

Fairfield Telecom standard terms and conditions

FAIRFIELD TELECOMMUNICATIONS LTD TRADING AS FAIRFIELD TELECOM TERMS AND CONDITIONS FOR THE PROVISION OF MANAGED SERVICES

Part A. General Terms

About this Managed Services Agreement

1. How this Agreement is formed

1.1 Fairfield Telecom supplies communications and IT services (referred to herein as the **"Services"**) to its customers subject to the terms of this **"Agreement"**. The Agreement comprises **"General Terms"** applicable to all customers (this Part A), Service Specific Terms applicable only to particular parts of the Services (Parts B to D, which follow), the Sales Order and/or Order Form, any specific Service Level Agreement that we may agree with you from time to time, and any supplementary terms, guidance or rules that we publish relating to your use of the Services.

1.2 A **"Sales Order"** is your offer to purchase the Services from us in accordance with this Agreement and our Approval of a Sales Order is our acceptance of your offer. When a Sales Order is entered into, you will be asked to agree to these terms and conditions. Usually your agreement will be given by signing an **"Order Form"**. However, if we supply you with the Services or any part of them and you proceed to use them, even if a Sales Order is not completed or an Order Form not signed, you do so on the basis of, and are deemed to have agreed to these terms and conditions (in the form published on the Website at the time of our supply).

Paying for the Services

2. Charges and payment

2.1 We will charge you for your use of the Services and you agree to pay the **"Charges"** in accordance with this Agreement. The Charges will include a fixed Periodic Fee in an amount and billing frequency that will be stated on your Order Form, or if not stated thereon then as we will otherwise confirm to you in writing. As well as the Periodic Fee we will also charge you Variable Charges which will vary depending on the nature and use of the Services provided. If no Periodic Fee or Variable Charges are specifically stated on your Order Form or otherwise in writing by us, then they will be charged at a level not higher than the prevailing rate published in the Price List from time to time. Our suppliers may change our commercial costs from time to time and we shall endeavour to not pass these costs on to you however with this in mind all charges are subject to change throughout the minimum period of the agreement.

2.1.2 We may provide you an all inclusive call package for telephone calls made from our services which shall not include any telephone numbers beginning with 08, any international destinations outside of the UK or any device being used outside of the UK unless otherwise stated on the order form.

2.1.3 We may provide you with a 'Glide' fibre broadband service where Openreach fibre broadbands are not available. Any 'Glide' fibre broadband we provide has a fair usage policy of 250GB usage per month unless otherwise stated on the order form. Any surplus usage will be charged to you at £1 per GB.

2.1.4 Any **"FOC"** products or services will revert to our standard tariff once the 12 month period expires

2.1.5 You agree to pay for your monthly network service charges by direct debit. Should you not do so, you will incur a monthly surcharge of £5.00 on each occasion

3. Fraudulent use of the Services

3.1 You are responsible for taking reasonable steps to mitigate the risk of the Services being used fraudulently, including:

3.1.1 ensuring the secure implementation and management of your systems;

3.1.2 maintaining security and confidentiality of authentication details that you require to use the Services or any part of them, and disabling access to any accounts that are compromised.

4. How we mitigate credit risk

4.1 We will allocate to you a **"Credit Limit"**, which we may change at our discretion from time to time without prior notice. If you accrue Charges that exceed the Credit Limit, then we may:

4.1.1 demand immediate payment of the amount of Charges that exceed the Credit Limit; and/or

4.1.2 suspend the Services (including any installation of them) until you have paid to us such excess sum.

How you use the Services

5. Your undertakings to us

5.1 You are responsible for the safe and proper use of the Services. Without prejudice to the generality of the foregoing, you undertake to use the services at all times in accordance with all applicable laws, licences and regulations.

