

Terms and Conditions of Midland Telecom Networks Ltd and its trading Styles

This is version 1.0 of our terms and conditions and dated 21st April 2010 and is five pages in total

These terms and conditions are subject to change, to download the latest copy please visit <http://www.midlandnetworks.co.uk>

1. Definitions

1.1 The following terms shall have the following meanings:

"The company"	Means Midland Telecom Networks Limited or any of its trading styles, midland networks, i-net, i-net Communications or i-net global.
"The customer"	Means the party entering into this agreement with the company.
"The equipment"	Means the equipment which is the subject of this agreement.
"The fee"	Means the fee payable in accordance with the terms of clause 10.
"Free connection or connected for free"	This is where the company waive (partially or wholly) the connection charges that would normally have been payable by the customer for the provision of new telephone lines, internet connections, hosted telephony or other services at the customer's premises in view of an extended contract term.
"The services"	Means the maintenance/support services, hosted telephony, line & broadband or other services selected by the customer.
"The term"	Means the term specified on the support contract, or if not stated as per clause 9.
"Soft terms policy"	A set of terms in the agreement that is advantageous to the customer by adding more flexibility to change their services without paying any financial penalties or repaying any discounts.
"Service provider"	Is a business that administers and charges for the telecommunication and internet services to customers but may not provide the network service directly.
"Network services"	Are telecommunication services that can include lines, calls, broadband and features such as call diversion, call barring and caller identification that are provided to the customer at their places of business either directly by cables or indirectly by wireless radio connections.
"Network Service Provider" or "Network Provider"	Is the telecommunications or internet Service Provider that provides the connection of the telecommunication service to the customer premises and carries the call or data traffic across it either partially or wholly.
"Hacking"	Is an intrusion into the customer's equipment by an unauthorised third party through electronic means. typically the customer's telecommunication or computer equipment could be manipulated by remote access to make unauthorised calls or internet connections.
"Telecommunication ACT" or "Code of Practice"	Is any law passed in the UK that dictates the use of telecommunication services. Is an OFCOM requirement that a service provider has a code of conduct for resolving disputes and sales and marketing practices. These Codes are available on request and via the OFCOM website.
"Schedule of Services"	Is a list of all the telephone numbers that represent each of the services included in this agreement.
"Bundles"	Is a package of time in minutes of calls purchased in advance which can be of various types of calls.
"The Schedule"	Lists our response times and service levels

1.2 This Agreement shall be read in conjunction with and shall incorporate the signed customer order forms.

1.3 Any variation to this Agreement (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing and signed by a director or officer of the Company.

1.4 No representation relating to or in any way connected with the equipment shall be deemed to be made on behalf of the Company nor shall any such representation bind the Company unless such representation is made in writing and signed by a director or Officer of the Company.

2. Maintenance / Support

2.1 In consideration of the payment of the Fee, the company will undertake the repair of any fault or defect in the customer's equipment throughout the Term.

2.2 If the customer requires the company to carry out any additional adjustments, allocations or replacements not covered under the terms of this agreement, the customer will be invoiced in accordance with the company's current price list

2.3 If the Company removes any faulty parts from the Equipment in the course of providing the Services, those parts shall become the property of the Company.

3. Customers Responsibilities, the Customer agrees that they will, throughout the Term:

3.1 Pay the fee without deduction or set-off.

3.2 Not make any alteration, repair, cabling or maintenance to the equipment other than through the Company.

3.3 Allow the Company access to the premises where the equipment is situated, and to the equipment at all reasonable times to allow the Company to provide the Services without hindrance or delay.

3.4 Give the Company written notice of any change in the location of the Equipment. The Company reserves the right to increase the Fee by such reasonable proportion as may be necessary to enable the continued provision of the Services throughout the term after such change of location.

3.5 Not to connect any other apparatus to the Equipment, unless such connection is carried out by the Company, which shall amount to an adjustment entitling the Company to charge reasonable costs in addition to the Fee.

3.6 Give permission to the Company to replace any part of the Equipment that is obsolete with such other piece or pieces of Equipment as the Company shall in its absolute discretion recommend to enable the continued provision of the Services.

4. Network & Network Charges

4.1 The Customer shall be liable to pay all charges made by the Network Provider(s) arising from the installation, testing or use of the Equipment how so ever made.

