NETWORK LINE RENTAL AGREEMENT

1 INTERPRETATION
1. In these Conditions, the following definitions apply;
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2. In these Conditions and the following the following the following definitions and the second conditions and the second conditions are conditions and the second conditions and the Line Rental Agreement or such other date as agreed between the Supplier and the Customer, Contract the contract between the Supplier and the Customer for the supply of line rental services in accordance with these Conditions and the Line Rental Agreement for whom the Supplier and suggested to provide the Service;
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9 in the Service in the Commencement uses the class speciates in the cult in terms and experience in a source control through the development of the counter through of the retail services in accordance with these Conditions and the Line Contract through the between the Supplier and the Customer for the supplier has agreed to provide the Service. Customer the person or company class in the part of 15 in entertient in the customer use of pains to use with the Service, intellectual Property Rights all patients, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwalf or to see for pessage off, right in designs, rights in computer software, classisses, respectively. The service marks, trade, business and domain names, rights in goodwalf or the service pessage off, right in designs, rights in computer software, classisses of the service marks, trade, business and domain names, rights in goodwalf or the service pessage off, right in designs, rights in computer software, classisses, the contract of the service marks, trade, business and domain names, rights in goodwalf or the service pessage off, rights, and all similar or equivalent rights or forms of protection in any part of the work.

Line Rental Agreement the Network Services Line Rental Agreement entered rinc by the Customers.

Premises the place at which the Supplier agrees to provide the Service.

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Quotation the quotation submitted to the Customer's previous line rental provider at any mise before or after the Commencement Dist Service (s). Service (s) to make or receive a Call (or both) and any related services (s) tested in the Line Rental Agreement (but excluding telephones or any other equipment) and which may include a broadband access line that will provide internet connectivity as further outlined in the Line Rental Agreement (but the Customer or the Service) and the Service (s).

other equipment) and which may include a broadband access line that will provide interies coefficiently security and Agreement. Service Failure the continuous total loss of the facility to make or receive a Call or of any related Service provided to the Customer under the

Conditions:

Supplier Nix Networks Limited, trading as Nix Networks Limited, a Limited Company incorporated and registered in England and Wales with company number 12048243 whose registered office is at Winchester Hill Business Park, Winchester Hill, Romsey, Hampshire, S051 7UT.

Toll Fraud any interference or access to the Customer's PABX phone system or the Customer's telephone lines and/or the making of calls by any third party utilising the Customer's telephone lines whether fraudulent or otherwise. For the avoidance of doubt, fraudulent activity includes but is not initiated to. () calls made from the Customer's authentication details; and (iii) calls made from the Customer's authentication details; and (iii) calls made from an authenticated IP address.

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made from an authenticated IP address.

References to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time.

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Resists of Contract shall come with full force and effect from the date the Line Rental Agreement is signed by the authorised representatives of the Customer and received by the Supplier and subject to condition 22 below, shall continue, unless terminated earlier in accordance with the provisions of these Conditions until the end of the Minimum Term. The term of the Contract shall automatically extend for 36 months (Extended Term, at the end of the Minimum Term and the end of each accordance with the provisions of these forces the provision of the second of the Customer and the end of each accordance with the provision of these forces and at the end of each accordance with the provision of these forces and at the end of each accordance with the provision of these forces are accordance with the provision of these forces and at the end of each and the end of each accordance with the provision of these forces are accordance with the provision of these forces are accordance with the provision of the end of the Minimum Term or the relevant Extended Term, to terminate this Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

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trade, custom, practice or course or eleming.

Any quotation ignet by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

SUPPLY OF THE SERVICE

The Supplier shall supply the Suprice is the Customer from the Commencement Date. The Supplier may at its discretion wait until a survey of the The Supplier shall supply the Suprice is offered agreeing the Commencement Date. The Supplier representation of the Customer or otherwise interrupt the Service for personal representations. The Vill restore the Interrupt Service for supplier is a supplier of the Service is a quickly as possible. Should this cour all charges thereunder remain payable. The Customer accepts that BT may from time to time provise instructions regarding the Service and agrees to follow any such instructions.

The Supplier reserves the right to make any changes to the Services with an encessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

The supplier reserves the right to make some continuation of the Services with any acceptance of the Service with an exploration of the Service with any appropriate BT Phone Books, together with the Customer's details, and made available from BT's Directloy Exputing Service unless the Customer requests otherwise.

BT may agree to a special entry in the BT Phone Books at an additional charge.

