

NETWORK SERVICES LINE RENTAL AGREEMENT TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1.1 In this Contract the following terms have the definitions shown next to them:
Sunny: Sunny Communications Ltd, of 4com House, Churchfields, Salisbury, Wiltshire SP2 7UD. Registered in England Number 6472837
Equipment: equipment (including any software) placed by 4Com at the premises to supply the Service.
Call: a signal, message or communication that is silent, spoken or visual.
Conditions: these terms and conditions for Sunny's business service.
Contract: these Conditions, the Service Guarantee. This Contract begins on the date that Sunny accepts the Customer's request for Service.
Customer: the person with whom Sunny contracts to provide the Service.
Customer Equipment: equipment that is not part of BT's network and which the customer uses or plans to use with the Service.
Minimum Period: the first 12 months of the Service, (or any other period as highlighted within this Agreement).
Premises: the place at which Sunny agrees to provide the Service.
Service: the facility to make or receive a Call (or both) and any related services listed that Sunny agrees to provide to the Customer under this Contract.
Service Failure: the continuous total loss of the facility to make or receive a Call, or of any related service provided to the Customer under this Contract.

2. PROVIDING THE SERVICE

- 2.1 Sunny will provide the Service by the date agreed with the Customer. Sometimes Sunny will agree the date following a survey of the Premises by BT.
2.2 Occasionally, for operational reasons, BT may have to change the codes or the numbers given to the Customer, or interrupt the Service. BT will restore the interrupted Service as quickly as possible.
2.3 The Customer accepts that occasionally BT will provide instructions regarding the Service. The Customer must follow these instructions.
2.4 Sunny may take instruction from a person who it thinks, with good reason, is acting with the Customer's permission.

3. PHONE BOOK AND DIRECTORY ENTRIES

- 3.1 The Service includes a telephone number. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from BT's Directory Enquiries Service unless the Customer requests otherwise.
3.2 BT may agree to a special entry in the BT Phone Books at an additional charge.
3.3 The Customer does not own any number nor has any right to sell or to agree to transfer any number provided to it by Sunny and BT.

4. MANAGING THE SERVICE

- 4.1 If the Customer reports a fault in the Service, Sunny will respond in line with the level of repair service the Customer has chosen.
4.2 If Sunny or BT agree to work outside the hours covered by the repair service the Customer has chosen, the Customer must pay Sunny's additional charges for doing so.
4.3 If the Customer reports a fault and Sunny finds that there is none, or that the Customer has caused the fault, Sunny may charge the Customer for any work undertaken to discern the reported fault.

5. MONITORING CALLS

- Sunny monitors and records calls relating to customer services and telemarketing. Sunny does this for training purposes and to improve the quality of its customer services.

6. ACCESS TO AND PREPARING THE PREMISES

- 6.1 The Customer agrees to prepare the Premises according to any instructions either Sunny or BT may give, and provide BT with reasonable access to the Premises.
6.2 When BT's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.
6.3 If Sunny or BT need to cross other people's land, or put BT equipment on their property, (for example a neighbour or landlord), the Customer agrees to obtain their permission.
6.4 Sunny and BT will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Sunny and BT.
6.5 The Customer agrees to provide, at its expense, a suitable place and conditions for BT Equipment and where required a continuous mains electricity supply and connection points.
6.6 The Customer agrees to look after any BT Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT or anyone acting on BT's behalf.

7. CUSTOMER EQUIPMENT

- 7.1 If the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must get BT's permission.
7.2 Any Customer Equipment must be:
(a) technically compatible with the Service and not harm BT's network or another customer's equipment;
(b) connected and used in line with any relevant instructions, standards or laws.

8. MISUSING THE SERVICE

- 8.1 Nobody must use the Service:
(a) to make offensive, indecent, menacing, nuisance or hoax Calls; or
(b) fraudulently or in connection with a criminal offence.
The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Sunny can take if this happens is explained in paragraph 11. If a claim is made against Sunny because the Service is misused in this way, the Customer must reimburse Sunny in respect of any sums Sunny is obliged to pay.

9. CHARGES AND DEPOSITS

- 9.1 The Customer agrees to pay all charges for the Service as shown on the front of this Agreement, (or as otherwise agreed), and calculated using the details recorded by Sunny.
9.2 Unless paragraph 9.4 applies, rental charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears.
9.3 Sunny will send its first invoice shortly after providing the Service, and then at regular intervals, usually every month. Sometimes Sunny may send the Customer an invoice at a different time.
9.4 If the Customer orders a temporary Service, Sunny may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
9.5 Sunny will send invoices for the Service to the address requested by the Customer. The Customer may also view its invoices on line at: www.sunnycomms.co.uk
9.6 The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of Sunny's invoice.