4.2 The Customer shall also pay all charges for any calls made when using our disaster recovery service (DRS) or hosted telephony service, or any calls made via our telephony service, how so ever made.

4.3 The Company cannot be held responsible for the quality or reliability of services that connect to our disaster recovery service (DRS) or hosted platform where the service is routed via the public network, for example broadband, ADSL, SDSL or any other internet service provided.

5. Exclusion of Liability

5.1 The Company shall be under no liability whatever to the Customer in the following circumstances:

5.1.1 Any delay in the execution of any work of installation, repair, replacement, alteration to or removal of the Equipment howsoever caused

5.1.2 Any requirement to make good defects in the electricity supply, British Telecom service and connections, and/or Host PBX Systems. Service calls made by the Company for these purposes will be charged to the Customer at the Company's standard rates.

5.1.3 Any damage resulting from accident, transportation, misuse, neglect, failure of electrical power, surged electrical power or causes other than ordinary use.

5.1.4 Any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and/or Host PBX Systems.

5.1.5 Any loss of profit, business or production or any similar loss or damage sustained by the Customer or any third party whether direct, indirect or consequential, howsoever caused.

5.1.6 For additional costs for making good defects to the overhead and underground cables, and service calls for these purposes will be charged to the Customer at the company's usual rates.

5.2 The Company shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of the breach by the Company of this Agreement.

5.3 All warranties and conditions whether implied by statute or otherwise are excluded from this Agreement provided that nothing in this Agreement shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or affect the statutory rights of a customer dealing as consumer.

6. Indemnities

6.1 The Customer shall indemnify the Company against all actions, proceedings and claims for damages brought or made against the Company by the Network Provider or any other third party arising from the use of the Equipment, network configuration or systems supplied by others or any other factors outside the Company's reasonable control.

7. Termination

7.1 This Agreement shall be determined immediately upon if the Customer fails to pay the Fee in accordance with clause 8 of this Agreement or commits any other breach of this Agreement or if any distress or execution shall be levied upon any of the Customer's goods or if the Customer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or re-construction without insolvency) shall be passed or presented or if a receiver administrative receiver or manager shall be appointed over the whole or any part of the Customer's business or assets or if any petition for the appointment of an administrator is presented against the Customer or if the Customer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately.

7.2 If the Customer fails to pay any sums due to the Company as they fall due, the Company may suspend the Services, and/or terminate this Agreement forthwith.

7.3 If the Customer breaches any of the terms of this Agreement and fails to correct the breach within seven (7) days following written notice from the Company specifying the breach.

7.4 If any of the events specified in paragraphs 7.1 – 7.3 of these Conditions occurs, the Company shall be entitled to disable any of the Equipment ordered in accordance with this Agreement by remote instruction.

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8. Payment Terms

8.1 The Fee for the Services shall be the Company's quoted fee which shall be as recorded on the support contract. The Company may by giving at least 14 days' notice to the Customer increase the Fee for the Services to reflect any increase in the cost to the Company which is due to factors occurring after the making of the Agreement which are beyond the reasonable control of the Company (including, without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour or the replacement of any parts of the Equipment).

8.2 The Fee is exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice.

8.3 Payment of the Fee and VAT shall be made monthly on the date specified by the Company on the support contract. Time for payment shall be of the essence.

8.4 Interest on overdue payments shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4 per cent above Barclays Bank Plc.'s base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

8.5 Payment of the Fee shall be by direct debit or standing order only and the Company shall not be obliged to accept a purported payment of by any other means, which shall be treated as a non-payment under the terms of this Agreement.

9. Length of Term and Renewal of Agreement

9.1 The length of the term of the contract is 18 months unless stated otherwise.

9.1.2 Upon expiry of this agreement all services will normally be permitted to continue in and be billed according unless the customer has expressed a wish to terminate the services forthwith on the termination date.