All telephone numbers remain the property of the Supplier and the Customer has no right to sell or to agree to transfer any such telephone numbers.

CUSTOMER OBLIGATIONS 3.3

All telephone numbers remain the property of the Supplier and the Customer has no right to sell or to agree to transfer any such telephone numbers.

CUSTOMER DELICATIONS

The Customer agrees and undertakes.

3 to co-operate with the Supplier in all matters relating to the Service and provide the Supplier with assistance from the Customer's employees where a to co-operate with the Supplier in all matters relating to the Service and provide the Supplier of BT, and to provide BT with reasonable access to the Premises; to the operation of the Supplier of BT, and to provide BT with reasonable access to the Premises; to the provide at the sorn cost and expenses a suitable location and parpopriate conditions for BT Equipment including, where necessary, a continuous mains electricity supply and cornection points;

of the supplier of the Service or premit the Service to be used for the transmission of any material which is intended to be defamatory, offensive, abusive or menaing in character;

b) not to use the Service or permit the Service to be used for the transmission of any material which is intended to be defamatory, offensive, abusive or menaing in character;

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b) not to use the Service or permit the information as it may require the service to be used on any way which would constitute a violation or an infringement of the rights of any other Delivers of the service of the service of the service to be used to time;

b) to supply the Supplier with all use in information as it may required from time to time;

b) the following completion of any work carried out by BT, the Customer is responsible for returning all tems back to their original position and for any redecend

I) Obtain and maintain all necessary licences, premissions, consents, registrations and approvals which may be required before the Commencement correspict with the Supplier and DTF reasonable safety and security requirements:

n) to procure that the Service is not used fraudulently or in connection with a criminal office or to make offence, indecent, menacing, nuisance or hox calls and in this respect the Customer shall, without limitation, (i) secure implementation and management of their systems including any hardware not provided by the Supplier such as Frewalts or PBX; (ii) maintain security and continentally of authentication details for online service portals and provided by the Supplier such as Frewalts or PBX; (ii) maintain security and continentally of authentication details for online services portals and ordered to the provided of the supplier such as the services of the supplier and therefore the Supplier and therefore the Supplier and supplier and the supplier and therefore the supplier and the supplier and the supplier and the sup

does not belong to the Customer (or example a supplied completely and in full against all costs and losses (including uses of management, changes, clarins, charges, charges,

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The electric shall pay each invoice submitted by the Supplier by direct debit by the due date detailed on the invoice. Time for payment shall be of All amounts possible by the Customer under the Contract.

All amounts possible by the Customer under the Contract are available of amounts in amount of the Contract.

In a utsomer state pay action invoice automated by the Supplier for yeard send by the outsomer when the Contract and All amounts payable by the Customer when the Contract are exclusive of amounts in respect of valued added tax changeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Service and the same time as payment is due for the supply of the Service. When the supply of the Service is the same time as payment is due for the supply of the Service. The Customer fails to nake any payment due to the Supplier under the Contract by the due through the Customer fails to nake any payment due to the Supplier under the Contract by the due to the Contract by the due to the Contract by the due to the Supplier under the Contract by the due to the Supplier under the Contract by the due to the Supplier under the Contract by the due to the Supplier under the Contract by the due to the Supplier under the Supplier under the Contract by the due to the supplier under the Contract by the due to the supplier under the same of the great parameter and the supplier under the supplier u

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after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

they mainter after an incolonal, and regularly assessing and evaluation for the recoverings of the scornical and originisational measures acopted by it, by a soft as a possible and taking indice account the nature of the processing, to assist the Customer in the fulfilment of the Customer's obligations to respond to any request from a Data Subject relating to Customer Personal Data and obligation storage and the customer and the processing of the Personal Data and obligation storage and the processing of the processing they do

All Customer information required for the provision and delivery of the Service. NIX Communications Group Limited Easy Net, PlusNet, Timico, Nine, Daisy, Gamma, TalkTalk, BT, Voiceflex & Voicehost. The Sage Group plc & Union Street Secure storage of Customer bank details for invoicing and payment.

The Supplier confirms that it has entered or (as the case may be) will enter into with each third-party processor a written agreement incorporating terms which are substantially similar to those set out in this clause 8. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.

This clause sets out the nature and purpose of processing by the Supplier, the duration of the processing by the Supplier, the types of Personal Data and the categories of Data Subject.

