

TRANSPARENT TELECOM LIMITED - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS in this contract:

“**Amendment Policy**” means we may update our terms and conditions, through your contract. This will be updated on our website, however, written confirmation is available upon request.

“**Authorisation**” related customers may discuss an account holder's requirements upon authentication from the account holder. We are authorised to provide your service within industry standards.

“**Balance Brought Forward**” is a payment added to following months that is overdue.

“**Calling Tariff**” Bespoke agreement for the price of calls made within the agreement.

“**Cease**” termination of a line or service

“**Charges**” a fee payable from the customer to the supplier.

“**Contract**” an agreement between the customer and the supplier, available free of charge upon request by audio.

“**Contract Length**” the period of time the supplier will provide the customer with a service.

“**Customer Service**” the support of the supplier for Services supplied within the Service Agreement.

“**Digital Switchover**” termination of the analogue network in 2025.

“**Equipment**” our equipment as specified in the Order which we may loan to you for use in respect of the Service.

“**Live Date**” means the start date of the customer's contract.

“**MPF**” an alternative network, in order to future proof with your line and service from digital switch over

“**Network**” the telecommunications network and equipment which we use to provide the Service.

“**Non DD**” when a customer is paying by other means, not paying by direct debit.

“**Notice**” the notification required to terminate or proceed with the Service.

“**Order**” means the application of your Service upon agreement.

“**Our**” Transparent Telecom Limited

“**Out Call Barring (OCB)**” means the customer will be unable to make outbound calls.

“**Point Of No Return**” is the time in which your order cannot be cancelled.

“**Premises**” the location in which the Equipment will be used.

“**Price Promise Guarantee**” means we will ensure the Service is provided at a competitive price, once evidence is provided of an average monthly spend from the previous supplier.

“**Select Services**” Additional Services and features supplied on your line.

“**Service**” is an act of a product with the Order placed.

“**Services**” multiple acts of a product with the Order placed.

“**Service Agreement**” an agreement between the supplier and a third party.

“**Servicing Times**” means the hours of which we provide contact centre support.

“**Service Failure**” means any failure, error or defect in the provision of the Services by us but excluding:

any failure, error or defect arising from, caused by or contributed to by your acts or omissions or those of third parties (including other providers of telecommunications, computers or other equipment or services including internet services), or any failure, error or defect arising as a result of causes beyond our reasonable control.

“**Sogea**” an enhanced alternative network, in order to future proof with your line and service from digital switch over.

“**Spending Cap**” means a limitation on a customer's spend in any given month.

“**Refunds**” is a payment as a conclusion from resolving a complaint.

“**Termination Charge**” a fee payable if termination is prior to the contract expiry.

“**Temporarily Out Of Service (TOS)**” means the customer will be unable to receive inbound or make outbound calls.

“**TPS**” Telephone Preference Service

“**VAT**” Value added tax, all prices quoted will include VAT.

“**Verbal Agreement**” confirmation that the customer adheres to the terms and conditions and Services.

“**VOIP**” a service providing voice over internet.

“**Vulnerable Customer**” A customer that is unable to make a decision on their own merit. Please refer to our Vulnerability Policy on our website.

“**Website**” is www.transparenttelecom.co.uk

“**WLR**” analogue network

“**Written Complaint**” is an email or letter received outlining your issue relating to a Service.

“**Yearly Line Rental Saver**” a promotional service providing the maximum discount on the line rental Service.

2. APPLICATION OF TERMS

2.1 These terms and conditions together with the Order, form the contract between us ("Contract") for the provision of the Services.

3. LIABILITY

3.1 Nothing in this clause 3 shall limit or exclude our liability to you for death or personal injury, or fraud or fraudulent misrepresentation, or breach of any warranty implied by clause 2 of the Supply of Goods and Services Act 1982 or for any other loss or damage which cannot be excluded by law.

3.2 Subject to clause 3.1, we shall have no liability to you for:

3.3 any loss of profits or anticipated profits; loss of anticipated savings; loss of business opportunity or loss of goodwill or wasted management time which you may suffer, whether they arise directly or indirectly or are immediate or consequential and whether they arise in contract, tort (including negligence) or otherwise; or

3.4 any indirect or consequential loss or special damage (even though we were aware of the circumstances in which such special damage could arise); or

3.5 any loss of or damage to your data, however caused.

