

1 Our Hosted Phone System Services

1.1 These Hosted Phone System Conditions are supplemental to the general Conditions under which we provide the Hosted Phone System Services. Any defined terms in the Conditions shall apply to these Hosted Phone System Conditions unless stated otherwise.

1.2 These Hosted Phone System Conditions covers the provision by the Supplier to the Customer of our Hosted Phone System Services.

2 The Hosted Phone System Services under these Hosted Phone System Conditions are intended for business use only and the Customer warrants that any use of the Hosted Phone System Services shall be for business use only.

3 We may take instructions from a person if we have a good reason to think that he or she is acting with the Customer's permission.

4 The Supplier shall use its reasonable endeavours to ensure that the Hosted Phone System Services shall include:

4.1 the installation or takeover and rental of one or more fixed telephone line(s);

4.2 the ability to make or receive telephone calls;

4.3 the ability to send and receive information through the Customer's telephone line. For example, from computer equipment;

4.4 any one of a range of call price plans that enable the Customer to make discounted telephone calls;

4.5 any other facilities such as caller display that we agree to give the Customer;

4.6 one phone number for each fixed telephone line that the Customer rents from the Supplier, which will be published (with the Customer's business details) in the appropriate BT directories, and will be available on directory enquiries services, unless the Customer informs the Supplier in writing that it does not require this;

4.7 where possible (and in particular not when the Customer operates a hosted telephone system) access to the emergency services and provision of caller location information; and

4.8 any other hosted phone system related services that the supplier agrees in writing to provide to the Customer under these Hosted Phone System Conditions.

5 Emergency Calls

5.1 The Hosted Phone System Services may be a voice over internet protocol (VoIP) or analogue service.

5.2 The Customer acknowledges that where the Hosted Phone System Services are VoIP based:

5.2.1 They are dependent on a valid connection to the data network and telephony network;

5.2.2 the Hosted Phone System Services allow calls to the emergency numbers 999 and 112 and that calls to these services may fail if there is a power cut at the Customer's premises or if the broadband or telephony connection fails; and

5.2.3 a failure in the Hosted Phone System Services may occur as a result of a failure in the data network, telephony network, power supply or other third party failure, may be caused by reasons outside of the Supplier's control and in respect of which the Supplier accepts no liability.

5.3 As part of the Hosted Phone System Services, the Supplier may be requested to provide a landline. In the event that, for any reason the Customer does not require the Supplier to provide a Landline and the supplier agrees to price the Hosted Phone System Services on that basis, the Supplier strongly recommends that the Customer maintains a landline for emergency purposes.

5.4 Any information about the location of a call provided to the emergency services is limited to the location details associated to the Customer's primary landline, but depending on the circumstances this may not be where the call was originated. The Customer understands and acknowledges that the address provided by it, or

the location details associated with the Customer's primary business landline's billing address, is the location that the emergency services will use and that it is the Customer's responsibility to notify the Supplier of any changes to this information. In the event that the users of the Hosted Phone System Services have the option to work from different permanent locations, the Supplier strongly recommends that the Customer registers and updates the location information of these users with the Supplier whenever accessing the Hosted Phone System Services from a new location or different locations, so that up-to-date information can be used for emergency location information.

5.5 By ordering the Hosted Phone System Services, the Customer confirms that it shall be its sole responsibility to make available to its users of the Hosted Phone System Services, alternative means of accessing emergency calls services, and to inform or otherwise make aware users of the Hosted Phone System Services of the possible limitations of this service set out above.

5.6 Need to change Hosted Phone System Services to Phone System and it can be a VoIP Service or an analogue line service.

6 Ordering the Hosted Phone System Services

6.1 Once you apply for the Hosted Phone System Services as described above, the Supplier is authorised to communicate on the Customer's behalf with any relevant providers(s) of similar or related services (e.g. landline, broadband, etc.) to the Customer and to supply to such provider, for the purposes of and to the extent necessary for arranging performance of the Hosted Phone System Services, any information which the Customer may have provided to the Supplier in connection with the Hosted Phone System Services. The customer also hereby authorises its previous telephone or broadband provider(s) and/or network providers to disclose relevant information to the Supplier for the purposes of enabling it to provide the Hosted Phone System Services.

6.2 There may be consequences from the transfer of the Hosted Phone Services arising from an existing contract, such as termination charges, and it is the Customer's responsibility to check the terms and conditions of any existing contracts relevant to the transfer of services to the Supplier. The supplier shall not be liable for any costs or charges which the Customer incurs as a result of termination any services with another provider.

7 The Supplier's Obligations

7.1 Subject to the Customer's compliance with your obligations under this Agreement, the Supplier agrees to provide the Hosted Phone System Services in accordance with the terms of this Contract and, where applicable, to arrange for the delivery of any necessary Equipment.

7.2 The supplier shall use the reasonable skill and care of a competent communications service provider in providing the Hosted Phone System Services. However the Customer acknowledges and accepts that:

7.2.1 Whilst the Supplier will use its reasonable endeavours to begin providing the Hosted Phone System Services by any date provisionally agreed with the Customer, the Supplier has no liability for any failure to meet any date.

