less than the Relevant Notice Period before the change takes effect in order to:
- 12.1.1 comply with any legal or regulatory obligation; or
 - 12.1.2 change the charges payable under this Service Contract; or
 - 12.1.3 maintain the integrity or security of the Service or the BT Network; or
 - 12.1.4 introduce or withdraw Service features (subject to such notice as is required under the applicable regulatory requirements); or
 - 12.1.5 introduce improved service levels; or
 - 12.1.6 introduce process changes to improve the quality of the Service; or
 - 12.1.7 improve clarity, or make corrections to typographical errors;
 - 12.1.8 providing that the changes in sub-clauses (12.1.3 to 12.1.7 inclusive shall not materially adversely affect the Service.

13 STANDARD TERMS OF BUSINESS

- 13.1 The FLUIDONE LIMITED Standard Terms of Business applicable at the date of contract are hereby incorporated by reference into any Service Contract entered into by FLUIDONE LIMITED which also incorporates these PSTN (BT) Terms and Conditions.