3.1. Purpose of processing: For the purpose of the supply by the Supplier of the Service to the Customer in accordance with the Contract.

3.7. A Value of processing: Use of detail no rode to contact and issee with the Customer and for the supply of the Service.

3.7.4 Types of Personal Data: Tuli names, email addresses, emails and contact telephone numbers of the Customer and/or employees of the Customer.

Customer. 3.7.5 Categories of Data Subject: Data in relation to the Customer and/or employees of the Customer. 3.7.5 Categories of Data Subject: Data in relation to the Customer and/or employees of the Customer. The Supplier records and monitors all calls received and made by it and will be the Data Controller in respect of any Personal Data collected as a result. Please see the Supplier's privacy notice at thisp: University intercent and a control of the Customer and the Customer and Custo

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The Supplier records and monitors all calls received and made by it and will be the use unsured in respect or any research please see the Supplier's privacy notice at https://www.incommunications.co.ui/privacy/policy/for detailed not how the Supplier will use Personal Data collected from such cells. Most SUPPLIED will be contained by the supplier of the supplier of the supplier may be minimate the Centract by giving 14 days written notice to the Customer if.

Will not imming its other rights or remedies, the Supplier may berninate the Centract by giving 14 days written notice to the Customer if.

Will not imming its other rights or remedies, the Supplier may berninate the Centract by giving 14 days written notice to the Customer if the meaning of section 123 of the Insolvency Act 1986 or (ping an individual) is deemed unable to pay its debts with the meaning of section 123 of the Insolvency Act 1986 or (ping an individual) is deemed defined to any of the foregoing apply;

b) a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;

c) the Customer is the subject of a brindrytopy petition or orders processes and order is made, for or in connection with the winding up of the Customer;

d) a creditor or encumbrance of the Customer attaches or takes posterior of a rotice of intention to appoint an order is made, for or disconnection or other such process is levied
e) an order is made for the apportment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer.

g) a receiver is appointed over the assets of the Customer;

g) a receiver is appointed over the assets of the Customer;

h) the Customer commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of being notified a writing of the breach.

the Customer commits a material breach of the Contract and (if such breach is remeables) tale to remedy that breach within 14 days of being titled in withing of the breach.

The contract of the breach of the breach of the contract for convenience without liability at any time by giving 30 days written notice to the Customer; the Supplier may terminate the Contract or any other contract between the Customer and the opplier if the Customer becomes subject to any of the events listed in condition 8.1 or the Supplier reasonably believes that the Customer is about to come subject to any of them.

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The Supplier may at its compised discretion elect to reconnect a Service which has been terminated. In such case a reconnection charge of £120 per analogue line and £250 per pair of £500 lines will be payable by the Customer.

\*\*TERMINATION BY THE CUSTOMER PRIOR TO EXPIRY OF MINIMAL TERM AND TERMINATION FEE

\*\*Newhelsharing condition 2.1 and 2.2. the Customer may terminate the Contact upon 16 days written notice to the Supplier prior to the expiry of the Newhelsharing condition 2.1 and 2.2. the Customer may terminate the central to the remaining fernial Charges that would fail due from the date of termination until the expiry of the Minimum Term.

In the event the Contract is terminated prior to the expiry of the Minimum Term due to any act or omission of the Customer, the Customer shall on demand, in addition to its payment obligations under clause 10.1, reimburse to the Supplier the Previously Paid Termination Charges.

\*\*CONSECUMENTS OF TERMINATION OF TERMINATION.

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CONSCUENCES OF TERMINATION
On termination of the Contract for any reason.
a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for within on wince has been solutioned, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
b) the accrued rights, remedies, obligations and labilities of the parties as at expry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which restrict and to refer the deplet of termination or expry; and in the event the Supplier termination that not contract which restrict in accordance with the provisions of condition 101.
d) any charges arising from the cancellation of any service in part or whole will be payable by the customer in addition to any due early termination of the cancellation and the cancellation of any service in part or whole will be payable by the customer in addition to any due early termination of the cancellation of any service in part or whole will be payable by the customer in addition to any due early termination of the cancellation of any service in part or whole will be payable by the customer in addition to any due early termination of the cancellation of any service in part or whole will be payable by the customer in addition to any due early termination of the cancellation of any service in part or whole will be payable by the customer in addition to any due early termination of the cancellation of any service in part or whole will be payable by the customer in addition to any due early termination of the cancellation of the payable by the customer in addition to any due early termination of the cancellation and the cancellation are cancellation and the cancellation and the cancellation are cancellation and the cancellation are cancellation and the cancellation are c

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of say, charges arising from the cancellation of any service in part or whole will be payage by the customer in adolton to any oue early termination. 
LIMITS OF LIABILITY
Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudidient misrepresentation; or breach of the terms implied by section 2 of the Supply of goods and Services Act 1982 (title and quiet possession).