3.6 any fees from your previous supplier in respect of early termination or reconciliation of their agreement

3.7 Subject to clauses 3.1 and 3.2, our total liability to you, whether in contract, tort (including negligence) or otherwise in connection with this Contract, shall not exceed a sum equal to the total value of the charges and call charges paid or payable by you in respect of the Services during the twelve (12) months prior to which the liability arose.

3.8 We shall not be liable to you in respect of any claim against us which may reasonably be considered likely to give rise to a liability in respect of the Services or otherwise in connection with this Contract unless:

3.9 you comply fully with the procedure set out in clause 4; and in the event the claim cannot be settled in accordance with clause 18, you commence any court proceedings on or before the date which is sixty (60) days after the date on which you became aware or ought reasonably to have known about the circumstances giving rise to the claim.

4. FORCE MAJEURE

4.1 We shall have no liability to you under the Contract if we are prevented from, or delayed in performing, our obligations under the Contract or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control.

5. DURATION OF CONTRACT AND SERVICE RENEWAL

5.1 This Contract shall begin on the Live Date of the Order by both parties, and, unless terminated earlier in accordance with clause 15, shall continue for the Contract Length.

5.2 Ninety (90) days Notice is required to terminate your contract before the end of the Contract Length.

5.3 You may at any time add additional Services to the Contract or request a tariff review, and such additional Services or revised tariff agreed with us will be set out in a new Order. The new Order shall form a new Contract with us subject to these terms and conditions, without the need of a new Verbal Agreement which shall supersede the previous Contract. The new Contract shall begin on the Start Date for the new Services and shall continue in respect of all existing and new Services in accordance with clause

6. SERVICES

6.1 We will commence the Services within a reasonable time after or upon the Live Date and will provide the Services in accordance with the terms of this Contract. Any dates which we give to you are estimates only and time shall not be of the essence with respect to such dates and all Services are governed by the Service Agreement.

6.2 We will provide Customer Services within the Servicing Times stipulated on the Website.

6.3 The Services provided will be governed by the capacity available to the customer. The responsibility of the Services required is to be identified by the customer. Failure to do so can result in lead times of up to sixty (60) days for a service upgrade. Any loss of service may not be compensated.

6.4 Uninterrupted services are governed by the Service Agreement and the supplier cannot take responsibility, this includes delays, delivery failures, or any other loss or damage resulting from the transfer of data over communication networks and facilities.

6.5 We warrant that the Services will be performed to the best of Our ability and with reasonable skill and care.

6.6 If you experience any Service Failure, you shall notify us via Customer Service, and we shall use all reasonable endeavours to restore the Services to you as soon as reasonably practicable.

6.7 We shall not be liable for any failure or defect in the Services caused by any fault or defect in your telecommunications Equipment.

6.8 We cannot confirm Services will remain undisrupted after the Live Date.

6.9 The responsibility lies with the customer to identify the transfer process of products from their previous supplier. However, if loss of service is experienced, we will endeavour to provide an interim solution to ensure disruption is limited.

6.10 The responsibility lies with the customer to identify compatibility of other products provided by anyone other than the supplier.

- 6.11 The Order is placed by the supplier for a like for like transfer, the responsibility lies with the customer to be aware of additional services that were being previously supplied prior to the Live Date, inclusive of Select Services.
- 6.12 We provide paper billing, fraud aware and care level 1 as an opt out service.
- 6.13 We are able to remove any additional services that are not required within the Contract Length.
- 6.14 The Live Date will stipulate the period of which your first bill is generated and calculated, therefore your first bill may be subject to pro-rata billing.
- 6.15 Unsustainable tariffs are entitled to a Price Promise Guarantee.
- 6.16 Services may be transferred on to a future proofed network for example MPF or Sogea.
- 6.17 A Vulnerability Policy will be provided on our website to ensure customers are treated fairly

7. ALLOCATION AND USE OF TELEPHONE NUMBERS

- 7.1 Where we allocate any telephone numbers to you as part of the Service, you acknowledge that you do not acquire any legal, equitable or other rights in relation to numbers.
- 7.2 We may, upon written notice to you, withdraw or change any numbers where we are required to do so. You acknowledge that any such withdrawal or change of any numbers is outside of our reasonable control and that we will not be liable to you for any loss or damage which you may suffer or for any costs or expenses which you may incur for any interruption to you as a result of the same.
- 7.3 You may not sell or transfer or seek to sell or transfer any numbers allocated by us. You may port numbers to us and may also port numbers to other carriers with whom we have porting agreements.