9.1.3 After the minimum contract term, the contract will normally become a rolling contract with a minimum notice period from the Customer or the Company of Ninety (90) days

9.2 Upon the expiry of the initial contract term in relation to Telephony & I.T support contracts, the Company shall inspect the Equipment free of charge and at its option shall:

9.2.1 Enact clause 9.1.3 and renew the contract automatically every ninety (90) days.

9.2.2 Overhaul all or part of the Equipment at the cost and expense of the Customer and continue the Agreement until it is terminated in accordance with the provisions of clause 7

9.2.4 Refuse to extend the Agreement and collect and hosted or other equipment on rental.

10. Warranties

10.1 All conditions, terms, representations, and warranties relating to the Equipment or the Services under this Agreement, whether imposed by statute or operation of law or otherwise that are not expressly stated in these terms and conditions are hereby excluded.

11. Force Majeure

11.1 Neither party shall be liable for any default due to an act of God, war, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

12. Contracts (Rights of Third Parties) Act 1999

12.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term in this Agreement.

13. Notices

13.1 All notices or other communications under this Agreement shall be in writing and may be delivered or sent by pre-paid first class letter post or facsimile transmission to the party to be served at the address set out in this Agreement or at such other address or number as that party may from time to time notify in writing to the other party. Any notice or document shall be deemed to be served if delivered at the time of the delivery; and if posted 48 hours after posting; and if sent by facsimile transmission, at the time of the transmission if between the hours of 9.00am and 5.00pm from Monday to Friday (other than on statutory holidays).

14. Applicable Jurisdiction

14.1 This Agreement is subject to the law of England and Wales.

14.2 All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15. Assignment

15.1 The Customer shall not assign – contract license or otherwise dispose of any part of its rights or obligations under this Agreement without the prior written consent of the Company.

16. Cancellation

16.1 The Company may cancel this contract by giving written notice. On giving such notice in the following circumstances:-

16.1.1 The Equipment becomes obsolete

16.1.2 The Company is not able to obtain the Equipment or replacement components for the Equipment from the manufacturer.

16.2 Where the Company cancels this contract in accordance with clause 16.1 above, the Company will refund such reasonable proportion of the fee paid in advance in respect of any period of the term which remains after the date of cancellation.

16.3 The Company shall not be liable for any loss or damage whatever arising from such cancellation

17. Telecommunications Services, Hosted Telephony & Hosted Network Services

17.1 All Equipment Supplied via these services remain the property of the company. At no point does any of the equipment become the property of the customer.

17.2 You must keep all equipment in good condition and return the equipment at the end of the agreement, or under any of the previous clauses.

17.3 You must insure all equipment against theft, loss or damage

17.4 You must make all equipment available for inspection given reasonable notice

17.5 You may not loan, sell, or dispose of the equipment under any circumstances without the written permission of midland telecom networks limited.

17.6 We will make every effort to make the services available to you, but owing to the nature of telecommunications networks, it is impossible to provide a fault free service and the quality of the services depends on the network provided by the Network Service Provider to which you are connected. It is your responsibility to make sure your equipment is in working order so as to enable the provision of our services. At your request we will re-programme or programme any telecommunication equipment in your possession to make the service effective; however we will not be liable for any loss or damage as a result of any problems arising from the programming of your equipment.

17.7.1 All requested delivery dates for the effective date of the service are provisional and subject to survey and final confirmation. The Network Service Providers cannot guarantee the delivery date of the service until it is actually brought into effective service.

17.7.2 All numbers issued to you in advance of the effective service date are provisional and cannot be guaranteed until the service has become effective. The company is not liable for any costs of reprinting literature or other forms of media planned in advance of the effective date of the service.

17.7.3 You are required to inform us of any potential hazards that are present on site prior to the arrangement of a Network Service Provider's Engineers appointment.

17.7.4 Upon notification of a fault by you, we will use the procedures laid down in the Network Service Providers, service level agreement to report and rectify the fault.

17.7.5 If your service fails and this is subsequently found to be due to your equipment or error in using the service, then you agree to pay for any costs that may arise or from calling out the Service Provider's Engineers to remedy the suspected fault.

17.7.6 You agree that the company has the authority to arrange the transfer of line rentals and call services from other Service Providers to the company upon agreeing to these terms and conditions.

17.7.8 Where phone numbers are allocated to you, you have no right to sell or to agree to transfer the number provided to you for use with the service.

17.7.9 Each telephone line can be entered into the national phone book and into various directory enquiry services. Unless otherwise stated, all telephone numbers provided will be ex-directory. You must notify us of any directory entries you require and the style in which they are to be displayed. We may ask the phone book administrators to contact you directly in connection with these services should you have specific requirements.