When we may suspend the Services

7. Suspension of Services

7.1 Without prejudice to any other right that we may have to suspend and/or terminate the Services, we may suspend the Services (in whole or part) until further notice and without liability to you, with immediate effect in the following circumstances:

7.1.1 if you do not pay any sum due and owing to us or we have reasonable grounds to consider that you

will not or are unable to make any payment which is due or is to fall due to us;

7.1.2 where you are in breach of any provision of this Agreement;

The extent of our liability to you

8. Limitation of liability

8.1. We will not be liable to you at all in respect of any:

8.1.1 breach by you of this Agreement (or losses you suffer as a result of using the Services in breach of this Agreement);

8.1.2 loss of actual or anticipated profit, savings, business, revenue or commercial loss;

8.1.3 loss of time or opportunity;

8.1.4 business interruption or wasted expenditure.

8.2 We shall not be liable for the acts, omissions or failures of service providers or providers of services to us in relation to our provision of the services to you

9. Dispute Resolution

9.1 9.1 You may refer any matter to The Ombudsman Services the communications mediator via the website www.ombudsman-services.org or by telephone on 0330 440 1614.

The duration and termination of this Agreement

10. Commencement and duration

10.1 This Agreement commences on the “**Connection Date**” and shall continue for the “**Minimum Period**” and thereafter automatically continue for Subsequent Periods unless:

10.1.1 you are (or have become) a Small Business Customer and we are required to obtain your express consent to the commencement of a “**Subsequent Period**”, in which case this will be made clear to you at the relevant time;

10.1.2 you give to us, not less than 90 days before the end of a Minimum Period or Subsequent Period (as the case may be), written notice of your intention to terminate this Agreement at the end of that Minimum Period or Subsequent Period, in which case this Agreement will terminate at the end of that Minimum Period of Subsequent Period (as the case may be); or

10.1.3 we give to you (at any time) one month’s written notice to terminate this Agreement, whereupon this Agreement shall terminate one month after we give you such notice.

11. Termination

11.1 For the avoidance of doubt, cancellation of a direct debit shall not of itself constitute notice to terminate this Agreement.

11.2 Where you seek to terminate this Agreement prior to the expiry of the Minimum Period, you agree to pay us a Termination Fee on demand.

12. Consequences of termination

12.1 Upon the expiry or termination of this Agreement we will cease to supply the Services and you agree to:

12.1.1 immediately pay to us all sums invoiced by us that remain outstanding plus any applicable interest and, in respect of any unbilled Charges, we will invoice you for such Charges, which you agree to pay on demand;

12.1.2 where You terminate this Contract prior to the expiry of the Minimum Period the balance of the fees payable for the Service for the remainder of the Minimum Period shall become immediately due. We shall invoice You for the appropriate amount, which is to be calculated based on the sum you would have paid to Fairfield Telecom for the remainder of the minimum term of the contract

12.1.3 Upon transfer or termination of any one CLI (Calling Line Identity) telephone number or broadband, an administration fee of £95 + VAT per CLI or broadband is payable by you regardless of whether the minimum term has passed or not.

12.1.4 Upon transfer or termination of any one DDI number (Direct Dial number) an administration fee of £25 + VAT per number is payable by you regardless of whether the minimum term has passed or not

12.1.5 you may terminate this contract at any time prior to us providing the services. In this event you must pay us for any work carried out or money spent in preparing to provide the services.

12.1.6 The Customer hereby agrees to repay in full, all termination charges paid by the Supplier to a previous Supplier on behalf of the Customer should the Customer end this Contract at any time prior to the minimum term expiring.

Other legal provisions

13. Assignment and other dealings

13.1 We may assign our rights and obligations under this contract. You may not assign your rights and obligations under this contract

14. Force Majeure

14.1 Other than in respect of your obligations to pay the Charges, neither of us shall be liable to the other for any breach of this Agreement or failure or delay to perform any obligation in this Agreement where such breach or failure or delay was the result of “**Force Majeure**”.

15. General provisions

15.1 This Agreement constitutes the entire agreement between us, and as at the Commencement Date, supersedes all prior negotiations, representations, proposals, understandings and agreements (whether written, oral or by electronic means) relating to the subject matter of this Agreement. For the avoidance of doubt this Agreement shall supersede and take

precedence over any other terms and conditions which you may purport to apply under any purchase order, acknowledgement of delivery or similar document or otherwise, and/or which have been established between the us by a course of dealing.

