

Terms and Conditions for Telephone Service

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- These Terms and Conditions apply to new and existing customers and are effective from the implementation date shown on the Agreement.

What the Service is

The Service we (RGNS) supply to you (our Customer) is the ability to make or receive a Call (or both). The Service does not include our phone numbers or other equipment that we may supply to you under a separate agreement. In providing the Service, we promise to use the reasonable skill and care of a competent telecommunications service provider.

2. Things we may have to do

2.1 We may have to do some things that could affect the Service. These things are listed in paragraph 2.2. If we have to interrupt the Service we will restore it as quickly as we can.

2.2 Occasionally we may have to:

- (a) Change the code or phone number or the technical specification of the Service for operational reasons;
- (b) Interrupt the Service for operational reasons or because of an emergency;
- (c) Give you instructions that we believe are necessary for health or safety, or for the quality of the Service that we supply to you or to our other customers.

3. Phone number

3.1 You have no right to sell or to agree to transfer the number provided to you for use with the Service and you must not try to do so.

4. The Phone Book and Directory Enquiries

4.1 We will put your name, address and the phone number for the Service in The Phone Book for your area and make your phone number available from our Directory Enquiries Service, as soon as we can. However, we will not do so if you ask us not to, a charge may apply.

4.2 If you want a special entry in The Phone Book you must let us know. Where we agree to a special entry you must pay an extra charge and sign a separate agreement for that entry.

5. Call Monitoring

We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services, including complaint handling.

6. Use of your information

6.1 We will use the information we have about you and your use of the Service for marketing purposes. However, we will not do so if you ask us not to.

6.2 For your information we process your billing data and information about your use of RGNS service (this includes information about your bill size, the numbers you call and the times you call) for marketing our own telecommunications products and services. This allows us to better inform you about products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. We do not disclose this information to anyone else. We need your consent to continue to give you all the benefits that this processing provides and will assume we have it, unless you tell us otherwise by writing to us at: Rainbow Global Network Services LLP, Chinhams Farm, London Road, West Kingsdown, Kent, TN15 6BT.

7. When we will provide the Service

This agreement will start on the date that Rainbow Global Network Services LLP first makes this service available to the customer, which can start from the date of signature but not limited to that date, and shall remain in effect for the stated and agreed minimum term, and unless notice is given by either party the contract will continue thereafter for a further period of the minimum term stated and will continue to do so until such termination notice has been given by either party, subject to the conditions in 13, 18, 19, On receipt of satisfaction of notice Rainbow Global Networks will cease such service. We will provide you with the Service by the date we agree with you. Unless a reason covered by paragraph 12 or 13 becomes applicable.

8. Repairing faults

8.1 We cannot guarantee that the Service will never be faulty. However, if we do not put right a failure of the Service within the time limits set out in our Customer Service Guarantee, you may be able to claim compensation under that Guarantee, unless we fail for a reason covered by paragraph 12 or 13.

8.2 We will work on any fault that is reported to us according to the repair service we have agreed to provide to you. These repair services are explained in the BT Price List.

8.3 When we agree to work on a fault outside the hours covered by the repair service that we provide to you, you must pay us the extra charge set out in the BT Price List.

8.4 If you tell us there is a fault in the Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for any work we have done to try to find the fault or to repair it. Our charges for this are set out in the BT Price List.

What you agree to do

9. Paying our charges for the Service

9.1 Charges

(a) You must pay the charges for the Service as set out in our Price List. This applies whether you are the Service or someone else does. We can change the charges as explained in paragraph 15.2.

(b) If someone makes a Call without your knowledge, from our side of the main telephone socket, you will not have to pay for the Call, unless we prove that you could have taken reasonable steps to prevent the Call being made.

9.2 Rental

You must pay us rental from the day we supply the Service. We will ask you to pay the rental in advance. The rental will depend on the bill at any time. We will include all charges on your next bill where possible, and in any event as soon as we can. We will send bills to the address you ask us to.

9.3 Calculating the Call charges

We will calculate the charges for Calls using the details recorded at the telephone exchange.

9.4 Bills

We will send you your first bill shortly after we provide the Service. We will send you further bills monthly, but we may send you a bill at any time. We will include all charges on your next bill where possible, and in any event as soon as we can. We will send bills to the address you ask us to.