7.2.2 The Supplier can only provide Hosted Phone System Services, in areas of the United Kingdom in which it is technically able to offer telephony and broadband services from time to time.

7.2.3 The Customer acknowledges that the Supplier is dependent upon certain third parties to install and provide the Hosted Phone System Services. The Customer also acknowledges that there may be physical and/or technical limits that prevent the Supplier from delivering the Hosted Phone System Services. The Supplier will use its reasonable endeavours to provide the Hosted Phone System

Services. However, the quality of the service delivered is dependent on the quality of the broadband service at the Customer's location and at the customer's exchange and this could vary due to congestion within the network, the ability of the Customer's landline to carry data services and the distance from the exchange. Furthermore, the quality of the service may be reduced at times. 7.2.4 It is technically impracticable to provide the Hosted Phone System Services entirely free of faults.

Likewise, The Customer cannot control the quality of transmission via the internet, and may not be able to prevent interference of our Hosted Phone System Services with other existing telecommunications services receive by the Customer, the functioning of computers or software installed in the customer's computer, or other electronic equipment.

7.2.5 The Supplier cannot guarantee that any data generated, stored, transmitted or used via or in connection with the Hosted Phone System Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

7.2.6 The Supplier does not provide a back-up of the Customer's data or guarantee the integrity of the Customer's data. 7.3 The Supplier will provide remote technical support during the Warranty Period will be made available in respect of Goods purchased directly from the Supplier and after the Warranty Period, technical support will be available at the Supplier's then current standard Maintenance Charges from time to time.

8 The Customer's Obligations

8.1 The Hosted Phone System Services are provided solely for your use and you must not resell or attempt to resell the Hosted Phone System Services (or any part of it) to any third party.

8.2 The Hosted Phone System Services usually include a broadband connection provided by the Supplier. In the event that the Customer decides:

8.2.1 To use an alternative broadband connection to transport the delivery of the Hosted Phone System calls, the supplier shall not be responsible for the connectivity of the Customer alternative broadband connection with the Hosted Phone System Services and therefore the Supplier cannot (and will not) guarantee calls over that broadband connection.

8.2.2 To also use the Customer's broadband connection for downloading data simultaneously, this can seriously affect the quality of the VoIP call and the Supplier cannot (and will not) guarantee calls and/or connectivity. Therefore, the Supplier recommends that the broadband connected to the Hosted Phone System Services is used solely for voice and not simultaneously with data downloading.

8.3 The Customer must promptly supply the Supplier with all information and materials reasonably required by the Supplier to provide the Hosted Phone System Services.

8.4 the Customer undertakes to use the Equipment and the Hosted Phone System Services in accordance with the terms of this Agreement and with our reasonable instructions and in accordance with the law. The Supplier may from time to time vary the technical and/or operational procedures for the use of the Hosted Phone System Services.

8.5 In order to use the Hosted Phone System Services, the Customer will need our Equipment or Customer's own equipment approved by the Supplier in advance. The Customer must also ensure that compatible cables and extension leads are used with the Hosted Phone System Services.

8.6 The Customer must not connect any equipment such as PCs, Laptops, IP CCTV and any other non Hosted Phone System related equipment to a dedicated Hosted Phone System broadband circuit unless previously authorised in writing by the Supplier. In any event, the Supplier cannot (and will not) guarantee calls and/or connectivity even if the Supplier allows the connection of such equipment to our dedicated Hosted Phone System broadband

circuit.

8.7 The customer shall not configure any VoIP/IP voice services from other providers to an IP telephone handset that is configured to be used with the Hosted Phone System Services, unless prior written consent from the Supplier has been given.

8.8 The Customer is entirely responsible for evaluating any goods or Hosted Phone System Services offered by third parties via the broadband services or on the Internet.

8.9 The supplier has no control over the data that the Customer uploads through the Hosted Phone System Services. The Customer shall not upload any copyrighted material through the Hosted Phone System Services unless is is the copyright owner or it has previously obtained unequivocal express consent from the copyright owner(s).

8.10 The Customer must not use the Hosted Phone System Services, including any associated security and software:

8.10.1 in a way that breaches any legislation or any licence applicable to the Customer or that is in any way unlawful or fraudulent;

8.10.2 to send or receive a communication which is offensive, abusive, indecent, obscene or menacing;

8.10.3 to cause annoyance, inconvenience or needless anxiety to anyone;

8.10.4 in a way that does not comply with our specific instructions; 8.10.5 to violate or infringe the rights of any person including any intellectual property rights; or

8.10.6 in breach of the Agreement or the Law.

