

terms & conditions (issued on 11/05/2010)

the parties to this agreement

Service Provider: Focus 4 U Ltd, a private limited company with registered address at Europa House, Southwick Square, Southwick, West Sussex, BN42 4FJ, and registered number 04771242 (we/us/our);

Customer: the party identified on the Network Services Agreement attached to these terms and conditions (you/your).

your status

By signing the Network Services Agreement you warrant that you:

are using the Service for business purposes;

are not a consumer; and

are legally able and duly authorised to enter into this Agreement.

the service we provide

1. what the service is

1.1 Subject to clauses 1.2 and 1.3, we will provide you with the ability to make or receive a call (or both) (the Service).

1.2 The Service does not include any phones or other equipment that we may supply to you under a separate agreement.

1.3 You acknowledge that we are not responsible for any equipment unless we expressly state otherwise and subject to a separate maintenance contract.

1.4 You acknowledge that we are not responsible for broadband provided by other providers or any street cabling, which could affect the Service. In providing the Service, we endeavour to use the reasonable skill and care reasonably expected of a competent telecommunications service provider of our size and type.

2. things we may have to do

2.1 We may have to do some things that could affect the Service. These things are listed in paragraph 2.2. If we have to interrupt the Service we will use reasonable endeavours to restore it as quickly as we can.

2.2 Occasionally we may have to:

(a) Change the technical specification of the Service for operational reasons;

(b) Interrupt the Service for operational reasons or because of an emergency;

(c) Change the carriers we use to provide the Service; or

(d) Give you instructions that we believe are necessary for health and safety, or for the quality of the service that we supply to you or to our other customers.

3. phone number

3.1 Subject to your compliance with your obligations under this Agreement, your phone number is provided to you on a licence. You have no right to sell or to agree to transfer the number provided to you for use with the Service and you must not try to do so.

4. the phone book and directory enquiries

4.1 By signing the Network Services Agreement, you acknowledge that we will add your name, address and the phone number for the Service to the Directory Enquiries Service, as soon as we can. However, we will not do so if you ask us not to.

4.2 If you want a special Directory Enquiries Service entry or wish to be excluded you must send us a request in writing. Where we agree to a special entry you must pay an extra charge and sign a separate agreement for that entry.

5. call monitoring

By signing the Network Services Agreement, you acknowledge that, we may occasionally monitor and record calls made to or by us relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services, including complaint handling.

6. use of your information

6.1 By signing the Network Services Agreement, you acknowledge that, we will use the information we have about you and your use of the Service (including but not limited to information about your bill size, the numbers you call and the times you call) for marketing our own telecommunications products and services. This allows us to better inform you about products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. We do not disclose this information to anyone else. We need your consent to continue to give you all the benefits that this processing provides and will assume we have it, unless you tell us otherwise by writing to us at; Focus Group, Europa House, Southwick Square, Southwick, West Sussex, BN42 4FJ. We process any personal data in accordance with the Data Protection Act. However, we will not do so if you ask us not to.

7. when we will provide the service

Subject to clauses 12 and 13, we will use reasonable endeavours to provide you with the Service by the date we agree with you.

8. repairing faults

8.1 We cannot guarantee that the Service will work without interruption or that it will be error-free. If you do experience a fault, you must register in accordance with our Fault Handling Document (available at <http://www.focus-grp.co.uk>), and we will use

our reasonable and commercially prudent endeavours to correct or cure any faults in accordance with the procedures and time limits set out in the Fault Handling Document. Time is not of the essence in relation to this clause. Where applicable, we may, at our sole discretion, claim compensation on your behalf and pass any compensation we receive to you. Please refer to our Maintenance Terms (available at <http://www.focus-grp.co.uk>)

8.2 If you tell us there is a fault in the Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for any work we have done to try to find the fault or to repair it. Details of these charges can be provided upon request.

what you agree to do

9. paying our charges for the service

9.1 Line Rental

Subject to clause 9.8, you must pay us line rental from the day we supply the Service. We will ask you to pay the rental monthly in advance. The rental will depend on how we classify your line. The classifications are explained in our Price List. If we supply you with a temporary Service, we may reserve the right to charge you the line rental in advance for the whole period that you want the Service.

9.2 Call Charges

Subject to clause 9.8, you must pay the Call Charges for the Service whether you use the Service or someone else does. Unless otherwise agreed between you and us, the Call Charges will either be as set out in the Network Services Agreement, or standard rates (which we can supply upon request). We can change the charges as explained in paragraph 16.2.