17.7.10 You agree that the company has the authority to represent you when dealing with your current Network Service Providers for the purpose of transferring any services in connection with this agreement.

17.8 The company accepts no responsibility or liability for the customer being in breach of contract or for administration or termination charges and penalties levied by other Service Providers to you, as a direct result of the transfer of your services to Midland Telecom Networks Limited. In the event of you not wanting to proceed with this agreement because you are in breach of contract or will incur substantial termination charges or penalties by existing Service Providers, The Company will suspend the commencement of the agreement for up to twelve months so that you can terminate the said agreements by giving the appropriate notice. Where the existing agreements have longer than twelve months to run you agree to pay the company administrative expenses of five hundred pounds plus the cost of any transfer fees levied by Service Providers in transferring the services to the company.

17.9 Where the telephone number given by the customer describing the service (written on the schedule of services on the front pages of this agreement) is only one of the numbers associated with that service, it is deemed that all the other numbers associated with that service are included in this agreement.

17.10 Where a Network Service Provider carries out an installation or provides a service to the customer (that the customer ordered from the company) that causes disruption to the customer's business or damage to other services or equipment the customer is using, it is agreed that the company cannot be held liable for any consequential losses or damages caused by the Network Service Provider.

17.11 Where a service is provided by a Service Provider and that Service Provider has a service level agreement, the service will be deemed to be subject to the service guarantees contained within it. The company will provide the customer with all such documents upon request. Unless stated otherwise in the appropriate Service Level Agreements, the service will normally be repaired within forty eight hours commencing the day after the fault was reported, acknowledged and accepted by the Service Provider and a fault reference given. Where the fault was not

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recognised or rejected by the Service Provider, the fault will be deemed to have commenced at the time the fault reference was actually given. Where the fault is deemed beyond the reasonable control of the Service Provider the customer accepts that the fault will be fixed in an indefinite time period and no compensation for loss of service or business will be due.

17.12 Where new services are to be provided by a Service Provider on behalf of The Company the customer accepts that all new installations are subject to survey by the Network Service Provider and there may be unforeseen delays in providing the Network Service and the company are not responsible for loss of business or any liability for compensating the customer.

Where the Service Provider offers compensation for the loss, delay or interruption of the service, upon request by the customer, The Company will claim any compensation due and pay to the customer in full. The maximum liability in all cases for delayed installations is limited to one thousand five hundred pounds for any one or series of delays and interruption in service.

18. Provision of equipment at no charge

18.1 Where the company provides the customer with invoice credits covering the partial or entire cost of telecommunication equipment and telephone systems in favour of an extended term maintenance and call service, the equipment shall remain the property of the company until all the payments due under the extended term are received. The customer must pay all maintenance contract and call charges due over the full minimum term to avoid paying the normal charges listed for the equipment that were subsequently credited on the agreement.

18.2 Notwithstanding any other term under this agreement, it is agreed that the customer will pay the company for the cost of the equipment even if they no longer require the equipment or maintenance services.

18.3 The customer must insure the equipment at the value indicated upon the agreement. The company will offer insurance for the equipment and charge accordingly if the customer does not offer an alternative policy showing the company that the equipment is fully covered as an item upon the customer's own insurance at full value.

19. Charging and Billing

19.1 We will send our first invoice shortly after providing the service and then at regular intervals, usually monthly, sometimes we may send an invoice at a different time.

19.2 We will calculate your monthly invoice using the prices/tariff agreed on the tariff sheet prevailing at the time the agreement was signed and the services we provide to you. Unless otherwise stated all calls are rounded up to the nearest second and all charging is rounded up to the nearest full penny. Where bundles of minutes of calls are pre-purchased for a fixed monthly fee the use of those minutes by the customer and any subsequent minutes used beyond the bundle minutes, shall be in full minute increments.

19.3 We reserve the right to increase or decrease our charges and/or introduce new charges from time to time. If we increase any of our charges we will give you at least fourteen days prior notice and in such circumstances you may cancel this agreement with immediate effect by notifying us before any increase takes place. Where a free connection of a line service has been provided to the customer and the connection charges waived at the time of connection, the waived connection charges must be paid in full if the cancellation of the agreement is before the end of the minimum terms agreed as part of that service. Where the customer has had equipment provided at no charge the equipment provided must be paid for at the value indicated on the agreement should the customer wish to cancel the agreement.

