

SERVICE SPECIFIC TERMS AND CONDITIONS FOR LINE RENTAL, CPS & BROADBAND SERVICES

1. Definitions

- 1.1 "Authorised Email Address" means the following address from which You may place an order: info@tree-net.co.uk
- 1.2 "BT Openreach" means the BT group business which together run and manage the Telecommunications Network;
- 1.3 "Charges" mean the Service Set-up Fees, Installation Fees, Usage Fees, Excess Construction Charges and all other charges applicable to the Service;
- 1.4 "Connection of Service" means the installation and connection of a new Service or the transfer of an existing Service to The Service Provider;
- 1.5 "CPS" means the Carrier Pre Selection (CPS) service enabling You to route outgoing call traffic via The Service Provider's chosen telecommunication network;
- 1.6 "Directory Enquiry Service" means a provision linked to the Service used by others to discover the Service details;
- 1.7 "Excess Construction Charges" means any Charge which the Service Provider may apply for resources (including equipment) required to provide a Service, or any aspect of a Service to a Site that exceeds the level of resources reasonably required to provide the applicable Service to a Site in the manner in which the Service Provider would normally provide such Service.
- 1.8 "Line" means a connection to the BT Network;
- 1.9 "Service(s)" means the Line Rental, CPS and Broadband Services as described in the relevant Order Form.

2. Service Provision

- 2.1 Excess Construction Charges shall be raised to You if the Network Operator conducts a survey ("Survey") and establishes that there are excess costs involved in the provision or rearrangement of equipment, wiring, network or Service (including work on PSTN and private networks) in order to supply the Service to the Site. The Service Provider will inform You of any Excess Construction Charges after receiving notice of the same from the Network Operator and give it the option to agree to the Excess Construction Charges whereupon the order will continue. You shall be liable for the Excess Construction Charges provided agree them before such Charges are incurred. Should You not agree to the Excess Construction Charges You may terminate the Agreement without incurring any cancellation fee.

3. Maintenance and Faults in addition to the Standard Terms & Conditions

- 3.1 Where any fault or impairment is not caused by The Service Provider or its Suppliers, The Service Provider may levy a reasonable charge for restoring the Service(s).
- 3.2 Where The Service Provider spends time investigating a fault reported by You and conclude that there has been no Service Failure on The Service Provider's part The Service Provider reserve the right to charge You for all reasonable costs and expenses incurred in investigating the report and You agree to pay such charges.

4. Equipment

- 4.1 Any Equipment provided by the Service Provider in conjunction with BT Openreach shall remain the property of BT Openreach. If the Service Provider and/or BT Openreach needs to install any Equipment at a Site to enable the Service Provider to provide the Service prior to installation, You will:
 - a) prepare the site in accordance with the reasonable instructions of the Service Provider and/or BT Openreach;
 - b) make available a suitable place and conditions for the use of the Equipment in connection with the Service at the Site;
 - c) provide at no charge to the Service Provider or BT Openreach sufficient electricity to power the Equipment in order to facilitate provision of the Service; and
 - d) restore the condition of the Site including any re-decoration that may be required following completion of the installation of the Equipment.
- 4.2 You will be liable for any loss or damage to the Equipment, except where such loss or damage is due to fair wear and tear or is caused by the Service Provider.
- 4.3 On giving You reasonable notice of its intention to do so, You authorise the Service Provider and/or BT Openreach to enter a Site to enable them to inspect, install, connect, test, replace or remove any Equipment thereon and You shall grant or obtain for the Service Provider all rights of access, entry, permits, licences consents or approvals as may be required for such purposes.
- 4.4 You must obtain any necessary permission or licence from any third party before the installation of the on site equipment.
- 4.5 You will inform the Service Provider of any proposed programming on Your own equipment which may prevent outgoing call traffic routing via the CPS Service and arrange for Your switchboard to be de-programmed in accordance with the Service Provider's instructions to enable the Service Provider to provide the CPS Service. On instruction from You, the Service Provider may be able to arrange the de-programming on Your behalf for which it shall be entitled to make an additional Charge. The Service Provider will not be liable for any outgoing call traffic which is not routed via the Service Provider's CPS Service.
- 4.6 Should You use Your own Equipment in connection with the Service as opposed to Equipment provided by the Service Provider, You accept and understand that any Service Levels shall become void and invalid and the Service Provider shall have no liability to You for any fault or failure of the Service whatsoever.