8. YOUR USE OF THE SERVICES

- 8.1 The Services are provided only for the use of the customer.. You must use the Services only in accordance with our Acceptable Use Policy.
- 8.2 You agree that you will not use the Services in a way which would:
- 8.3 breach or cause us to breach any applicable laws or regulations;
- 8.4 Compromise the security of our Network or Equipment or the Services by accessing, storing, distributing or transmitting any viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- 8.5 enable or permit unauthorised access by you or any third party to data stored on our network;
- 8.6 do anything which would cause a degradation of service to any of our other customers;
- 8.7 During your use of the Services you shall not access, store, distribute or transmit any data or materials that are:
- 8.8 misleading, or misrepresentative of your identity or affiliation with any person; or
- 8.9 obscene, indecent, pornographic, offensive, defamatory, facilitates illegal activity; or promotes unlawful violence; or
- 8.10 discriminatory (based on race, sex, religion, nationality, disability, sexual and we reserve the right, without liability to you, to disable your access to any data or materials that breach the provisions of this clause.
- 8.11 You shall not:
- 8.12 transmit or cause to be transmitted unsolicited marketing or advertising materials contrary to applicable laws; or
- 8.13 access all or any part of the Services in order to build a product or service which competes with the Services; or
- 8.14 use the Services to provide services to third parties; or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 6; or
- 8.15 sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party.
- 8.16 breach or cause us to breach any applicable data protection legislation including but not limited to, the Data Protection Act 1998;
- 8.17 lose or cause us to lose or breach or cause us to breach our Authorisation.
- 8.18 exceed our fair usage policy on applicable services (intermit) as published on our Website.
- 8.19 You will indemnify us against any claims, proceedings or threatened proceedings from third parties and against any loss or damage suffered by us arising from any breach of your obligations under this Contract including this Clause 6, and for all costs and expenses reasonably incurred by us in investigating and defending ourselves in relation to any such claims, proceedings or threatened proceedings.
- 8.20 You will ensure that your usage of the Services does not exceed the Facility Limit or cause congestion or otherwise disrupt our Network. You will give us not less than two (2) working days written notice of any advertising, promotion or other campaigns which may result in abnormal demands being placed on the network.

9. YOUR OBLIGATIONS

- 9.1 In order for us to provide the Services you shall provide us with all necessary cooperation in relation to this Contract and access to such information as we may require, including but not limited to your Hardware, data, security access information and configuration services.
- 9.2 In the event of moving home, in order for a seamless transfer, we would require you to notify us (30) days prior to the move.

9.3 You are solely responsible (at your cost), for procuring and maintaining all necessary Hardware, software, network facilities and telecommunications services which are required to access and make use of the Services.

9.4 During the term of this Contract you shall ensure that your Hardware meets the minimum technical specifications as notified by us for compatibility with the Services; and

is supplied and maintained in a safe condition, in good working order and that it complies with all applicable legislation or regulations.

9.5 We require the customer to obtain all required licences or other consents to enable us to have access to and use of your Hardware for the purpose of providing the Services including, but not limited to, any licence rights in respect of any software which forms part of your Hardware;

9.6 Comply with all applicable laws and regulations with respect to your activities under this Contract;

9.7 We shall not be responsible for any delay or inability to provide the Services where this is caused by your breach of any of the obligations in this clause 7.

9.8 We may disconnect any of your Hardware from our network if in our reasonable opinion it does not so conform with clause 7.3 or if in our reasonable opinion it is liable to cause personal injury or damage to property or to impair the quality of the Services provided by us or to cause us to lose our Authorisation or to put us in breach of our obligations to any third party.

9.9 You must ensure all necessary actions are taken to avoid fraudulent activity including call charges which are your sole responsibility for payment. We are not responsible for repairing and maintaining your landline. Openreach™, or any other network provider, will continue to have responsibility for maintaining your landline and fix any faults that may occur. Furthermore, if you have broadband on the landline and we are not providing this service to you; your broadband provider is responsible for repairing faults at the exchange level. We may, at our sole discretion and where applicable, report the fault to the party responsible for the service.

10. SECURITY AND DATA BACKUP

10.1 You are responsible for the security of your data and your use of the Services. You shall take all reasonable steps to prevent any loss of or damage to data, or any unauthorised access to, or use of, the Services including but not limited to:

10.2 ensuring all passwords are in an appropriately secure format and properly protected against loss or unauthorised access;

10.3 taking regular back-ups of all of your data used with or stored as part of the Services,

10.4 employing appropriate security devices including virus checking software; and

10.5 having appropriate disaster recovery processes in place.