9.5 Payments in advance, deposits and Credit Limits

(a) We may ask you for a payment before one is normally due. This will not be more than the connection charge and rental for the Minimum Period, except in circumstances where we send you a bill because you have exceeded your Credit Limit.

(b) We may ask for a deposit at any time, as security for payment of your bills if it is reasonable for us to do so. Our procedures for deposits are published in our office.

9.6 When you must pay

You must pay all charges and rental as soon as you receive your bill and deposits when we ask for them. Our standard payment terms are payment within 14 days by direct debit unless agreed otherwise in writing. If at any time a direct debit is not in place (e.g. due to cancellation) then payment must be made by another means within 14 days.

10. Your other responsibilities

10.1 Misuse of the Service

Nobody must use the Service:

- (a) To make offensive, indecent, menacing, nuisance or hoax Calls;
- (b) Fraudulently or in connection with a criminal offence; and you must make sure that this does not happen. The action we can take if this happens is explained in paragraph 13.4. If a claim is made against us because the Service is misused in this way, you must reimburse us in respect of any sums we are obliged to pay.

10.2 Indemnity

If you use the Service for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them.

If things go wrong

11. If we break this agreement

11.1 We accept liability for being late in providing the Service or repairing a failure of the Service, or for failing to keep an appointment, unless for a reason covered by paragraph 12. However, our liability is limited as set out in the Customer Service Guarantee and in this paragraph 11.1.

11.2 We accept liability if you are injured or die as a result of our negligence. We do not limit that liability and paragraphs 11.3, 11.4 and 11.5 do not apply to that liability.

11.3 Unless the Customer Service Guarantee says otherwise, we have no liability under this agreement. Our liability under this agreement for a failure in provision of the Service or the Service itself is detailed in the Customer Service Guarantee. This does not affect our liability if we are negligent.

11.4 We have no liability for any loss that is not reasonably foreseeable, nor any loss of business, revenue, profit, or savings you expected to make, wasted expense, financial loss or data being lost or harmed.

11.5 Any liability we have of any sort (including any liability because of our negligence) is limited to £1 million for any one event or any series of related events, and in any 12-month period to £1 million in total.

11.6 Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

12. 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, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving our employees), we will not be liable for this.

13. If you break this agreement

13.1 We can suspend the Service or end the agreement (or both) at any time without telling you if:

- (a) You break this agreement or any other agreement you have with us for telephone services and fail to remedy the breach within a reasonable time of being asked to do so;
- (b) This applies even if you do not know that the Calls are being made or the Service is being used in such a way;

(c) Bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a Court on time, or you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

13.2 If your agreed Credit Level is reached before your next monthly bill is sent to you, we will inform you of the amount you have spent and agree any necessary action. If you have a limited payment history for the Service (less than 3 bills received and paid in full) we may also restrict your ability to make outgoing calls pending payment of charges accrued on our billing system.

13.3 If a payment is late, we will not suspend the Service or end the agreement until 14 days after the payment was due. However, if we suspend the Service and you miss another payment during the 12 months after we provide the Service again, we may then suspend the Service or end the agreement (or both) 7 days after the payment was due. In the case of a bill for Call charges only we may suspend the Service or end the agreement (or both) 14 days after payment was due. Cheques not honoured or Direct Debit returns will be given 24 hours to rectify, if not then immediate suspension of all services will ensue.

13.4 If we suspend the Service, we will not provide it again until you do what you have agreed, or satisfy us that you will do so in future or that the Service will not be used in a way that is forbidden by paragraph 10.6.

13.5 If we suspend the Service because you break this agreement, the agreement will still continue. You must pay us rental until we end the agreement by giving notice under paragraph 13.1 or you or we end the agreement by giving notice under paragraph 18.1.

13.6 All invoices are due for payment within 14 days of the invoice date. Any invoice outstanding after a further 14 days beyond this period will be referred to Thomas Higgins Limited and will be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

14. Arbitration

If we cannot resolve any dispute with you, you can refer the dispute to the Chartered Institute of Arbitrators.

Changing and ending the agreement

15. Changing the agreement

15.1 In general

If you ask us to make any change to the Service you must confirm your request in writing.