10. CANCELLING OR TERMINATING THIS CONTRACT

- 10.1 The Customer may terminate this Contract or any part of the Service at any time before Sunny provides the Service. In this event the Customer must pay Sunny for any work carried out or money spent in preparing to provide the Service. Sunny will take reasonable steps to limit the amount of its costs.
10.2 This Contract can be ended by:
(a) the Customer upon ninety days written notice to Sunny further to the Minimum Term expiring; (notice to be delivered to Sunny's place of business via recorded delivery), or
(b) Sunny on one month's written notice to the Customer.
10.3 If this Contract ends during the Minimum Period of 12 months the Customer must pay Sunny the early termination charge, which will equal the remainder of rentals payable for the Minimum Period including the Termination period. Should an extended Term have been agreed, the Customer will be charged 20% of all line rentals further to the Minimum Period, up to and until the agreed Term. This is not the case if the Customer does so because Sunny increases its charges, or changes the Conditions in either case to the Customer's significant disadvantage.

11. IF THE CUSTOMER BREAKS THIS CONTRACT

- 11.1 Sunny can suspend the Service or end this Contract (or both) at any time without notice if one of the following applies:
(a) the Customer breaches this Contract or any other Agreement the Customer has with Sunny, and fails to put right the breach within a reasonable time of being asked to do so.
(b) Sunny reasonably believes that the Service is being used in a way forbidden by paragraph 8.1. This applies even if the Customer does not know that the Service is being used in such a way.
(c) bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a Court on time, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.
11.2 If the Customer does not pay a bill, Sunny will generally not suspend the Service or end the Contract until 28 days after the payment was due (14 days if the Customer pays monthly). However, sometimes Sunny may take this action after only 7 days should it have been necessary to enforce this suspension/cancellation previously.

- 11.3 If the Service is suspended, Sunny will tell the Customer what needs to be done before it can be re-instated. However the Customer must continue to pay rental charges whilst this Contract continues.
11.4 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

12. LIMITS OF LIABILITY

- 12.1 Sunny cannot guarantee that the Service will never be faulty. The supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract, but the supplier shall have no further liability whatsoever.

13. MATTERS BEYOND SUNNY'S REASONABLE CONTROL

- 13.1 Sometimes Sunny may be unable to do what it has agreed because of something beyond its reasonable control.
13.2 If this happens, Sunny is not liable to the Customer. However, Sunny will try to provide Call Diversion to the Customer.

14. RESOLVING DISPUTES

- 14.1 Sunny will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Sunny website.

15. CHANGES TO THIS CONTRACT

- 15.1 Sunny can change the Conditions (including the charges) at any time.
15.2 Sunny will publish details on line on the Sunny website www.sunnycomms.co.uk at least 2 weeks before the change is to take effect.
15.3 Sunny reserves the right to add or amend Line connection details to the Line Rental Agreement at point of survey and or installation.

16. TRANSFERRING THIS CONTRACT

- 16.1 The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

17. THIRD PARTY RIGHTS

- 17.1 The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

18. NOTICES

- 18.1 If the parties need to write to each other they must do so as follows:-
(a) To Sunny at the address shown on the bill or any address which Sunny provides to the Customer. Such notice to be sent via Recorded Delivery.
(b) to the Customer at the address to which the Customer asks Sunny to send invoices, the address of the premises or, if the Customer is a limited company, its registered office.

19. THE SERVICE GUARANTEE

19.1 SUNNY'S GUARANTEE

- 19.1.1 Sunny guarantees:
(a) to provide the Service by the date agreed with the Customer as described in paragraph 2.1;
(b) to set into place a repair to a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to Sunny.
(c) not to disconnect the Service by mistake.
(d) to keep any appointment BT makes with the Customer under this Contract.
19.1.2 If BT is late in providing the Service or repairing a Service Failure, the Customer may choose Call Diversion as described in paragraph 19.2. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent this option.

19.2 CALL DIVERSION

- 19.2.1 If Sunny provides call diversion, BT will divert the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's choice. Once BT has provided the Service or repaired a Service Failure, Sunny will cancel the Customer's Call Diversion. The number chosen must be a UK number, but there are some number ranges to which BT will not divert the Customer's calls (for example, 0800 and 0870 numbers).
19.2.2 If BT diverts the Customer's Calls to a mobile number, the person calling the Customer will not have to pay extra costs for making that Call.

19.3 APPLICATION OF THIS GUARANTEE

- 19.3.1 This guarantee applies to the Service, including generally any related services Sunny provides to the Customer.
19.3.2 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault,
(b) BT asks for access to the Premises and the Customer does not allow this, or
(c) BT reasonably asks for other help and the Customer does not provide it.