15.2 Any quotation given by us to you will not constitute an offer, and is only valid for a period of seven days from its date of issue.

16. Variation of the Agreement or the provision of the Services

16.1 We may vary in our sole discretion the manner in which the Services are provided (without giving prior notice and without liability to you) if we, any of our suppliers, the Network Operator and/or any national or international regulatory body requires such variations in order to maintain and/or improve service quality

17. Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed, construed and take effect by and in accordance with the law of England and Wales. Both you and we irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Part B.

1. Transfers of Lines to us

1.1 Where we agree to the transfer of a Line to us, you agree to pay for any additional services that continue to exist on the relevant Lines at the time of transfer to us that you have not made us aware of at the time of ordering

Part C. Telephony System and Maintenance Service Specific Terms

1. Risk and ownership of Equipment supplied as part of the Telephony System and Maintenance Service

1.1 We may supply you with a telephony system and/or related hardware (the “**Equipment**”) on a monthly rental agreement with us or a 3rd party leasing company and/or maintenance services in relation to your telephony system (whether supplied by us under the Telephony System Service or not) (the “**Maintenance Service**”). We will discuss your requirements with you, but you acknowledge that it is ultimately your responsibility to determine whether the particular Equipment and/or Engineering Services supplied are suitable for your particular requirements.

15.1.2 Risk in all Equipment supplied pursuant to the Telephony System and/or Maintenance Services shall pass to you on delivery.

15.1.3 The Maintenance Service will be calculated at 15% of the Equipment recommended retail price (RRP) or £25 per calendar month whichever sum is greater and to be charged per annum payable in equal monthly instalments based on the Minimum Period as selected by You on the Order Form. Only Ericsson-LG equipment is covered by the maintenance service. We shall not bill you for this service for the first 12 months from the date of the installation of the equipment.

2. Your responsibilities

2.1 You are responsible for the safe use of all Services and, without prejudice to the generality of the foregoing, in relation to the Telephony System and/or Maintenance Service you undertake to (in each case insofar as is reasonably necessary to enable us to carry out our obligations under this Agreement):

3. Faults

3.1 Unless you notify us in writing of a material fault with any Equipment within seven days following delivery, you will be deemed to have accepted it. You acknowledge and agree that seven days is a reasonable period for the purpose of inspecting the Equipment and testing it for material faults.

4. What is not included in the Maintenance Service

4.1 Subject to anything to the contrary stated on an Order Form, the Maintenance Service does not include any work, goods or services made necessary or which you request from us as a result of the following (for which we may charge an additional fee):

- 4.1.1 design defects in the Equipment or faulty manufacture, materials or workmanship;
- 4.1.2 any fault or defect occurring in any equipment not supplied and/or supported by us including network line faults and faults in Openreach or any other third party’s equipment or facilities;
- 4.1.3 accident, fault, act or omission of any person other than us;
- 4.1.4 use of Equipment in excess of any maximum usage specified by the manufacturer of the Equipment;
- 4.1.5 failure of electrical power (including power surges or power cuts), air conditioning, humidity or other environmental controls;
- 4.1.6 electrical infrastructure external to any Equipment;
- 4.1.7 damage by vandalism, fire, water or adverse weather conditions;
- 4.1.8 movement or relocation of the Equipment not performed by or on behalf of us;

4.1.9 furnishing of the Equipment with accessories or attachments, painting or finishing the Equipment or removing accessories or attachments;
4.1.10 breach of your obligations in this Agreement;
4.1.11 hardware, accessories, attachments, machines, systems or other devices not referred to in an Order Form;
4.1.12 rectification of lost or corrupted data arising from any reason other than our negligence;
4.1.13 maintenance services rendered more difficult because of any changes, alterations, additions, modifications or variations to facilities at the Site;
4.1.14 your failure to maintain comprehensive and fully operational back-up of all Customer Data; and
4.1.15 diagnosis and/or rectification of problems not associated with Equipment supported by us under this Agreement.

4.2 Where we install software and/or applications to your LAN/WAN infrastructure, it will remain your responsibility to ensure that it is available and complete at the time of our installation, and you will ensure the network is maintained in order that all applications and software are able to run at their optimum level. Any faults found to be a result of the LAN/WAN or any other network will be charged to you separately at a rate to be agreed before we carry out further work.