19.4 We reserve the right to make changes to these terms and/or introduce new terms from time to time if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from Network Service Providers.

19.5 The charges for the services contained in your monthly statement are calculated using call records provided by the Network Service Providers. In the event of any dispute the call data provided by the Network Service Provider will be audited by them and upon that audit confirming the data as accurate, the Network Service Providers records shall be deemed accurate to produce an interim bill until such times that the call records can subsequently be proven to be inaccurate. The timed and dated call records produced by the Network Service Provider, deemed to be made from the customer's premises because the customer's telephone number is recorded as the source of the call, shall be conclusive evidence that call has been made by the customer's equipment, and the customer shall pay the company for the calls until such times that the customer can prove otherwise.

19.6 The Company may decide to set a credit limit on your account at any time. It may be possible for you to pay a deposit should you wish this limit to be increased; this will be the sole discretion of a director of the company.

19.7 If the Company only provide a calls service then you are liable to pay other service charges to your Network Service Provider.

19.8 Invoices will be sent to the address the lines are provided unless requested otherwise.

19.9 You are liable to pay the cost of calls made on this service howsoever initiated whether voluntarily or automatically made by a computer or customer equipment. This includes unauthorised calls made on your services without your consent by means of faulty equipment, fraud, theft, malicious use by an authorised or unauthorised person or by hacking.

19.10 It is agreed that any dispute or query about the charges made under this agreement must be made in writing within thirty days of the date of the invoice. Any dispute or query lodged thereafter must be made in writing to us and no sums may be offset against money owing to us under this agreement.

19.11 Where the customer disputes any charges on the bill they may not offset any amount greater than the sum of the disputed overcharge and all other amounts must be paid by the due date.

19.12 Where a billing dispute cannot be resolved the customer should refer to The Company's Code of Practice for dispute resolution available in writing from our offices upon request.

19.13 Where the customer has been given a discount for a service based upon BT's or other Service Providers list prices for the service and BT or other Service Provider raise the charges associated with that service, it is agreed that the same discount will apply throughout the agreement and the increased charges will automatically apply from the date of the increase. Furthermore it is agreed where BT or other Service Provider decrease the list price of the service the charges will reduce by the same.

19.14 If the customer does not make a payment for an invoice within sixty days of the date of the invoice and the invoice is not the subject of any dispute between the customer and the company, it is agreed that a late payment charge of ten pounds may be added to the customer's following month's invoice.

19.15 The normal method of payment under this agreement is by direct debit. With the exception of public sector customers all other customers agree to pay the company by this method or pay a surcharge of 3% on all billed services or a payment fee of £4.50 per bill whichever is the greater amount.

19.16 If the Service Provider who provides the customer's line service raises the wholesale price of that line service it is agreed that the customer will pay the company an increase of an equivalent amount in percentage terms. The company will write to the customer informing them of the increase in charges within twenty eight days of the planned increase. If the customer refuses to accept the increase in charges within fourteen days of the planned increase date, then the customer has the right to cancel the agreement repaying any line connection charges and equipment provided at no charge or for free.

20. Transfer of the service to another service provider

20.1 If you decide to transfer any of the call, line or broadband or hosted services within this agreement to another Service Provider before the end of the minimum term that has been agreed or before the end of an annual renewal period, you will be liable to pay termination charges. These termination charges consist of: all the service or line rental payments due until the end of the agreed term (a discount will be applied where The Company no longer has to pay any wholesale rentals after the service is transferred), furthermore the customer will repay The Company any connection charges that were waived or discounted at the time of connecting the service or commencement of the contract, also an administration fee of three hundred pounds and finally compensation of fifty percent of the estimated call spend (to represent the loss of profit for the remaining term of the agreement), based upon the average spend in the last three months of the services involved, prior to the requested termination or transfer date.

20.2 The Company may require a deposit from the customer prior to transferring the service to another Service Provider to cover the cost of telephone calls and line rental not yet billed to the customer. Unused deposits will be refunded within ninety days of the final bill issued to the customer from The Company.