10.6 Where you are or become aware of any matters which you know or ought reasonably to be expected to know constitute a threat to the security of the Services, you will promptly notify us of such matters.

11. EQUIPMENT

11.1 From time to time, we may agree to provide you with a short-term loan of Equipment for use with the Services. Where you are provided with such Equipment you shall at all times:

11.2 use the Equipment only in connection with the Services, and for no other purpose;

11.3 use reasonable endeavours to keep the Equipment free from any loss or damage;

11.4 notify us promptly of any malfunction, defect, loss or damage to the Equipment, and return the Equipment to us promptly for repair or replacement at our sole discretion;

11.5 not sell or loan the Equipment to any person or create any charge lien or other encumbrance over the Equipment; and

11.6 insure the Equipment against loss or damage caused by any accident or your negligence or that of your employees, agents or subcontractors with a reputable insurance firm to the full replacement value of the Equipment.

11.7 Equipment shall be returned to us promptly following our request for you to do so, and in any event at the end of the loan period or upon expiry or termination of this Agreement.

11.8 The Equipment is owned by us, or our suppliers or licensors, and no title in any Equipment will pass to you under this Contract.

11.9 You shall indemnify us against any claims, proceedings or threatened proceedings from third parties (including our customers) and against any loss or damage suffered by us arising from your use of the Equipment where such claims and/or losses arise from the acts or omissions of you or your agents or subcontractors, and for all costs and expenses reasonably incurred by us in investigating and defending ourselves in relation to any such claims, proceedings or threatened proceedings.

12. CHARGES AND PAYMENT

12.1 In consideration for the Services, you shall pay the Charges with effect from the Live Date.

12.2 All amounts payable under this Contract are inclusive of value added tax (if any) which shall be paid at the rate and in the manner for the time being prescribed by law.

12.3 We will generate the customer a monthly invoice, to be paid by monthly direct debit. Failure to do so may result in a Non-Direct Debit Charge of £9.95.

12.4 Changes to direct debit information, late payment or incorrect direct debit information can also result in administration fees being charged at £9.95

12.5 You must notify us of any query or dispute in respect of any invoice, we shall negotiate in good faith as soon as reasonably

practicable to resolve the dispute.

12.6 We reserve the right to bill for services and call packages up to sixty (60) days in advance.

12.7 In order to qualify for the discounted line rental, this must be paid yearly, ninety (90) days in advance.

If you fail to pay any amount payable under this Contract, we reserve the right to suspend the Services until all outstanding payments are received in full; and claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

12.10 If the customer's account remains unpaid for thirty (30) days after the due date an OCB Facility will be applied to the line.

12.11 If the customer's account remains unpaid for sixty (60) days after the due date a TOS Facility will be applied to all services.

12.12 If the customer's account remains unpaid for ninety (90) days after the due date, all services will be ceased.

12.13 Indemnity claims will result in pursual of funds reclaimed and may result in termination of services or suspension. In order to resolve your concern please follow the concern handling process.

12.14 We reserve the right to increase the Charges during the Initial Term or any Renewal Term as a result of any increase in our costs which are imposed on us by any third party in connection with the provision of the Services to you. Any such increase will be subject to thirty (30) days written notice to you.

12.15 If an investigation is required from a Written Complaint, a response will be provided within thirty (30) days from the receipt. If this results in a refund, a payment will be made within fourteen (14) days.

12.16 If the customer is offered a refund as a gesture of goodwill, a payment will be made within fourteen (14) days of confirmation of refund.

12.17 A fair usage policy applies to all unlimited call packages. This is one thousand (1,000) minutes for local and national bundle and one thousand (1,000) minutes for the Local, National and Mobile package.

12.18 All calls made outside of a Calling Tariff will be subject to a pence per minute call charge.

12.19 Non-Geographic destinations will be subject to a pence per minute call charge as well as the network operators access charge

12.20 On the day the order to transfer your telephone line(s) to us has completed, we will place the order to transfer any broadband services you require. As part of providing your broadband service, we will also provide you with equipment. The £49.99 connection charge will become chargeable as soon as we receive confirmation from our couriers that such equipment has been delivered successfully.