Part D.

Definitions and Rules of Interpretation

The following Definitions and Rules of Interpretation apply to all parts of these terms and conditions.

1. Definitions: **“Agreement”** means this Managed Services Agreement between you and us for the supply of Services (as applicable) which comprises the Sales Order and/or Order Form (as applicable), any applicable Service Specific Terms, the General Terms, any Service Level Agreement, and any supplementary terms or guidance that we publish from time to time, and any variations that we make to them from time to time in accordance with clause 1.3 of the General Terms; **“Business Day”** means any day other than a Saturday or a Sunday or a public holiday in England; **“Broadband”** means any service providing a connection to the internet. **“Call”** means a signal, message or communication which can be silent, visual or spoken, excluding text messages; **“Charges”** means any charges or fees payable by you to us in respect of the Services or any part of them and any VAT or other tax payable thereon, which shall include the Periodic Fee, Variable Charges, Set Up Charges, Termination Fees or other charges or one off charges as set out in this Agreement and/or set out in the Sales Order and/or Order Form and varied from time to time in accordance with clause 1.3 of the General Terms; **“Connection Date”** means

the first date on which we commence the provision of the Services to you, or otherwise in accordance with clause 1.2 of the General Terms; **“Credit Limit”** means the maximum permitted amount, determined by us, of credit applied to you in respect of billed or unbilled Charges owed to and in accordance with **Fairfield Telecommunications Ltd TRADING AS FAIRFIELD TELECOM TERMS AND CONDITIONS FOR THE PROVISION OF MANAGED SERVICES**; **“Customer Equipment”** means hardware, software, systems, cabling and facilities provided by you and used in conjunction with the Equipment that we supply to you in order to receive the Services; **“End User”** means any person who is an ultimate recipient or user of the Services (such as your directors, officers and employees and anyone else who makes use of the Services that we supply to you); **“Equipment”** means the telecommunications or routing equipment provided by us in connection with the Services including the Fixed Voice Service, and all other items of hardware provided to you in connection with the Network Services; **“Equipment Rental”** Means the monthly fee payable by you, to us or the 3rd party leasing company for your equipment; **“Force Majeure”** means any act of God, insurrection or civil disorder, war or military operations, failure, interruption rationing or shortage of energy supplies, imposition of sanctions or embargo, inclement weather, flood, drought, explosion, lightning, volcanic eruptions or fire or exceptionally severe weather, epidemic, nuclear, chemical or biological contamination, sonic boom or solar flare, lock-outs (whether or not by that party), national or local emergency, acts or omissions of government or other competent regulatory authority, telecommunications network operators, industrial disputes (in each case, whether or not relating to that party’s workforce), highway authority or other government or regulatory authority, compliance with any statutory obligation, industrial disputes of any kind, the acts or omissions of network operators, inability or delay in obtaining supplies of a Service or equipment due to the act of a third party, delay or failure of that party’s supplier(s), act of animals or any other cause beyond that party’s reasonable control; **“FOC”** means free of charge; **“General Conditions”** means the General Conditions of Entitlement published by the Office of Communications (OFCOM) in accordance with section 45 of the Communications Act 2003, as may be amended, modified or replaced from time to time;
“General Terms” means our general terms governing the supply of the Services as varied from time to time in accordance with clause 1.3 thereof, and which

forms Part A of these terms and conditions, and which apply in respect of all sales or other provision of Services or Equipment by us to our customers; **“GB”** means Gigabyte; **“Group”** in relation to any company (C), means C, any subsidiary or holding company from time to time of C and any subsidiary from time to time of a holding company of C (where the terms “holding company” and “subsidiary” shall have the meanings given in section 1162 of the Companies Act 2006), and “Group Company” shall have a corresponding meaning; **“Intellectual Property Rights”** means patents, registered designs, trademarks and service marks (whether registered or not), internet domain names, copyright (including all customer terms and conditions and other similar documentation and any software code including any source or object code), design rights, database rights and all similar property rights (whether or not registered) and all rights or forms of similar protection or having equivalent or similar effect including those subsisting (in any part of the world) in inventions, ideas, improvements, designs, drawings, performances, computer programs, software, semiconductor topographies, plant varieties, confidential information, business names, goodwill and the style of presentation of goods or services including any improvements or refinements to any of the foregoing and in application for protection of any of the above rights and all other intellectual property rights and similar and equivalent rights in the world which currently exist or are recognised in the future;