20.3 The customer authorises The Company to refuse any transfer of the services under this agreement to another Service Provider unless the customer notifies the company in writing that this transfer has been agreed and the company has been paid all sums and deposits due under this agreement.

20.4 Where the customer partially transfers the call element of this service to another Service Provider (after previously using services supplied by the company), the customer must compensate the company for thirty percent of the lost call revenue that would have been due under the remaining term of the agreement (based upon the average of the last three months call revenue prior to the call traffic being switched to the other Service Provider).

21 Ceasing the service due to redundancy of need – soft terms policy

21.1 Without prejudice to the rights of the parties under this agreement, where a customer has not had a free connection of their lines and has no further use of a service because they no longer require it and are not moving premises to another location whereupon they could continue the use of the service with Midland Telecom Networks Ltd, the company allows the customer the option to cease the line and call service at any time during the minimum term of the agreement.

21.2 Without prejudice to the rights of the parties under this agreement, where a customer has had a free connection of their lines and has no further use of a service because they no longer require it and are not moving premises to another location whereupon they could continue the use of the service with Midland Telecom Networks Ltd, the company allows the customer the option to cease the line and call service at any time during the minimum term of the agreement providing they repay a proportion of the connection charges waived at the time of connection of the service, aggregated over the term of the free connection agreement.

22 Moving the service to other premises – soft terms policy

22.1 You are permitted to transfer your lines to another premise and transfer the agreement to provide the services in your new premises with the company, at any time before the expiry date of your agreement (see IV herein) except where you have taken a free connection and had the connection charges waived in favour of an extended minimum term, whereby you will be required to settle the agreement by repaying a fair proportion of the connection charges.

22.2 Where the customer requested the transfer of the services with Midland Telecom Networks Ltd, all the services transferred or connected to the new premises by the company shall be deemed to be covered by this agreement. If the customer elects not to use the company for any the services at the new premises that are the equivalent service that they had at their current premises, then the parties agree that this constitutes transferring the service to another Service Provider as detailed in section 5 of this agreement.

22.3 Where the services vary from the original services in the telephone numbers used, quantity and type, the new services shall be discounted at the same level as the previous services until the expiry of the minimum term of the agreement.

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22.4 You will have to pay The Company for the connection charges for the services at your new premises at the Network Service Providers published rates. These charges will be quoted to you well in advance of your move.

22.5 If you have an unexpired "free connection agreement" and wish to move before the end of the minimum term and take out equivalent services at your new premises, then all you will have to repay is a fair proportion of the waived connection charges that were given as free. You can then take out a new free connection agreement at the new premises.

23 Upgrading the service to a new type – soft terms policy

23.1 Where the customer wishes to upgrade their services to a new type they may do so at any time. The customer must pay any connection charges due on the new service. The agreement will transfer to the new upgraded service until the expiry date or for twelve months whichever is the greater.

23.2 Where the customer has had the service connected and in service in total for less than twelve months by any Service Provider(s), they will have to pay the remaining rentals to the end of the twelve months if they wish to upgrade before then.

24 Suspending the service

24.1 Without prejudice we have the right to suspend the provision of services immediately without telling you or without notice if:-

We believe our service is being used in an unauthorised way or for criminal activities or You fail to pay any of our charges when due Or You commit a substantive breach of this agreement Or Your credit limit is exceeded Or We are aware or believe that you have entered into this agreement fraudulently Or You cancel or your direct debit instruction is refused without prior written notice from you Or You do anything to affect the operation of our services

24.2 If we have not received payment of your bill we may decide to suspend/disconnect your service. Normal monthly rental will continue to be charged during any period of disconnection. You will be charged a fee for reconnection of the service of twenty five pounds plus vat.

25 Responsibilities

25.1 The company does not provide any network services directly but acts as a Service Provider. The customer agrees that the company cannot be held responsible or liable for the failure of any of the services provided under this agreement as the company has no direct control of how the services are provided and is not liable for any consequential losses of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have made from not being able to use the services normally or from the service not being available. Where there has been an interruption to the service provided and the Service Provider pays compensation for loss of the service, the company, at the customer's request, will recover any such compensation due to the customer and pay it in full. It is agreed that the amount of compensation by participating Service Provider's is currently limited to £11.75 + vat per line, per working day, that the service is interrupted beyond the Service Level Agreement provided by the Service Provider, which is that the Service Provider repairs the fault currently within forty eight hours after the day the fault was reported and acknowledge by the Service Provider. It is agreed that Compensation is limited to one thousand five hundred pounds for any one incident or related series of incidents. If the customer deems that the service provided to them is more valuable than this level of compensation, then it is agreed that those terms will be negotiated in a separate supplement to this agreement and endorsed by both parties.