15.2 Conditions

We may change the conditions of this agreement including our charges at any time. We will notify you with your monthly invoice and on www.rainbowtelecom.com at least 2 weeks before it takes place. If you are a residential customer, we will also give you at least 2 weeks notice in accordance with paragraph 19.

16. Transferring the agreement.

16.1 The Customer may not assign or transfer this agreement or any of its rights under it without Rainbow Global Network Service LLP prior written consent. Rainbow Global Network Services LLP may assign any or all rights and obligations under this Agreement by giving no less than 30 days notice in writing to the Customer.

16.2 Any notice, invoice or any other document which may be given by either party under this agreement shall be deemed to have been given if left at or sent by fax or post. All post sent to the customer shall be that of either the signed agreement or the invoice address.

16.3 If any provision of this agreement should be deemed invalid, unenforceable or unenforceable in any respect the remaining Provisions shall continue to the fullest extent of the permitted law.

17. Cancelling the Service before it is provided

You may cancel Service any time up to 7 days before agreed date of provision. However, if you have ordered Service for business use you must pay for any work we have performed or monies we have expended.

18. Ending the agreement after the Service is provided

18.1 This agreement, or the supply of the Service, can be ended by:

- (a) 14 day's notice from us to you; or
- (b) 90 day's notice from you to us after the minimum term has expired.

18.2 If you give us notice that ends during the Minimum term (other than because we have increased our charges or materially changed the conditions of this agreement to your detriment), you must pay us the all payments that minimum term has fallen due during that term and cancellation period. **Please be aware that this is a rolling agreement, therefore once the agreement completes its stated term, the contract will roll over to the same term again, subject to you observing our cancellation terms.** This will be calculated by the following, ALL line rental and fixed charges shall be paid in full for the term of the contract or the balance of the contract, followed by 60% of the average call spend calculated over the previous 12 months or a minimum of 6 months this figure will then be multiplied by the balance of months remaining on the contracted period.

18.3 If you have paid any rental for a period after the end of the agreement, we will either repay it or put it towards any money you owe us.

18.4 You must pay all charges for the Service until the date on which we stop providing the Service to you.

18.5 We can end this agreement at any time without telling you if paragraph 13.1 applies.

The other things we need to tell you

19. How to give notice

Any notice given under this agreement must be delivered by hand or sent by email or prepaid post as follows: (a) To you at the address shown on the Network Service Order form, or on your last bill, or at any other address we give you;

(b) To you at the address you have asked us to send bills to.

20. Third Party Rights

A person who is not a party to this agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

21. Explanations of certain words

"Call," means a signal, message or communication that is silent, spoken or visual on each line that we agree to provide to you under this agreement.

"Credit Level" means the sum of money; you agree with us, you expect to spend on Call Charges during the period covered by your bills.

"Your equipment" means equipment that is not part of our network and which you use or intend to use with the Service.

"Failure of the Service" means the continuous total loss of the ability to make or to receive Calls or the continuous total loss of a related service.

"Your line" means a connection to our network.

"Main telephone socket" means the point where your equipment is connected to our network, which is called the Network Termination Point in your license.

"Minimum Term" means the first 12 months of the Service, or the minimum term stated on the Network Services Order Form, whichever is the greater.

"Our network" means the Rainbow Global Network Services LLP

"(RGNS)" means Rainbow Global network Services LLP

"Your premises" means the place where the Service is or will be provided.

"Relevant standards" means the standards designated under Section 22 of the Telecommunications Act 1984

"Service" means all or part of the Service explained in paragraph 1 and any related services listed in our Price List that we agree to provide to you under this agreement.

"We" and "us" means Rainbow Global Network Services LLP

"Working day" means Monday to Friday 9.00 am to 5.00 pm not including Public Holidays.

"You" means the customer we make this agreement with. It includes a person who you reasonably believe is acting with the customer's authority or knowledge. END

These terms and conditions can be sent electronically or viewed on our web site. www.rainbowtelecom.com

Rainbow strongly recommends that the customer include the telephone system and related applications as part of their company security policy.

Rainbow will not be liable for any costs incurred due to toll fraud of any kind.