

This Agreement is between:

- (A) **One Source Communications Limited**, (registered number 07062362) whose registered address is 16 Commerce Road, Lynch Wood, Peterborough, PE2 6LR, (the "Supplier"), and
- (B) **[insert customer name]**, (registered number **[insert registered number]**) whose registered address is [insert registered address], (the "Customer").

PURPOSE

This Agreement (the "Agreement") sets out the terms on which the Supplier agrees to provide Telecommunication Lines and Call service to the Customer.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1. Agreement: means the contract made between the Supplier and the Customer upon these Terms and Conditions including the details set out in the Customer Service Agreement.
- 1.2. BT: means British Telecommunications plc and its Associated Companies and includes any other telecommunications provider and any telecommunications supplier which is an intermediary between BT and the Supplier.
- 1.3. Calls: means calls (including reverse charge calls) made on (an) Exchange Line(s)
- 1.4. Call Charges: means the Supplier's charges for Calls as specified in the Customer Service Agreement or otherwise notified by the Supplier.
- 1.5. Call Line Identification: means the service to display to the callers telephone number on the receivers telephone.
- 1.6. Charges: means any or all of the charges and fees payable by the Customer for the Service pursuant to this Agreement.
- 1.7. Confidential Information: means any information, whether communicated orally or in documentary or other form, which relates to the business of the Supplier including, without limitation, any information relating to products, customers, pricing, policies, methods, business plans and strategies, technical processes and financial affairs, in all cases whether expressly stated to be confidential or not.
- 1.8. Connection Charge: means the non-refundable charge payable by the Customer for installation and connection to the System as specified in the Customer Service Agreement or otherwise notified by the Supplier.
- 1.9. Connection Point: means a terminal block, a socket for a removable plug, a distribution frame, or any other device which the Supplier fixes in any of the Sites to connect the Customer's equipment to an Exchange Line.
- 1.10. CPS: means carrier pre-selection.
- 1.11. Customer Equipment: means any equipment supplied by the Customer and connected to the public telephone network and used by the Customer in Customer Service Agreement to use the Service.
- 1.12. Customer Service Agreement: means the overleaf form, signed by the Customer requesting the Service and agreeing to these Term and Conditions.
- 1.13. Exchange Line: means apparatus forming part of the System used by the Supplier to connect the Site to a telephone exchange to provide the service.
- 1.14. Line Rental: means the monthly fee for the line rental payable by the Customer for (an) Exchange Line(s), as set out in the Customer Service Agreement or otherwise notified by the Supplier.
- 1.15. Minimum Period: means twelve (12) months from the date of commencement of the Agreement.
- 1.16. Offending Material: means any material, data, images or information that is in breach of any law, regulation, code of practice or abusive, indecent, defamatory, obscene or menacing or otherwise offensive, or in breach of confidence, IPR, privacy or any right of a third party.

- 1.17. Ofcom: means the Office of Communications or any similar office that may be appointed in addition or in substitution for it.
- 1.18. Service: means any and all of the service that the Supplier has agreed to supply to the Customer as set out in the Customer Service Agreement.
- 1.19. Site: means any or all of the Customer's sites at which the Supplier is providing the service.
- 1.20. System: means the network that the Supplier uses to provide the Service.
- 1.21. Telephone Directory: means a telephone directory published by BT or any other operator (as appropriate).
- 1.22. Working Day: means 09.00 to 17.00 Monday to Friday but excluding public holidays in the United Kingdom.
- 1.23. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. DURATION AND SCOPE OF THE AGREEMENT