25.2 Matters beyond our reasonable control If we cannot do what we have promised in this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, line failure, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority (including the Network Service Provider or industrial disputes of any kind, (including those involving our employees), we will not be liable for any consequential losses howsoever incurred.

25.3 On occasions we are unable to provide services because of something out of our reasonable control we will not be liable to you. If you choose to use an alternative carrier or network during this time we will not be responsible for their charges and you will remain liable for any charges for services from our company.

26 VOIP (Voice of internet protocol)

26.1 Due to the complex nature of VOIP Installations, their operation and equipment are not covered by our standard maintenance contracts. In addition while we may have quoted an estimated installation time, this cannot be guaranteed and all works carried are chargeable by the hour. The quality of speech and availability of service is out of our control and hence cannot be guaranteed. All support is chargeable at our standard hourly rate. We can cover VOIP on a support contract by separate agreement.

27 Programming/Extra Works Request process

27.1 All programming an extra works must be requested via email, to - support@midlandnetworks.co.uk or via our customer helpdesk system. This is to ensure clarity of instructions, customer security and that all works are logged and carried out in the correct order.

28. Goodwill Gestures/Free of Charge Works

28.1 On occasion we may carry out works, such as remote programming or on-site programming free of charge; this is on a case by case basis. It should not be assumed that all works of the same nature will be free of charge in the future; they will normally be subject to the terms above.

28.2 If we carry out works free of charge it should be seen as a goodwill gesture and not an upgrade of cover.

29 Abortive Call-outs

29.1 If an engineer is called to site under maintenance/support cover and the fault is deemed to be user error, non-system fault (network provider Issue), no fault found, or works deemed as re-programming a minimum call-out charge*** may apply.

30 Emergency Response

30.1 Emergency response is only enacted upon total system failure, I.E for telephone systems - no incoming or outgoing telephone calls whatsoever. A response is deemed as a return phone call from a system engineer to determine the likely cause of the fault and possible resolutions.

31 Levels of Support/Maintenance cover for supplied Telecoms and I.T Equipment

31.1 Unless specified otherwise, all support contracts are based on standard cover as per the schedule

32 Sale of Equipment (In addition to conditions 1 to 31)

32.1 Additional definitions specific to this cause; "Conditions" means these terms and conditions; "Delivery Date" means the date upon which the Company intends to deliver the Goods; "Goods" means any goods sold under these conditions; "Price" means the Company's price as determined in accordance with clause 32

32.2.1 These Conditions shall apply to all contracts for the sale of Goods by the Company to the Customer to the exclusion of all other terms and conditions including any terms or conditions that the Customer may purport to apply under any purchase order confirmation of order or similar document.

32.2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.

32.2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer's acceptance of these conditions

32.2.4 Any variation to these Conditions (including any special terms and conditions) agreed between the parties) shall be inapplicable unless agreed in writing by the Company.

32.3 Price and Payment

32.3.1 The Price of the Goods shall be the Company's quoted price which shall be binding on the Company provided that the Customer shall accept the Company's quotation within 14 days.

32.3.2 The Company may by giving notice to the Customer at any time up to 7 days before delivery increase the Price of the Goods to reflect any increase in the cost to the Company which is due to factors occurring after the making of the contract of sale which are beyond the reasonable control of the Company (including, without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs). Provided that the Customer may cancel this contract within 7 days of any such notice from the Company.

32.3.3 The Price is exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice.

32.3.4 Payment of the Price and VAT shall be due within 7 days of the date of the invoice. Time for payment shall be of the essence.

32.3.5 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 6 per cent above Barclays Bank Plc.'s base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

32.4 Description of Goods

32.4.1 The Goods shall be supplied in accordance with the description contained in the Company's customer requirement form or email quotation and manufactured in accordance with all applicable British standards which relate specifically to the Goods.