8.10.7 The Hosted Phone System Services may allow customers that have multiple DDI phone numbers to display a main number on outbound calls or to use presentation numbers identifying a caller's extension number behind a DDI switchboard. Notwithstanding the above, the Customer shall not use this capability to display any other numbers in its outbound calls unless the Customer is previously authorised in writing by the Supplier. In that case, the Customer agrees and undertakes that only authentic calling party numbers will be generated. In any event, the Customer shall not display at any time numbers allocated to third parties (unless you have obtained the third party's express consent in writing) or emergency service numbers. Furthermore, this number must not be a number that connects to a Premium Rate Service (prefixed 09) or to a revenue sharing number that generates excessive or unexpected call charges.

8.11 The Customer will fully indemnify the Supplier against all losses, damages, amounts paid by way of settlement, costs and expenses (including legal fees) of whatsoever nature suffered or incurred by the Supplier arising out of or in connection with any actual or potential claims or legal proceedings against the Supplier by a third party because of the Customer's use of the Hosted Phone System Services in breach of the provisions of this Contract.

8.12 For technical reasons, prior to the Supplier commencing the provision of the Hosted Phone System Services the Customer must cancel any other VoIP service supplied by another company over the broadband service on the Customer's telephone Landline that the Customer wishes to use to receive the Hosted Phone System Services. The customer acknowledges that the Hosted Phone System Services are provided under the Supplier's fair Usage Policy ("Fair Usage Policy" or "FUP") which is available at www.link-solutions.co.uk

9 Charges

9.1 The Supplier will charge the Customer for use of the Hosted Phone System Services at the rates specified in the Contract or otherwise specified in our Tariff Sheet available at www.link-solutions.co.uk. All charges are exclusive of any VAT or any other applicable tax

9.2 The Supplier will also be entitled to charge on

the following basis:

9.2.1 A charge of £70 + VAT to reinstate the Hosted Phone System Services when they have been ceased due to the Customer's non-payment of the Charges (including any installation or maintenance charges) or due to the Customer's breach of any terms of the Contract.

9.2.2 If the Customer changes address, and wishes to transfer the Hosted Phone System Services to a new address, a moving fee of £10 + VAT.

9.2.3 Monthly invoices are to be paid by direct debit. The Customer will be charged £5 + VAT administration fee for any monthly payments tendered by other means. Any unpaid invoice will incur a £7 Administration charge that will be included on the next monthly bill.

9.2.4 the Customer will be charged for the Hosted Phone System Services the Charges included in the Contract and in our Tariff Sheet as applicable.

9.2.5 Where applicable, the Supplier will charge the Customer a fixed monthly subscription fee per Seat in advance as set out below. The fixed monthly subscription fee per Seat may include an amount to repay the cost of the Equipment depending on the payment scheme you have chosen.

9.2.6 Calls not included in per Seat inclusive minutes' packages will be charged (and inclusive allowances deducted) in one second increments (with any part seconds rounded up to the nearest second), individual call Charges may be rounded dependent upon the call tariff or package chosen by the Customer and the total call Charges rounded up to the nearest whole penny. In addition, and notwithstanding the preceding sentence, there may be a per call connection Charge and the details of these call connection call Charges will be specified in the Contract or in the Tariff Sheet.

9.2.7 The Supplier's Fair Usage Policy applies to all call tariffs or packages and the Supplier reserves the right to disconnect or to switch the Customer to a more appropriate tariff at any time in the event of excessive call volumes being made.

9.3 Charges for the Hosted Phone System Services, Installation and any Maintenance Charges will be incorporated into the invoice supplied by the Supplier. The Supplier will send the invoice to the address on the Customer's registration details.

9.4 If a broadband provider or underlying carrier of the Supplier increases the costs payable by the Supplier in respect of any element of the Hosted Phone System Services, then the Supplier shall be entitled to increase the Charges payable in respect of such element on a pro rata basis. The Supplier shall provide the Customer with as much notice of any increase of the Charges as is reasonably practicable in all the circumstances, having regard to (among other things) the amount of notice provided to the Supplier by the relevant third party provider in relation to the increase of the costs payable by the Supplier.

9.5 The Supplier may also increase the Charges by giving the Customer 30 days' written notice. Without limitation, such notice may be contained in the billing information provided to the Customer. Within 30 days of such notification the Customer may give notice to the Supplier to terminate this Contract. If the Customer does not terminate in such period the Customer will be deemed to have accepted the increased Charges. The Supplier may decrease Charges at any time without notice and the Customer shall have no right to terminate the Contract.

9.6 The Customer's liability for Charges starts from the Commencement Date whether or not use is made of the Hosted Phone System Services. The Customer is liable for the Charges even where the Hosted Phone System Services are used or calls made by third parties either with or without the customer's knowledge or consent.

9.7 If the Customer wishes to end the Contract before the end of the Minimum Period or the

Supplier terminates the Contract as a result of a breach of this Contract by the Customer, the Customer will be charged a Cancellation Fee. Where applicable, Cancellation Fees for the landline and for the broadband provided by the Supplier together with the Hosted Phone System Services will be charged as per the amounts specified in our Tariff Sheet or in our specific terms and conditions applicable to the landline and broadband.