- 2.1. The Agreement commences on the date of acceptance of the Customer Service Agreement by the Supplier
- 2.2. In so far as the Agreement relates to Exchange Lines it will continue (subject to Clause 7) until terminated by either party on two (2) months written notice to the other party, to expire on or after the end of the Minimum Period.
- 2.3. If the Customer (not having the right to terminate under Clause 7) terminates this Agreement in so far as it relates to Exchange Lines either during the Minimum Period or without giving the notice required under Clause 2.2 (or if the Service ceases to be provided on the relevant Exchange Line during the Minimum Period) the Customer shall pay in addition to other sums payable up to the date of termination, the unpaid Line Rental that would have been payable had the Agreement continued until the earliest date on which it would have terminated had the Customer, on the date the Customer terminated the Agreement, given due notice of termination.
- 2.4. In so far as the Agreement relates to Calls it will continue (subject to Clause 7) until terminated by either party on two (2) months written notice to the other party, to expire at any time on or after the end of the Minimum Period.
- 2.5. If the Customer (not having the right to terminate under Clause 7) terminates this Agreement in so far as it relates to Calls without giving the notice required under Clause 2.4, the Customer shall pay, in addition to other sums payable up to the date of termination, an amount equal to two times the average of the Call Charges for each of the last four (4) complete months during which the Service was provided (but if there are less than four (4) complete months then the average shall be calculated on a weekly basis and the amount payable shall be equal to nine (9) such average weeks).
- 2.6. Until termination for whatever reason, the Supplier agrees to provide the Services to the Customer in accordance with this Agreement.
- 2.7. The Customer agrees to the termination of its existing contract for equivalent services with its existing communications service provider and irrevocably authorises and request the Supplier to cancel on the Customer's behalf any such existing contract. The Customer shall provide to the Supplier such information as is reasonably requested by the Supplier including any relevant account and Calling Line Identification numbers that may be required by BT or other communications provider, and also access to the Site for BT and anyone acting on their behalf to carry out their obligations to the Supplier and the Customer acknowledges that the Supplier cannot process the provision of the Service until such information and access is provided.
- 2.8. The Customer shall provide a suitable and safe working environment at the Site for the Supplier, BT and anyone acting on behalf of either of them.
- 2.9. The provision of the Service requires that BT undertakes programming at exchange level and the Customer accepts that any act, default or delay in BT carrying out such programming or otherwise relating to or affecting the Service shall not be the responsibility of the Supplier.
- 2.10. The Customer acknowledges that certain services are incompatible with the Calls & Lines service available from BT, and such incompatible services are likewise excluded from the Service. The Customer also acknowledges that some technical limitations within the System may not become apparent until after the Service has been working for some time; in such circumstances, the Service may need to be temporarily withdrawn in which case the Customer shall be entitled to a pro rata rebate of any relevant Charges paid in advance by the Customer.
- 2.11. The Customer Equipment to be used for the provision of the Service will be connected by means of Connection Points and ancillary wiring. If the Customer wishes a Connection Point to be moved to another place within the Site, the Supplier may agree, subject to payment of the Supplier's applicable charges. The Customer shall, at the Suppliers request, promptly arrange for the Customer Equipment to be reprogrammed by its designated maintainer in accordance with instructions provided by the Supplier, so as to enable any indirect or other access. The Supplier will have no responsibility in respect of such reprogramming or delays in service.

3. SUPPLIER'S GENERAL OBLIGATIONS

- 3.1. The provision of the Service is subject to all relevant licences, infrastructure (or interconnect arrangements) and consents being in place. The Supplier shall use reasonable endeavours to meet any agreed dates but shall not be liable

for failure to meet them. The Customer shall obtain any consent or facility that is necessary or desirable for the Supplier to provide the Service to the Site. The Supplier shall exercise the reasonable care and skill of a competent communications operator. The Service cannot be guaranteed to be fault free but the Supplier shall provide the same quality of service to the Customer as it provides from to time to its customers generally.