32.4.2 It is the responsibility of the Customer to ensure that the details in the customer requirement or email quotation form are correct and the Company shall only be obliged to provide the Goods specified in that form. Any orders for additional Goods must be recorded by completing a new customer requirement form or email for each order.

32.4.3 The Company may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

32.5 Time Limits

32.5.1 The Customer shall inspect the Goods on delivery and shall within 2 days of delivery notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with description or sample.

32.5.2 The Customer shall afford the Company the opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them.

32.5.3 If the Customer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent upon a reasonable examination of the Goods and the Customer shall be deemed to have accepted the Goods.

32.5.4 If the Goods are not in accordance with the contract for any reason the Customer's sole remedy shall be limited to the Company making good any shortage by placing such goods, or if the Company shall elect, by refunding a proportionate part of the Price.

32.6 Retention of Title

Terms and Conditions of Midland Telecom Networks Ltd and its trading Styles

This is version 1.0 of our terms and conditions and dated 21st April 2010 and is five pages in total

These terms and conditions are subject to change, to download the latest copy please visit <http://www.midlandnetworks.co.uk>

32.6.1 In spite of delivery having been made property in the Goods shall not pass from the Company until: [1] the Customer shall have paid the Price plus VAT in full; and [2] no other sums whatever shall be due from the Customer to the Company

32.6.2 Until property in the Goods passes to the Customer in accordance with clause 32.6.1 the Customer shall hold the Goods and each of them on a fiduciary basis as daily for the Company the Customer shall store the Goods (at no cost to the Company) separately from all other goods in its possession marked in such way that they are clearly identified as the Company's property.

32.6.3 Notwithstanding that the Goods (or any of them) remain the Property of the Company the Customer may sell or use the Goods may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Goods passes to the Customer the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.

32.6.4 The Company shall be entitled to recover the Price (plus VAT) notwithstanding the property in any of the Goods has not passed from the Company.

32.6.5 Until such time as property in the Goods passes from the Company the Customer shall upon request deliver up such as the Goods as have not ceased to be in existence or resold to the Company. If the Customer fails to do so the Company may enter upon any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Customer under clause 32.6.3 shall cease.

32.6.6 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

32.6.7 The Customer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company if the Customer fails to do so all sums whatever owed by the Customer to the Company shall forthwith become due and payable.

32.6 Delivery of Goods

32.6.1 Delivery of the Goods shall be made to the Customer's address on the Delivery Date. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

32.6.1 The Goods shall be at the Customer's risk from delivery.

32.6.1 The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.

32.6.1 Notwithstanding that the Company may have delayed or failed to deliver the Goods (or any of them) promptly the Customer shall be bound to accept delivery and be bound to pay for the Goods in full provided that delivery shall be tendered at any time within 4 weeks of the Delivery Date.

32.7 Contracts (Rights of Third Parties) Act 1999

32.7.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term in these Conditions.

THE SCHEDULE

Our working hours are 9am to 5pm Monday to Friday (excluding bank holidays. Christmas Eve & New Year's Eve)

Standard Cover	Enhanced	Cover Premier	Cover Total Cover
16 working hour standard response	16 working hour standard response	8 working hour standard response	8 working hour standard response
4 working hour emergency response*	4 working hour emergency response*	2 working hour emergency response*	2 working hour emergency response*
Onsite programming chargeable	Onsite programming chargeable	Onsite programming chargeable	Onsite programming free of charge
Remote Programming Free*	Remote Programming Free*	Remote Programming Free*	Remote Programming Free*

- Programming is deemed as anything other than faults. For example, name changes, speed-dials, hunt groups, ringing patterns, direct dial numbers, voicemail changes. This list is not exhaustive.
- Remote programming is carried out at our offices, and involves us dialling in over your telephone lines/internet connect to make changes. On-site programming is where an engineer attends your premises to carry out changes.
- Minimum onsite charge is £125.00+vat (includes first hour) our standard hourly rate is £69.00 per hour. Discounts will apply for maintenance/support Customers
- Minimum remote charge is £25.00+vat (includes first hour) our standard hourly rate thereafter is £25.00+vat. . Discounts will apply for maintenance/support Customers

*=subject to fair use policy of four jobs per month.