

1. DEFINITIONS

- 1.1. In these conditions (unless the context otherwise requires):
"The Act" means the Telecommunications Act 1984 and any amendments, modifications, re-enactments or replacements of the Act that may be made from time to time;
"we", "us", "our" and **"company"** means Birmingham Fibre Ltd, and its successors in title and assigns from time to time;
"The Services" means the Telephony services to be supplied by us.
- 1.2. Words in the singular shall include the plural and vice versa, reference to any gender shall include the others and references to legal persons shall include natural persons and vice versa.
- 1.3. The headings in these conditions are intended for reference only and shall not affect their construction.
- 1.4. These Terms and Conditions provide specific measures that should be applied to Telephony Services. This document is an extension of and should be read in conjunction with Birmingham Fibre Terms and Conditions.

2. TELEPHONY SERVICES

- 2.1. Analogue Service: an outbound telephone service whereby the customer routes via a third party carrier connection, e.g. BT for a standard analogue service or to deliver our Digital Phone Service. Birmingham Fibre will route such call to the destination specified.
- 2.2. Digital Service: The supply of outbound voice telecommunications utilising the Birmingham Fibre' own equipment (rented), unless purchased outright via an existing internet connection.
- 2.3. Private circuits: The supply of dedicated bandwidth for the Customer's sole use between two locations nominated by the Customer to provide Birmingham Fibre Digital Phone Service.
- 2.4. We undertake to provide you with the Services in accordance with these conditions.
- 2.5. If appropriate, you authorise us, our agents, employees or other authorised personnel, to reprogram and/or install access equipment, in order to provide the Services.
- 2.6. All times, dates and periods given for performance of the Services are given in good faith but without any responsibility on our part. 3.5 It is technically impracticable to provide the service free of faults and Birmingham Fibre does not undertake to do so. Birmingham Fibre will however use reasonable endeavours to remedy any faults of the services as soon as reasonably practicable.

3. YOUR USE OF THE SERVICES

- 3.1. You undertake not to contravene the Act or any other relevant regulations or licences regarding the provision and use of telecommunications services.
- 3.2. The end user shall ensure that any telecommunications apparatus utilised other than equipment supplied by Birmingham Fibre shall at all times conform to the relevant standard or standards (if any) for the time being designated under the Act and we shall not be under any obligation to connect or keep connected any of your apparatus if it does not conform or if in our reasonable opinion it is liable to cause death, personal injury or damage to property or to impair the quality of any Service provided by us or put us in breach of our obligations to any third party. You shall also comply with all relevant statutes, regulations or other legislation in force from time to time.
- 3.3. You undertake to use the Services in accordance with the Act, and any licence granted thereunder. You further undertake not to use the Services:

- (a) as a means of communications for a purpose other than that for which the Services are provided; or
 - (b) for the transmission of any material which is defamatory, offensive or of an abusive or obscene or menacing character or is of a nature which if transmitted would constitute a criminal offence or which infringes the rights of any third party including but not limited to contractual rights and intellectual property rights; or
 - (c) for any purpose which we may notify to you from time to time by reason of any relevant legislation which comes into force.
- 3.4. You shall indemnify us from all losses, fines, damages, claims, costs and expenses suffered or incurred by us arising from or in connection with your use of the Services in contravention of the provisions of clause 3 of these conditions.

4. ALLOCATION AND USE OF TELEPHONE NUMBERS

- 4.1. In the event that the Company allocate any telephone numbers to the Customer for the purpose of providing the Services the Customer acknowledges that it shall not acquire any legal, equitable or proprietary right to any such numbers and the Company shall be entitled to withdraw or change any telephone number or code or group of numbers or codes upon giving the customer reasonable written notice.
- 4.2. For the avoidance or doubt, any and all intellectual property rights in any such telephone number shall at all times, as between the Company and the Customer, remain vested in the Company.

5. EQUIPMENT AND OUR ACCESS TO YOUR PREMISES AND PROVISION OF INFORMATION BY YOU TO US

- 5.1. If you request maintenance or repair work which is found to be unnecessary, you may be charged for the work and the costs incurred. We will give notice that work is considered unnecessary prior to completion or raising charges.
- 5.2. Any equipment sited at the customer's premises for the provision of the services shall remain the property of Birmingham Fibre at all times, unless purchased outright by the customer. The customer shall be liable for any damage to such equipment howsoever incurred other than normal wear and tear.

6. SUSPENSION OF SERVICE BY US

- 6.1. We may at our sole discretion upon giving you written notice elect to suspend forthwith provision of the Services until further notice without compensation on notifying you either orally (confirming such notification in writing) or in writing in the event that we are obliged to comply with an order, instruction or request from the UK Government, an emergency services organisation, the provision of telecommunications services or the establishment of networks or any information provided across them or other competent administrative authority.
- 6.2. Where any suspension of the Services is implemented as a consequence of your breach, fault or omission (but not otherwise), you shall reimburse us for all costs and expenses incurred by our implementation of such suspension and/or the recommencement of the provision of the Services as appropriate.
- 6.3. If we exercise our right to suspend the Services this shall not restrict our right to terminate the Contract.