- 3.2. The Customer shall report any fault to the Supplier's Customer Services Department. The Supplier may request that Customer first has its designated maintainer check the Customer Equipment. If the Supplier agrees to fix a fault that is caused by the Customer or that otherwise falls outside the responsibility of the Supplier or where no faults are found, the Supplier may charge the Customer for any work that the Supplier has undertaken at its applicable man-hour rate.
- 3.3. The Supplier may alter the name or number of a telephone exchange serving the Exchange Line, or the telephone number, or any other name, code or number whatsoever that the Supplier allocates to the Customer, in circumstances where such alterations are required as a result of necessary operational or technical changes to the System or changes in legal or regulatory requirements.
- 3.4. Where an Exchange Line is a new telephone line to the Site, the Supplier will allocate a telephone number to the Customer in respect of the Exchange Line and, unless the Customer requests otherwise, will arrange for a free standard entry to be made in a Telephone Directory. If the Supplier agrees to arrange a special entry (for which a charge would be made), this will be subject to the Telephone Directory providers additional terms and conditions.
- 3.5. Where the Supplier allocates telephone numbers to the Customer, the Customer will not (subject to any statutory or authorisation provisions relating to the number portability) acquire any rights whatsoever in such telephone numbers and the Customer will not apply for registration of the telephone numbers as part of a trademark.
- 3.6. If the Supplier has an agreement with the Customer's existing communications service provider, the Supplier can, at the Customer's request, provide the Customer with a telephone line using the Customer's existing number subject to the following:
 - 3.6.1. There are no technical reasons preventing the use of the number;
 - 3.6.2. The existing communications service provider agrees to release the relevant telephone numbers;
 - 3.6.3. The Customer agrees to cease service on the existing communications service provider(s) telephone line using that telephone number and authorises the Supplier to arrange for that cessation to take place;
 - 3.6.4. The Customer provides the Supplier with full details as reasonably requested by the Supplier including (but not limited to) the account name, account number, service address and billing address;
 - 3.6.5. The Customer pays the Supplier's charges (if any) for number portability;
 - 3.6.6. Number portability is available at the Site.
- 3.7. The Supplier does not accept any liability for claims relating to the Customer's ability to use or to continue use of a particular telephone number.

4. CUSTOMER'S GENERAL OBLIGATIONS

- 4.1. The Customer shall not utilise and shall ensure that no other person uses the Service:
 - 4.1.1. For storing, reproducing, transmitting, communicating or receiving any Offending Material; or
 - 4.1.2. Fraudulently or for any criminal purpose or in a manner that is contrary to any regulatory or legal requirement; or
 - 4.1.3. To make offensive, indecent, menacing, nuisance or hoax Calls; or
- 4.2. Contrary to instructions that the Supplier may give to the Customer from to time. The Customer shall at its own cost arrange for the provision of the required Site specific conditions, as notified by the Supplier. This will include, without limitation, licences, infrastructure, consents, mains electricity supply, connection points and computer terminals. The Customer will prepare the Site in accordance with the Supplier's reasonable instructions and reinstate it and the Supplier shall not be responsible for reinstating the Site after the Supplier has completed the work necessary for the Supplier to be able to provide the Service save in respect of damage caused by the Supplier.
- 4.3. The Customer shall ensure that any Customer Equipment that it uses in connection with the Service meets any legal or regulatory requirements and is approved by the Supplier for connection to the System. If not, the Customer must immediately disconnect it or allow the Supplier to do so at the Customer's expense. The Customer will take full responsibility for any disruption, failure or consequence due to the use of the Customer equipment.
- 4.4. The Customer acknowledges that the anticipated start date of the Service is a target only as detailed in Clause 3.1. The Service may not be free from fault or interruption and may be unavailable during outages or unscheduled maintenance periods.
- 4.5. The Customer shall indemnify and keep indemnified the Supplier against all or any claims and associated costs, damages or expense made by any third party as a consequence of any breach by or other act or omission of the Customer under or in relation to this Agreement.
- 4.6. Where the Customer's existing account with BT includes BT equipment which is not required for the provision of the Service or is incompatible with the Service, it shall be the responsibility of the Customer to contact BT in Customer Service Agreement to remove the BT equipment or move such equipment to another BT account.
- 4.7. The Customer accepts that the Supplier may charge the Customer for any delays in the anticipated service start date of the service due to the Customer's delay in complying with this Clause.