9.3 Bills and payment

(a) We will send you your first bill shortly after we provide the Service. We will send you further bills usually on a monthly basis, but we may send you a bill at any time. We will include all Call charges on your next bill where possible, and in any event as soon as we can. Line rental charges will be included where applicable. We will send bills to the address you ask us to. Payment for our bills is due within 14 days from the date of the bill, and time is of the essence in relation to this clause. Subject to clause 9(b), unless otherwise agreed by us, all payments must be made with direct debit.

(b) We reserve the right to allocate monies we hold from you under other agreements you have with us to cover any outstanding amounts you owe us.

9.4 Deposits

We reserve the right to ask you for a deposit reasonably determined by us, if you have previously not paid your bills, or paid them late. By completing this agreement you are deemed

to authorise any transfers from such deposit to cover any sums owed to us. If at the end of the Service any credit balance held by way of deposit will be returned within 14 days of termination.

9.5 Late payment, non direct debit, paper billing, reconnection charges

(a) Late payments may be subject to a late payment fee.

(b) All non-direct debit payments may be subject to an administrative charge.

(c) Unless otherwise agreed, we do not send out paper bills. All paper bills are subject to an administration charge reasonably determined by us, providing that where the total fee due to us is less than £25, the cost of the paper bill shall be £1.50.

(d) Re-connection of services that have been suspended due to a late payment are subject to a £50.00 reconnection fee.

9.7. Minimum invoice policy

Due to the level of administration required to create, process and dispatch each invoice, we may choose to implement a 'minimum invoice policy'. This may apply to you if your total monthly invoice is less than £4.25 Ex.Vat.

9.8 We may conduct a rate review of the Service with your agreement, and we will notify

you of such a review by giving you 1 month's written notice.

9.9 subject to clause 9.10, where you do not agree to an increase in fees, you may cancel this Agreement by giving us 1 month's written notice.

9.10 Where we increase the fees for Call charges or line rental due to an increase in underlying costs to us, you shall not have the right to cancel this Agreement. If you request us to do so, we shall provide you with reasonable evidence of such increases in underlying costs.

9.11 Where you agree to a rate review, the Minimum Term or applicable Renewal Term will commence from the date of the rate review.

10. credits

Where applicable, we will only give credits against costs incurred by you in the same month of the relevant credits. We will not provide a cash refund for the value of the credits.

11. your other responsibilities

11.1 Misuse of the Service

You must not use the Service, and must ensure that nobody uses the Service:

(a) To make offensive, indecent, menacing, nuisance or hoax Calls;

(b) Fraudulently or in connection with a criminal offence.

11.2 Indemnity

You agree to indemnify us, and keep us indemnified, against all losses, damages and costs (including legal costs) we incur due to your breach of any of your obligations under this Agreement whether it is an action or omission on your part.

12. limitation of liability

12.1 Nothing in this Agreement restricts or excludes our liability for death or personal injury caused by our negligence. Subject to clause 12.2 we accept liability for direct losses caused by our negligence. Our liability is limited as set out in this paragraph.

12.2 Subject to clause 12.1, we shall not be liable for any losses, whether they are direct, indirect or consequential, arising in contract or tort, including, but not limited to, loss of profits, revenue, anticipated savings, data, expense or office time.

12.3 We shall not be liable for any fraud committed with or in relation to the Service by you or any third party. Details on Toll Fraud protection can be found at www.focus-grp.co.uk/customers.php

12.4 In any event, our total liability shall be limited to the value of this Agreement in the preceding 12 month period.

12.5 In the event that you wish to make a claim against us you must notify us within 7 days of you becoming aware of the breach and such notice shall be in writing and sent to our registered address.

12.6 Nothing in this agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by You.

13. matters beyond our reasonable control

If we cannot do what we have promised in this Agreement because of something beyond our reasonable control, including, but not limited to, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving our employees), we will not be liable.

14. if you are in breach of this agreement

14.1 Subject to clause 14.2, we reserve the right to suspend the Service or end the Agreement (or both) at any time without telling you if:

(a) You break this Agreement or any other agreement you have with us for any telephone services and fail to remedy the breach within a reasonable time of being asked to do so (including, but not limited to, non or late payments of our fees);

(b) We believe that the Service is being used in a way forbidden by paragraph 10.1. This applies even if you do not know that the Calls are being made or the Service is being used in such a way;

(c) Bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a Court on time, or you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

14.2 if you suspect that your payment for the Services will be late, please advise us, and we may, in our sole discretion, decide to extend the due date for the payment. Any variation or waiver shall be without prejudice to our rights under this agreement and shall be conditional on any arrangement being complied with to our satisfaction.

