

## 24/7 CUSTOMER CARE

### TERMS AND CONDITIONS

Whereas GBT agrees to provide a service to the Customer and the Customer agrees to pay GBT the Contract Price for the provision of that service therefore the Parties HAVE AGREED as follows:

1. GBT will provide the customer with training and care service in relation to the software functions of the Alcatel Telephone System installed by GBT. Nothing in this Agreement shall oblige or bind GBT to maintain or service the hardware and equipment of the system for the Customer save only that the Customer has also signed maintenance Agreement for the upkeep for the telephone system.

2. GBT will offer the customer such services as are indicated in the schedule to this agreement and accepted by the customer in relation to the use of the system installed on site, either at the Customer's premises or at GBT's office is preferred. The services requested by the customer will be provided on the following basis: -

#### (i) TRAINING

Any training will be provided by a qualified member of staff from GBT and will be for a maximum period of twenty hours in the first six months of this Agreement and then a maximum of ten hours for the remaining six months of the agreement. The training provided will be in the use of the system but will not involve repair or servicing of the system. Training will only be provided between normal office hours of 9am and 5pm unless otherwise agreed at GBT's sole discretion in writing. Requests for training will be accommodated as quickly as possible by GBT subject to availability of appropriate staff. However, no indicated timescale guarantees are given. In the event that GBT cannot provide the training within one month from receiving a request in writing from the Customer, the Customer will be entitled to one month's rebate on the contact price per month until such time as GBT provides the training. GBT may exceed the maximum training hours where is deemed appropriate at its sole discretion.

#### (ii) TWENTY FOUR HOUR HELPLINE

GBT will provide a free twenty-four hour helpline to provide telephone support to the Customer in relation to all matters involving the operation of the telephone system. Advice will be given over the telephone where possible and where appropriate remote programming of the system will be carried out by GBT to assist the Customer's premises and is not a repair facility in relation to the equipment. Where GBT cannot deal with the query by telephone for whatever reason a qualified member of staff will contact the Customer and where appropriate visit the Customer's premises to remedy the problem within two working days.

#### (iii) REMOTE PROGRAMMING

GBT will also provide unlimited remote programming of the system for changes to its configuration, the information stored, the routing of calls etc. Any requests received from a Customer for changes to the system by 11am on a normal business day will be dealt where possible by 3.30pm on the date it is received but at any rate within twenty-four working hours. Any request received after 3.30pm will be dealt with within twenty-four working hours of receipt of the request. The said periods exclude any non-business days and holidays.

3. The customer will be entitled to a ten per cent discount on any additional hardware purchased such as handsets, headsets other modules or any other type of Alcatel equipment. The Customer will also receive regular updates of new products or services offered by GBT, which may be of benefit to the Customer.

4. In addition to the twenty-four hour free telephone helpline GBT will also offer free advice to the Customer on network providers and services both independent and associated with GBT and will also provide free advice on data networking, integration of systems and maximising use of the capabilities of the system.

5. The Contract will initially run for a period of twelve months and will be for the price quoted by GBT and accepted by the Customer in writing subject to the size of the system and the Customer's specific needs. Payment will be made by the Customer within thirty working days receipt of an invoice from GBT. In the event that the sum is not paid within the specified period, GBT may at its sole discretion terminate the Agreement immediately and will be entitled to recover any costs incurred from the date of signing the Agreement until the date of termination from the Customer.

6. Following the initial twelve-month period the Contract will continue to run on a twelve monthly basis until notification of termination is given in writing by either GBT or the Customer a 90 day cancellation period applies. In the event that either GBT or the customer wishes to terminate the Contract they must provide written notice to the other Party of termination. For the avoidance of doubt notice of termination cannot be given by the Customer until the end of the initial six-month period. GBT reserve the right to review the Contract price after the end of the initial twelve month period and increase or decrease same where appropriate in the circumstances. GBT also reserve the right to alter the service provided in terms of this agreement at its discretion or where it considers appropriate. A full justification will be provided to the Customer in the event of any proposed change to the level of charges or the service provided and the Customer will have an opportunity to make comment on the proposals.

7. In the event that it becomes impossible for GBT to provide the service either due to liquidation or receivership of GBT or the Customer, by accident, act of war or any other reason whatsoever the Contract will cease immediately and no further payments will be made subject to a pro rata payment up to date of cessation of the Contract.

8. The terms and conditions of this Contract are the sole terms and conditions of the Contract between GBT and the Customer. No variation or modification of these terms or conditions will be valid unless in writing and signed by a Director of GBT and an authorised representative of the Customer.

9. GBT will not be liable for any loss suffered or purported loss suffered by the Customer where defects result from a loss of electricity supply, service provided by British Telecom or any other service provider or any other such failure.

10. (By signing the Contract the Customer also agrees to enter into a Maintenance Contact with GBT in relation to the hardware and equipment.) (Where GBT do not have a contract with the customer to maintain the hardware and equipment GBT will not be responsible in any way for any failure or loss suffered by the Customer whether arising out of a fault in the equipment or service provided.)