5. Payments

- 5.1. Call Charges for each month will be invoiced after the end of the month in which the relevant Calls were made. Call Charges will be calculated using the details recorded or logged at the Supplier's telephone exchange and not details recorded by the Customer.
- 5.2. Line Rental will be invoiced monthly in advance.
- 5.3. The Customer will pay any cancellation charges, abortive visit charges, engineering visit or site survey charges, or maintenance service charges imposed on the Supplier by BT and relating to the Service, save where such abortive visit or service maintenance charges arise through the Supplier's or the Carrier's default.
- 5.4. Line Rental shall continue to be payable during any period of suspension or restriction required by the Customer in addition to any Charges for such suspension or restriction.
- 5.5. The Charges are exclusive of Value Added Tax, which shall be payable by the Customer in addition to the Charges at the rate applicable from time to time.
- 5.6. The Customer shall pay in pounds sterling (without set-off or deduction) all invoices issued by the Supplier within fourteen (14) days of the date upon them. The Supplier reserves the right on notice to the Customer to rescind any credit terms and require payment on presentation of invoice if the Customer has been late in paying any previous invoice. If the Customer fails to make payment in full by the due date, in addition to the Supplier's right to suspend set out in Clause 6.1.3, the Supplier may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on the unpaid amount (both before and after judgement) at the rate of four percent (4%) per annum over the base lending rate of Barclays Bank plc and such interest shall accrue notwithstanding termination of this Agreement by either party for whatever reason.
- 5.7. The Supplier may also change the level of its Charges during or after the Minimum Period, retrospectively as well as prospectively, as a consequence of (a) any Ofcom direction, determination, Customer Service Agreement or similar decision, or (b) any change in BT's wholesale charges to the Supplier, in both cases, the Supplier shall only be entitled to change the level of its Charges where the foregoing impacts upon the basis upon which the Charges were calculated.
- 5.8. Where the Supplier agrees to do work outside a Working Day at the request of the Customer, the Supplier may charge the Customer in accordance with the Supplier's applicable man-hour rate.
- 5.9. The Charges have been based upon the Customer also taking CPS from the Supplier in respect of the relevant Exchange Line. If the previous Carrier fails to remove their CPS from the Exchange Line, the Supplier will amend their charges for any Service provided until the Carriers CPS is removed. If the previous Carrier refuse to remove their CPS on any relevant Exchange Line the Agreement shall terminate forthwith, without prejudice to Clause 2.2.

6. SUSPENSION AND VARIATION OF THE SERVICE

- 6.1. The Supplier may, in its sole discretion and upon giving the Customer written notice, suspend or vary the Service without compensation (unless due to the default of the Supplier) for any period during which:
 - 6.1.1. The Supplier is required to do so in Customer Service Agreement to avoid a breach of the authorisation of the Supplier under the Communications Act 2003, as amended from time to time;
 - 6.1.2. The Supplier is obliged or requested to comply with an Customer Service Agreement or instruction of, or a recommendation or request to take such action received from the Government, Ofcom, an emergency services organisation or other authority;
 - 6.1.3. The Supplier reasonably suspects or believes that the Customer is in breach of Clause 4.1 or the Customer is in breach of Clause 5;
 - 6.1.4. The Supplier's contract with BT relating to the Services is suspended, varied or terminated.
- 6.2. The Customer acknowledges that BT may make alterations to the service (including, without limitation, conversions, shifts, reconfigurations and renumbers) which may result in disruption.
- 6.3. The Customer shall reimburse the Supplier for all costs and expenses incurred as a result of the suspension and any recommencement or variation of the Service where suspension or variation is implemented as a result of any act or omission of the Customer.
- 6.4. The Supplier may at any time suspend the Service or any part of it, without liability:
 - 6.4.1. To vary the technical specification of the Service in Customer Service Agreement to comply with any relevant law or regulation or direction from a competent authority; or
 - 6.4.2. To repair, maintain or improve the Service.
- 6.5. In the event of suspension of Service (save where Clause 6.1.3 applies) the Supplier shall give the customer as much notice of suspension as is reasonably practicable and will restore the Service as soon as reasonably practicable and lawful but (in all cases) the Supplier shall have no liability to the Customer for any loss or damage incurred or suffered as a result of the suspension.