14.3 If we suspend the Service, we will not return your services until you do what you have agreed, or satisfy us that you will do so in future or that the Service will not be used in a way that is forbidden by paragraph 10.1. We may request a deposit or other security prior to re-commencing the Service.

14.4 If we suspend the Service because you are in breach of this Agreement, this Agreement will still continue in full effect. You must pay us rental fees until we end the Agreement by giving notice under paragraph 16 or we end the

Agreement by giving notice under paragraph 19.1.

14.5 In the event of late payment, we reserve the right to charge you interest (both before and after any judgement) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

14.6 We reserve the right to terminate your Service and/or to resell your numbers in the event that your account remains unpaid for over 30 days past the agreed payment terms as laid out in this Agreement.

15. complaints

If you wish to make a complaint in relation to the Service, please refer to our Complaints Procedure at www.focus-grp.co.uk.

16. term and termination

16.1 Subject to clauses 9.8 and 16.3, this Agreement shall come into force on and with effect from the date shown on the Network Services Agreement and shall continue for a minimum period of three years (the "Minimum Term") and, after that, shall renew automatically for a further period of 3 years (the "Renewal Term") unless this Agreement is terminated by you giving us no less than six months' written notice in writing before the commencement of the next relevant Renewal Term.

16.2 If you terminate this Agreement before the expiry of the Minimum Term or relevant Renewal Term, we reserve the right to charge the full line rental in relation to any unexpired part of the then relevant term, as well as Call charges based on the average Calls invoiced during the previous 6 months, subject to a minimum charge of £500.00.

16.3 Where the Service is provided, at your request, after the date shown on the Network Services Agreement, the Minimum Term shall commence at the time of the actual commencement of the Service.

16.4 By agreeing to these terms and in the interests of protecting you against slamming, you agree to our Customer Transfer Preference policy which gives us the right to cancel orders made by other operators on lines in our control unless you contact us by telephone at least 48 hours before the proposed transfer date.

17. variations

17.1 If you ask us to make any change to the Service you must confirm your request in writing. Where we can reasonably do so, we will accommodate your request as soon as practicable. Any change to the Service may be subject to administrative charges reasonably determined by us. We reserve the right to reject a request for a change to the Service where we deem it reasonable to do so.

17.2 We can change the conditions of this Agreement including our charges at any time but subject to the provisions of clauses 9.9 and 9.10. We will notify you with your monthly invoice and on our website www.focus-grp.co.uk at least 2 weeks before it takes place.

18. assignment

18.1 You may not assign or transfer this Agreement or any of its rights under it without our prior written consent. We may assign any or all rights and obligations under this Agreement by notice in writing to you.

19. cancelling the service before it is provided

You may cancel the Service any time up to 7 days before the agreed date of provision, subject to payment of a £500.00 arrangement and administration fee.

other provisions

20. notice

20.1 Any notice given under this Agreement must be delivered by hand or sent by email or prepaid post as follows:

(a) To us at the address shown on the Network Services Agreement, or on your last bill, or at any other address we give you from time to time;

(b) To you at the address you have asked us to send bills to.

20.2 Any such notice which is given in accordance with clause 20.1 above, shall be deemed to have been received with the other party:

(a) at the time of delivery if delivered by hand;

(b) on the second working day following the day of sending the notice by prepaid first class post; or

(c) on despatch in the case of a facsimile transmission or electronic mail, provided that the sender does not receive any indication that the electronic mail message or facsimile transmission has not been successfully transmitted to the intended recipient and the address on the notice is correct.

21. other services

We retain ownership of any equipment we replace and install on your premises, including, but not limited to line cards and voice cards. Separate terms and conditions covering the maintenance of our equipment, broadband services and equipment can be found on our website www.focus-grp.co.uk.

22. third party rights

A person who is not a party to this Agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

23. severability

23.1 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement shall continue in full force and effect.

23.2 Each of the clauses in this Agreement is intended to be separate and severable. If any clause is held to be unreasonable or unenforceable but would be valid if part of the wording were deleted, such restriction will apply with so much of the wording deleted as may be necessary to make it valid.

24. definitions

"Agreement" means these terms and conditions and the Network Services Agreement;

"Call" means a signal, message or communication that is silent, spoken or visual on each line that we agree to provide to you under this Agreement.

"Your premises" means the place where the Service is or will be provided.

"Working day" means Monday to Friday 9.00 am to 5.00 pm not including Public Holidays.