5. Charges and Payment in addition to the Standard Terms & Conditions

- 5.1 You shall pay to the Service Provider the charges at the tariff and pricing for the Service(s) set out in the Order Form under Schedule 1. All international call usage charges will be set at the Service Provider's Standard International Tariff unless otherwise stated in the Agreement.
 - 5.2 Charging will begin on the date on the Service Commencement Date. Charges will be based on the Service Provider's records obtained from the Network Operator. Unless otherwise stated calls are subject to a call set up fee of 2.25pence for local & national calls, 3.5pence for calls to O2 mobiles, 3.6pence for calls to vodafone mobiles, 4.1pence for calls to orange mobiles, 4 pence for calls to T-Mobile and 6pence for calls to 3 mobiles.
 - 5.3 Calls are billed per second.
 - 5.4 You agree that the Service Provider may invoice You for any call made or charge incurred under this Agreement at any time up to 18 months following the date on which the call was made or the charge incurred.
 - 5.5 Any fraud or other improper use of the Service(s) committed by any third party shall not relieve You of Your payment obligations to the Service Provider under this agreement.
 - 5.6 If the Service has a Directory Enquiry Service linked to it when ported to the Service Provider or when the Service commences, You shall be liable for all Charges applicable to such Directory Enquiry Service, the Service Provider may invoice you for such at any time and shall have the right to Charge You for the Directory Enquire Service should You terminate the Service.
 - 5.7 Where a cease and re-provide order for ADSL Services is requested You will be charged a non-recurring fee of £150.00.
 - 5.8 Where a cease order for ADSL Services is requested You will be charged a non-recurring fee of £50.00, for the avoidance of doubt, this fee will be charged if the cease order is placed during the Agreement Minimum Period (or subsequent Renewal Term) or at any point thereafter.
- ### 6. Your obligations of relating to the provision of Services
- 6.1 You shall:
 - a) ensure that all Equipment connected to the Service(s) by, or on behalf of You is technically compatible with the relevant Service(s) and that both the Site and Equipment comply with all relevant regulatory conditions (including any applicable legislation);
 - b) ensure that the details provided to the Service Provider to enable it to provide the Services are complete and accurate and that the BT lines and CPS traffic to be transferred are not subject to any contract, agreement or other obligation with or to any other supplier;
 - c) ensure that all equipment connected to the Services complies and is used in accordance with good industry practice and procedures (including but without limitation, security and safety procedures) and that You possess all consents, approvals, permits and licences as are necessary for You to be lawfully connected to the Services;
 - d) not alter, tamper, reverse engineer, repair or attempt to repair the Services or cause, allow, or permit any third party to do the same;
 - e) be solely responsible for selecting, supplying and maintaining Your own facilities and equipment and the purpose(s) for which You acquire and use the Services; and
 - f) be solely responsible for the content and security of all data and information which You send or receive using the Services and You warrant to the Service Provider that neither You nor any of Your officers, employees, contractors and agents will use the Services for any purpose that may be unlawful, illegal, fraudulent or defamatory or for the purpose of transmitting any material which is offensive or abusive or is obscene or menacing in character or nature, or which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality) or effect or to make offensive, indecent, menacing, nuisance or hoax calls.
 - 6.2 You acknowledge and agree that:
 - a) an application made by You for the Line Rental Service from the Service Provider shall also include the Service Provider's CPS Service whereupon You shall not use any other service provider to make outbound calls and if the Service Provider believes You are using another provider for such calls in breach of Your obligations hereunder, the Service Provider shall be entitled to suspend the Service and terminate this Agreement forthwith. In such case, You agree to pay the Service Provider for the remainder of the Term;
 - b) planned outages may occasionally be necessary to complete essential maintenance or network upgrades and the Service Provider shall endeavour to keep such events to a minimum and to schedule them in order to minimise disruption;
 - c) You will be liable for all call traffic which is not subject to the Service Provider's CPS Service, such calls to be charged at the full BT retail price;
 - d) a migration of broadband services between networks will result in the loss of the designated IP address for You and it is Your sole responsibility to ensure that any work to be undertaken on Your network to account for a new IP address, is undertaken prior to the commencement of migration of the broadband service;



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- e) any upgrade or downgrade authorised by You to the Service or any amendment to an existing broadband service may also involve a migration between networks and a loss of IP address;

7. Ordering Via E-mail

- 7.1 The parties acknowledge and agree that orders may be placed by email. All orders submitted by email pursuant to these Service Specific Terms and Conditions for Line Rental, CPS and Broadband Services must be made using the standard email order template as appended these Service Specific Terms and Conditions for Line Rental, CPS and Broadband Services and will be subject to these Service Specific Terms and Conditions for Line

Rental, CPS and Broadband Services and any additional terms details set out within the email order template.

- 7.2 Email orders may only be accepted by the Service Provider where they are received from an Authorised Email Address.

- 7.3 No other terms shall apply, notwithstanding any variation of or additional terms of Yours appended to the email order template. All orders submitted by email will be deemed accepted when the Service Provider confirms receipt in the form of the email acceptance appended to these Service Specific Terms and Conditions for Line Rental, CPS and Broadband Services.

8. Acceptable Use Policy

- 8.1 The Acceptable Use policy contains rules that govern Your use of The Service Provider's Broadband Services and forms part of the Agreement Terms and Conditions and of which you agree to. The latest version of this Policy can be found on The Service Provider's website: www.tree-net.co.uk

Appendix 1

Each email order submitted in accordance with Clause 7 by You shall contain the following information:

To: info@tree-net.co.uk

Subject Line: Order for Products supplied by TreeNet Ltd

Customer:

Date of Order:

Description and quantity of each model/type of Product:

Delivery Location:

Special Instructions:

This order is governed by the terms of the agreement dated _____ between TreeNet Ltd and _____.
No other terms shall apply, notwithstanding any terms You appended to this Order Form.

TreeNet Ltd, a company registered in England and Wales with registration number 11494596 whose registered office is at Kemp House, 160 City Road, London, EC1V 2NX.

By signing below You confirm that You have read the TreeNet Standard Terms and Conditions and agree to be bound by them, together with the Service Specific Terms and Conditions for Line Rental, CPS & Broadband Services set out in, or deemed to form part of this Agreement and the Charges detailed within this Order Form.

SIGNATURES

Customer Signature:	
Printed Name:	
Position:	
Company:	
Date:	