12.21 If Paper Billing is required a charge of £2.99 will be added for postage and administration costs

13. INTELLECTUAL PROPERTY

13.1 You acknowledge and agree that we and/or our suppliers own all intellectual property rights in the Services and any Software provided in connection therewith. Except as expressly stated in this Contract, you are not granted any rights to, or in, patents, copyrights, database rights, trade secrets, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software or the Services.

13.2 You shall not, except as may be permitted by law or otherwise in accordance with this Contract:

13.3 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or

13.3 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

13.4 In the event of any judgement by a competent UK court of law that the Services or any Software infringe the intellectual property rights of a third party, we may (at our option) procure the right for you to continue using the Services or such Software, replace or modify the Services or Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract without any additional liability or obligation to pay damages or other additional costs to you.

13.5 This clause 11 sets out your sole and exclusive remedies, and our entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

14. CANCELLATION

14.1 You may cancel this agreement at any time during the cooling off period without charge. We ask for you to let us know the day before transfer to ensure no transfer in error. There comes a point of no return the day before transfer where it may be impossible to stop the in-flight order and the transfer may go ahead against your wishes.

14.2 In order to ensure the cancellation has been processed a cancellation reference number must be obtained. We reserve the right to listen to any call recordings relating to the cancellation to ensure a legitimate cancellation request was provided.

14.3 If any Services transfer in error, we will allow you to leave free of charge, although any refunds due will remain under the company's discretion. We will continue to bill the account holder for services used, until the date of transfer or the date of cease. The responsibility for the transfer remains with the customer as this is outside of the company's control.

14.4 If the customer would like to cease the line a payment from £99 may be required.

14.5 If the customer would like to transfer their telephone line services within the Contract Length, a payment of £199 would be required.

14.6 If the customer would like to transfer their telephone line and broadband services within the Contract Length, a payment of £299 would be required.

15. TERMINATION

15.1 We may terminate this Contract immediately on notice to you, and without liability to you if you breach any of the terms of this Contract and the breach (where the breach is capable of being remedied) has not been remedied within thirty (30) days of our written request to remedy it;

15.2 We may terminate this Contract if we cease to be Authorised or if our Authorisation is revoked or modified in any way which has a material impact on our ability to provide any part of the Services or if we are prohibited or restricted from providing any part of the Services.

15.3 We reserve the right to sell your contract to a third party.

15.4 The customer shall return the Equipment to the company until it has been returned or repossessed, you remain responsible for its safe keeping.

16. CONFIDENTIALITY

16.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

17. PRIVACY AND DATA PROTECTION

17.1 For the purposes of understanding roles in regard to the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) – we are defined as the Data Processor and the Data Controller.

17.2 The customer appoints us as a Processor to process the Personal Data as described on the customer's behalf.

17.3 We will only process the Personal Data to provide the Services or otherwise to comply with applicable laws or regulatory requirements.

17.4 We will ensure that any person with access to or processing the Personal Data is subject to a duty of confidence.

17.5 We will take appropriate technical and organisational security measures to ensure the security of processing and protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised access or disclosure or unlawful processing.

17.6 The customer authorises us to appoint sub-processors as they deem appropriate or necessary for the provision of the services

17.7 We will assist the customer in providing subject access and allowing data subjects to exercise their rights under the GDPR.

17.8 We will assist the customer in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.

17.9 We will without delay inform the customer if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

17.10 Nothing within this contract relieves us of our own direct responsibilities and liabilities under the GDPR.

18. USE OF YOUR INFORMATION

18.1 We will not contact any potential customer who is registered with TPS.

We may also disclose any information about you or your use of the Services in order to assist the investigation of any criminal offence, any offence under the Data Protection Act or any offence or contravention of any legislation to the police, the Information Commissioner, OFCOM and/or any other relevant organisations.

18.2 You acknowledge that we have no obligation to monitor, review or edit any of your information or third-party information which you store on or transmit through our Equipment or use in connection with the Services. However, we reserve the right to intercept, access, retain and disclose copies of such information for the purposes of:

18.3 Retaining a record of activity on our Equipment or systems and otherwise establishing the existence of facts in connection with the Services;

18.4 observing the performance of the Services and correcting, maintaining improving and effective operation of the Services;

18.5 complying or ascertaining compliance with regulatory or self-regulatory practices applicable to us or the Services (including without limitation to our Authorisation);

18.6 in the interests of national security or for preventing or detecting crime;

18.7 for investigating or detecting any unauthorised use of our Equipment or the Services;

18.8 complying with any request for information or disclosure from a court or other appropriately authorised body.