7. TERMINATION

- 7.1. Either party may immediately terminate the Agreement by written notice if the other party commits a material breach that is not capable of being remedied.

- 7.2. Either party may serve written notice requiring the other party to remedy within thirty (30) days of receipt of the notice a material breach of the Agreement that is capable of remedy. In the absence of a remedy in this period, the party that served the notice to remedy may immediately terminate the Agreement by written notice.
- 7.3. Either party may immediately terminate the Agreement by written notice if the other party commits an act of bankruptcy or goes into or is put into liquidation (other than solely for the purposes of a reconstruction or amalgamation whilst solvent) or if a receiver or administrator is appointed over all or part of the other party's assets or the other party suffers seizure of any of its property for non-payment of monies owing.
- 7.4. The Supplier may terminate the Agreement immediately by written notice at any time for the reasons set out in Clauses 6.1.1 and 6.1.2.
- 7.5. Upon termination of this Agreement for whatever reason all monies owed will be due by return.
- 7.6. The rights to terminate this Agreement given by this Clause 7 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach. Following termination of the Service, the telephone service to the Site will be disconnected unless the Customer makes alternative arrangements with the Supplier or another communication service provider.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. The Customer agrees to keep all Confidential Information confidential, to disclose it only to its employees and its professional advisers that in each case need to know it and to use it exclusively for the purposes contemplated by this Agreement. This Clause shall not apply to information that the Customer can prove:
 - 8.1.1. Is in the public domain otherwise than by the Customer's breach;
 - 8.1.2. It already had in its possession prior to obtaining the information directly or indirectly from the Supplier; or
 - 8.1.3. A third party subsequently disclosed to the Customer free restrictions on disclosure and use;
 - 8.1.4. The disclosure is made to a sub-contractor, agent or assignee, who shall be bound by the same obligations of confidentiality as is the Customer.And this Clause shall survive for two (2) years from when the Customer ceases to receive the Service from the Supplier.
- 8.2. The Customer may disclose Confidential Information if required to do so by law, regulation or rules of a securities exchange or other regulatory authority, but only to the extent of the relevant requirement. The Customer shall promptly inform the Supplier of the requirement and will co-operate with the Supplier in the disclosure.
- 8.3. Both parties agree to abide by the Data Protection Act 1998, EU Data Protection Directives and the Telecommunications (Data Protection and Privacy) Regulations 1999 at all times. The Supplier reserves the right to withhold Calling Line Identification if it believes that the Customer has failed to comply with this Clause or the Supplier receives a complaint from any relevant authority.
- 8.4. The Customer hereby consents to BT disclosing to the Supplier any information relating to the transfer or removal of BT's retail products and services that exist on the Exchange Line as at the time of transfer of the service from BT to the Supplier.