John Supplier shall use from concurrent among the consequential loss arising under or in connection with the Contract, the other of the Supplier shall use standards or an owner of the Supplier shall use standards or contract, the contract of the Supplier shall use standards of the Supplier shall use the Three Supplier shall use the Supplier shall use standards of the Supplier shall use the Supplier in Management of the Supplier in Supplier in Management (Supplier in Supplier in Sup

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The Supplier does not warrant or guarantee that the Service will be free of faults or interruptions.

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The Customer shall promptly report all Service Failures to the Supplier. Without prejudice to condition 13.1, the Supplier shall:
a) use reasonable endeavours to repair or procure that BT repair a Service Failure by midnight on the first weekday (not including public and be holdings) after the Gythe Service Failure is reported to the Supplier.

The Supplier's addigation under condition 13.2 does not apply in circumstances where:
a) the Service Failure is caused by any party other than 17:

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The Supplier's obligation under condition 13.2 does not apply in circumstances where:
a) the Senvice Falture is caused by any party other than BT;
b) BT is rejected access to the Premises by the Customer for;
b) BT is rejected access to the Premises by the Customer for the Customer file in Francis of the Customer is in Francis of the Control.

(In the event it is not possible to repair a Service Failure by the time period referred to in 13.2(a), the Customer may elect to use call diversion (as described in condition 14 below). This service will only be made available to the Customer if it is reasonably practicable to do so, and the Customer acknowledges that technical restrictions may prevent the SupplierBT from providing this service.

The Customer restriction may prevent the SupplierBT from providing this service.
The Customer frame the Customer for the Customer for another service provider, the Supplier will not be liable for that service providers changes or fees.

The Customer may be charged for any maintenance or repair work carried out in the event that the Customer reports a Service Failure and the Supplier first filts into Service Failure system clusters that repairs are required outside of the timefrance referred to in condition 13.2(a) and are agreed to be provided by the Supplier or BT as again the service failure and the Supplier first filts and the Supplier filts and the Supplier filts filts and the Supplier filts filts and the Supplier filts and the Supplier filts filts and the Supplier filts and the Supplier filts filts and the Supplier filts and the Supplier filts filts and the Supplier filts and the Supplier filts filts and the Supplier filts and the S

GENERAL

The Supplier shall not be liable or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform the Service are any of the Supplier's obligations under the Contract if the delay or failure was due to a Force Mejeure Event. A Force Mejeure Event means any sevent beyond the Supplier's reasonable control including (without limitation) flood, fire, war or threat of war, abotage, civil disturbance, governmental action, defauld of supplier of services to the Supplier or any legal and regulatory restrictions. In such circumstances the Supplier will deviation and the Customer with a call diversion service.

Far dry dispute arises in connection with the Contract then the parties will attempt to settle it. If the parties are unable to reach an agreement then the Zustomer may refer the despute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Zustomer may refer the despute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Zustomer may refer the despute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Zustomer may refer the despute to any recognised dispute resolution service. 15 15 1

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Supplier is website (www.nsproap.co.uk).

The Supplier research the right to change any term of the Contract (including the Rental Changes) at any time. This includes the ability to separately charge for services which may be currently included in the Service as free. The Supplier will publish details on line on the Supplier's Website at least 5 weeks before the Anange is to take effect and will give the Customer resounded heroics of any variation before it takes places. Act 1998.

The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of the rights or obligations under the Contract. Who customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of the rights or obligations under the Contract. Who customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of the rights or obligations under the Contract. Who customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of the rights or obligations under the Contract. Who customer may not assign, transfer, charge, the contract served by the Customer must be marked for the attention of the Managing Director of the Supplier and sent by recorded delivery.

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fermination of the Contract served by the Customer must be marked for the attention of the Managing Director of the Supplier and sent or yeco-award delivery.

No delay or failure by the Supplier in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any if any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provision of these Conditions and the remainder of the provision in question shall not be affected.

The Supplier's rights are cumulative and in addition to any rights available at common law.

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The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formulation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. 15 11