“Land Line Network” means any fixed line telecommunications network;

“Liability” means all awards, compensation, costs, expenses, losses, (including any direct, indirect or consequential losses, loss of profit, loss of reputation), liabilities, damages, claims, proceedings, fines, orders, demands, actions, payments by way of settlement, penalties, tribunal awards and other liabilities (including all interest, legal and other professional fees and expenses on an indemnity basis) whenever or howsoever arising or brought;

“Line” means a connection to the Land Line Network;

“Maintenance Service” means the telephone system maintenance services supplied by us pursuant to the Telephony System and Maintenance Service Specific Terms and as described on the relevant Order Form;

“FOC” means free of charge; **“Minimum Period”** means a period of 84 consecutive months from the Commencement Date or such other period as is agreed and stated in a Sales Order and/or Order Form; **“Network”** shall mean the Land Line Network, the Mobile Telecommunications Network and/or the IP Network; **“Network Services”** means the managed

services that we provide or are provided to us pursuant to this Agreement, constituting the Fixed Voice Service, Analogue line service, Broadband Service, and Maintenance Service, and any additional service(s) that we supply to you from time to time (whether or not set out in a Sales Order and/or Order Form (as applicable),

“Order Form” means a document setting out the Sales Order for the supply of the relevant Services to you, which shall be in such form as we use from time to time and/or as we may in our sole discretion Approve; **“Sales Order”** means a request by you to receive the Services or a change or variation in respect of the same (but not a disconnection) which is submitted either (i) using the Order Form as made available to you by us, and/or (ii) such a request made orally and which is converted into an Order Form by us, which in either case shall constitute an offer by you for the provision of the Services subject to the terms of this Agreement; **“Set Up Charge”** means any charge applicable for the set up or establishment of any particular part of the Services, as stated on the Order Form or, where the relevant Order Form does not identify such charge, the applicable charge as stated in the Price List from time to time;

“Subsequent Period” means a period of 36 consecutive months commencing at the expiry of the Minimum Period and renewing at the expiry of each such 36 consecutive month period; **“Telephony System and Terms”** means the Service Specific Terms relating to the provision of telephone systems and hardware, as set out in Part C (as may be varied in accordance with clause 1.3 of the General Terms); **“Termination Fee”** means the fee which we may charge to you which we will calculate and notify to you at the relevant time and which will not exceed the sum of: (a) the aggregate Periodic Fees payable for the unexpired portion of the then-current Minimum Period or Subsequent Period (as applicable); (b) any subsidised installation charges, discount(s) or other contribution by us towards your historic, upfront or ongoing costs set out in any Sales Order (for example, historic leases entered into by you that we agree to settle or refinance as part of your transfer of services to us); and (c) such other costs or expenses that we remain liable to pay to a Service Provider, Network Operator or any other third party in connection with the provision of the Services to you for the unexpired portion of the then-current Minimum Period or Subsequent Period (as applicable) notwithstanding your early termination, but only to the extent that such other costs or expenses are not already incorporated within parts (a) or (b) above; **“Variable Charges”** means any

charge that varies in respect of each billing period and which is determined by reference to the nature and/or extent of your use of a particular part of the Services, including call charges; “**we**”, “**us**” and “**our**” refers to Fairfield Telecommunications Ltd, incorporated in England and Wales with registration number 9937790 trading as Fairfield Telecom;

“**Website**” means our website with the address www.fairfieldtelecom.co.uk; “**you**” and “**your**” refers to you, the business to which we supply the Services subject to the terms of this Agreement, whose details are stated in the Sales Order and/or Order Form or is otherwise the recipient of the supply of all or part of the Services from us.