9. LIABILITY

- 9.1. The Supplier shall be liable for damage to the property of the Customer caused by any negligent act or omission of the Supplier or its employees provided that such liability of the Supplier in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of the Supplier's obligations under this Agreement shall be limited in respect of all damage arising from any one incident to twenty per cent (20%) of the Call Charges invoiced for monthly usage and twenty per cent (20%) of the Line Rental in each case collected by the Supplier from the Customer since the commencement of the Agreement or, where the Agreement has run for more than 12 months at the date of the relevant incident or incidents, for the 12 month period prior to the relevant incident or incidents.
- 9.2. The Supplier shall not be liable to the Customer in contract, tort or otherwise including any liability for negligence, or any loss of revenue, business anticipated savings or profit or any indirect or consequential loss howsoever arising.
- 9.3. In the event of any failure of the Service, other than due to the negligent act or omission of the Supplier, the Supplier shall not be liable to the Customer for any charges incurred by the Customer should the Customer's traffic be diverted to another carrier.
- 9.4. The Customer shall be fully liable and indemnify the Supplier for any breach of regulatory or legal compliance in relation to the use of the Service by the Customer and its agents.
- 9.5. Nothing in this Agreement shall serve to limit either party's liability in respect of death or personal injury caused by or arising from that party's negligence.
- 9.6. The provision of this Clause 9 shall continue to apply notwithstanding the termination of this Agreement.
- 9.7. All warranties that would otherwise be implied in relation to the provision of this Service by the Supplier to the Customer are hereby excluded to the fullest extent permitted by law.

10. NOTICES

10.1. Notices to be served under any provision of the Agreement must be written and delivered by hand or by registered post. The address for service on the Supplier (subject to any change notified by the Supplier) is the address stated on the Customer Service Agreement. The address for service on the Customer is as set out in the most recent invoice or such address as has been subsequently notified to the Supplier in accordance with this Clause.

10.2. A notice will be deemed served as follows:

10.2.1. In the case of delivery by hand, on the day of delivery, except where this is outside a Working Day, in which case the next Working Day;

10.2.2. In the case of delivery by registered post, two Working Days after posting (proof of delivery by Royal Mail or such other postal service in place of Royal Mailing providing a registered postal service) and that it has not been returned to the sender being sufficient proof of posting.

11. MISCELLANEOUS

11.1. Headings in the Agreement shall not affect interpretation.

11.2. A delay to enforcing rights under the Agreement shall not be a waiver as any waiver must be expressly granted in writing.

11.3. The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability or validity of the remainder of it.

11.4. The termination or expiry of the Agreement shall be without prejudice to the rights of either party, which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of the Agreement shall so survive.

11.5. The Agreement contains the entire agreement and supersedes all other agreements and undertakings between the parties with respect to its subject matter. Any terms proposed by the Customer that are not written in these Terms and Conditions shall be of no effect. The Customer acknowledges that, in entering into this Agreement, it does not do so on the basis of, and not rely on, any representation, warranty or other provision except as expressly written in the Agreement, and that its only remedy can be for breach of contract.

11.6. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent for employer and employee between the parties.

11.7. There are no third party beneficiaries to this Agreement and a person who is not a Party to it shall not have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.8. English law shall govern the validity, construction and performance of the Agreement and the parties submit to the exclusive jurisdiction of the English Courts.

11.9. The Customer may not assign or transfer this Agreement or any rights hereunder without the prior written consent of the Supplier.

11.10. The Supplier may assign or transfer this Agreement or any rights hereunder to an Associated Company or any other person. In particular, the Supplier may assign its right to receive payment under the Agreement and each invoice for the Service provided in the relevant month shall be payable to the assignee by the Customer in accordance with Clause 5.

11.11. Neither party shall be liable for any breach of its obligations including any delay or failure in performance of any part of the Agreement to the extent that such a breach is caused by flood, fire, explosion, accident, war, strike, embargo, government requirement, civil or military authority, act of terrorism, act of God, inability to secure materials, industrial dispute or any other causes beyond the party's reasonable control and not insurable on reasonable terms and at reasonable rates, including in particular, acts of omission of other providers of telecommunication services.

11.12. The Company reserves the right to amend this Agreement from time to time.

Agreed and accepted on behalf of:

Agreed and accepted on behalf of:

ONE SOURCE COMMUNICATIONS LIMITED

Signed:

Signed:

Name:

Name: