

GB Telecom (Scotland) Ltd Terms & Conditions

These Terms and Conditions apply to new and existing customers and are effective from the implementation date shown on the Agreement.

1. What the Service is

The Service we (GB Telecom Ltd) supply to you (our Customer) is the ability to make or receive a Call (or both). The Service does not include any phones or other equipment that we may supply to you under a separate agreement. In providing the Service, we promise to use the reasonable skill and care of a competent telecommunications service provider.

When you elect to make outbound calls using our Service you will be able to make a choice of networks to carry your calls.

(a) Premier Network Service

By selecting this service your calls will be routed via the UK's leading PSTN network. These calls are charged at a premium to the Standard network.

(b) Standard Network Service

By selecting this service your calls will be routed over an alternative network to the Premier Network. Standard Network calls are charged at a substantial discount to the Premier Network. The Customer Service Guarantee does not apply to calls made over the Standard Network.

You will have the option to route individual calls over the Premier Network at any time. Calls made over the Premier Network, whether intentionally or unintentionally will be charged at the Premier Network rate.

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 restore it as quickly as we can.

2.2 Occasionally we may have to:

(a) Change the code or phone number or the technical specification of the Service for operational reasons;

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

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

3. Phone number

3.1 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.

3.2 Nobody must advertise the phone number for the Service in or on a Phone Box without our consent, and you must make sure that this does not happen. The action

that we can take if this happens is explained in paragraph 13.4. We will however give you written notice before taking any such action.

4. The Phone Book and Directory Enquiries

4.1 We will put your name, address and the phone number for the Service in The Phone Book for your area and make your phone number available from our 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 entry in The Phone Book you must let us know. Where we agree to a special entry you must pay an extra charge and sign a separate agreement for that entry.

5. Call Monitoring

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 We will use the information we have about you and your use of the Service for marketing purposes. However, we will not do so if you ask us not to.

6.2 For your information we process your billing data and information about your use of G B Telecom Ltd service (this includes 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. For example, we are able to help you benefit from discounts to frequently called numbers and destinations. **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, Netherdale Industrial Estate, Galashiels, TD1 3EY.

7. When we will provide the Service

We will provide you with the Service by the date we agree with you. If we do not, you may be able to claim compensation under our Customer Service Guarantee, unless we fail for a reason covered by paragraph 12.

8. Repairing Faults

8.1 We cannot guarantee that the Service will never be faulty. However, if we do not put right a failure of the Service within the time limits set out in our Customer Service

Guarantee, you may be able to claim compensation under that

Guarantee, unless we fail for a reason covered by paragraph 12.

8.2 We will work on any fault that is reported to us according to the repair service we have agreed to provide

to you. These repair services are explained in our Price List.

8.3 When we agree to work on a fault outside the hours covered by the repair service that we provide to you, you must pay us the extra charge set out in our Price List.

8.4 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. Our charges for this are set out in our Price List.

What you agree to do

9. Paying our charges for the Service

9.1 Charges

(a) You must pay the charges for the Service as set out in our Price List. This applies whether you use the Service or someone else does. We can change the charges as explained in paragraph 15.2.

(b) If someone makes a Call without your knowledge, from our side of the main telephone socket, you will not have to pay for the Call, unless we prove that you could have taken reasonable steps to prevent the Call being made.

9.2 Rental

You must pay us rental from the day we supply the Service. We will usually ask you to pay the rental 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 temporary Service, you may have to pay the rental in advance for the whole period that you want the Service.

9.3 Calculating the Call charges

We will calculate the charges for Calls using the details recorded at our telephone exchange.

9.4 Bills

We will send you your first bill shortly after we provide the Service. We will send you further bills monthly, but we may send you a bill at any time. We will include all charges on your next bill where possible, and in any event as soon as we can. We will send bills to the address you ask us to.

9.5 Payments in advance, deposits and Credit Levels

(a) We may ask you for a payment before one is normally due. This will not be more than the connection charge and rental for the Minimum Period, except in circumstances where we send you a bill because you have exceeded your Credit Level.

(b) We may ask for a deposit at any time, as security for payment of your bills if it is reasonable for us to do so. Our procedures for deposits are published in our office.

(c) We may decide a Credit Level is no longer necessary. We will i

nform you of this.

9.6 When you must pay

You must pay all charges and rental as soon as you receive

your bill and deposits when we ask for them. Our standard payment terms are payment within 14 days by direct debit unless agreed otherwise in writing. If at any time a direct debit is not in place (e.g. due to cancellation) then payment must be made by another means within 14 days.

10. Your other responsibilities

10.1 Connecting and using your equipment with our network

(a) You may only connect phones, extension wiring, sockets or other equipment to our network using a main

telephone socket that we have fitted and maintain, unless we agree otherwise. We may end any such agreement after

giving you reasonable notice.

(b) Equipment must only be used with our network in a way that meets the relevant standards and your license. If your equipment does not meet those standards or your license, you must immediately disconnect it, or allow us to do so at your expense. If you ask us to test your equipment to make sure that it meets those standards or your license, you must pay us the charge set out in our Price List.

10.2 Supplying a place and electricity for our equipment

We will have to place equipment on your premises to provide you with the Service. For residential customers this will normally be just a main telephone socket. You must provide a suitable place and conditions for our equipment. If we have to supply equipment that needs a continuous mains electricity supply and connection points, you must provide them where we need them at your own expense.

10.3 Preparing your premises

You must prepare your premises before we arrive according to any instructions that we give you. When our work is completed, you will also be responsible for putting items back and for any necessary re-decorating.

10.4 Entry to your premises

(a) If our engineers have to enter your premises you must let them do so as long as they show their Identity Card. We will meet your reasonable requirements about the safety of people on your premises and you must do the same for us.

(b) If we need someone else's permission to cross or put our equipment on their premises, you must get that agreement for us and make any necessary arrangements.

10.5 Damage

Nobody must tamper with our equipment that is on your premises. If anyone does and there is any damage to or loss of our equipment, you must pay the charge in our Price List for any necessary repair or replacement.

10.6 Misuse of the Service

Nobody must use the Service:

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

(b) fraudulently or in connection with a criminal offence;

and you must make sure that this does not happen. The action we can take if this happens is explained in paragraph 13.4. If a claim is made against us because the Service is misused in this way, you must reimburse us in respect of any sums we are obliged to pay.

10.7 Indemnity

If you use the Service for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them.

10.8 Line Rentals

When we provide your line rentals, G B Telecom Ltd will route your calls through our network, no other Service Provider may route these calls or attempt to, and if they do we reserve the right to bar these calls.

If things go wrong

11. If we break this agreement

11.1 We accept liability for being late in providing the Service or repairing a failure of the Service, or for failing to keep an appointment, unless for a reason covered by paragraph 12. However, our liability is limited as set out in the Customer Service Guarantee and in this paragraph 11.

11.2 We accept liability if you are injured or die as a result of our negligence. We do not limit that liability and paragraphs 11.3, 11.4 and 11.5 do not apply to that liability.

11.3 Unless the Customer Service Guarantee says otherwise, we have no liability under this agreement. Our liability under this agreement for a failure in provision of the Service or the Service itself is detailed in the Customer Service Guarantee. This does not affect our liability if we are negligent.

11.4 We have no liability for any loss that is not reasonably foreseeable, nor any loss of business, revenue, profit, or savings you expected to make, wasted expense, financial loss or data being lost or harmed.

11.5 Any liability we have of any sort (including any liability because of our negligence) is limited to £1 million for any one event or any series of related events, and in any 12 month period to £2 million in total.

11.6 Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

12. Matters beyond our reasonable control

If we cannot do what we have promised in this agreement because of something beyond our reasonable control such as 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 for this. However, we will refund a day's rental to you for any day, or part day, that there is a failure of the Service because of something beyond our reasonable control.

13. If you break this agreement

13.1 We can 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 telephone (including payphone), telex or private service and fail to remedy the breach within a reasonable time of being asked to do so;

(b) we believe that the Service is being used in a way forbidden by paragraph 10.6. 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.

13.2 If your agreed Credit Level is reached before your next monthly bill is sent to you, we will inform you of the amount you have spent and agree any necessary action. If you have a limited payment history for the Service (less than 3 bills received and paid in full) we may also restrict your ability to make outgoing calls pending payment of charges accrued on our billing system.

13.3 If you miss a payment, we will not suspend the Service or end the agreement until 14 days after the payment was due. However, if we suspend the Service and you miss another payment during the 12 months after we provide the Service again, we may then suspend the Service or end the agreement (or both) 7 days after the payment was due. In the case of a bill for Call charges only we may suspend the Service or end the agreement (or both) 14 days after payment was due.

13.4 If we suspend the Service, we will not provide it again until you do what you have agreed, or satisfy us that you will do so in fixture or that the Service will not be used in a way that is forbidden by paragraph 10.6.

13.5 If we suspend the Service because you break this agreement, the agreement will still continue. You must pay us rental until we end the agreement by giving notice under paragraph 13.1 or you or we end the agreement by giving notice under paragraph 18.1.

14. Arbitration

If we cannot resolve any dispute with you, you can refer the dispute to the Chartered Institute of Arbitrators under our simple procedure. This does not apply to disputes that involve more than £5,000 or a complicated issue of law. Details of how

to refer a dispute to arbitration are set out in our Code of Practice for Consumers.

Changing and ending the agreement

15. Changing the agreement

15.1 In general

If you ask us to make any change to the Service we may ask you to confirm your request in writing. If we agree to a change, this agreement will be changed when we confirm the change to you in writing.

15.2 Conditions

We can change the conditions of this agreement including our charges at any time. We will notify you of changes at least 2 weeks before it takes place. If you are a residential customer, we will also give you at least 2 weeks notice in accordance with paragraph 19.

16. Transferring the agreement

You cannot transfer or try to transfer this agreement or any part of it to anyone else.

17. Canceling the Service before it is provided

You may cancel Service any time up to the point of provision. However, if you have ordered Service for business use you must pay for any work we have done or money we have spent.

18. Ending the agreement after the Service is provided

18.1 This agreement begins on the commencement date agreed by GB Telecom and will renew automatically for a further subsequent term unless either party provides written notice of termination annual period. Provided that if the Customer has committed any breach of this contract and, or the supply of the Service, can be ended by:

(a) 14 day's notice from us to you; or

(b) 90 days' notice from you to us.

18.2 If we give you notice, you must pay rental up to the end of that notice. If you give us notice, you must pay rental until 7 days from the date we receive your notice, or until the end of the notice if that is later.

18.3 If you give us notice that ends during the Minimum Period (other than because we have increased our charges or materially changed the conditions of this agreement to your detriment), you must pay us the relevant cancellation charge set – the remainder of the outstanding rental.

18.4 If you have paid any rental for a period after the end of the agreement, we will either repay it or put it towards any money you owe us.

18.5 You must pay all charges for the Service until the date on which we stop providing the Service to you.

18.6 We can end this agreement at any time without telling you if paragraph 13.1 applies.

The other things we need to tell you

19. How to give notice

Any notice given under this agreement must be delivered by hand or prepaid post as follows:

(a) to us at the address shown on the Telephone Service Agreement form or on your last bill, or at any other address we give you;

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

20. Other documents

20.1 These conditions, the documents referred to in them, the Customer Service Guarantee and the Telephone Service

Agreement form set out the whole agreement between you and us for the Service.

20.2 Our Price List contains explanations, definitions, notes and conditions which form part of this agreement. You can see a copy of our Price List or obtain copies of the relevant pages at our office.

21. 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.

22. Explanations of certain words

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

"Credit Level" means the sum of money, you agree with us, you expect to spend on Call Charges during the period covered by your bills.

"Customer Service Guarantee" means the guarantee incorporated within these Conditions for Telephone Service

"your equipment" means equipment that is not part of our network and which you use or intend to use with the Service.

"failure of the Service" means the continuous total loss of the ability to make or to receive Calls or the continuous total loss of a related service.

"your license" means the license (granted under Section 7 of the Telecommunications Act 1984) that authorizes you to run your telecommunications network.

"your line" means a connection to our network.

"main telephone socket" means the point where your equipment is connected to our network which is called the Network Termination Point in your license.

"Minimum Period" means the first 12 months of the Service or the period set out in our Price List.

"our network" means the G B Telecom Ltd Premier Network or G B Telecom Ltd Standard Network

"Phone Box" means any kiosk, booth, acoustic hood, shelter or similar structure in which a phone is installed for the provision of telephone service to the public.

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

"relevant standards" means the standards designated under Section 22 of the Telecommunications Act 1984

"Service" means all or part of the Service explained in paragraph 1 and any related services listed in our Price List that we agree to provide to you under this agreement.

we" and "us" means G B Telecom Ltd

"working day" means Monday to Friday not including Public Holidays.

"you" means the customer we make this agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.

GB Telecom Ltd Customer Service Guarantee

We Guarantee:

- to supply the Service on time;
- to repair the Service on time;
- to keep appointments;
- not to disconnect the Service by mistake.

If we break these promises and it is our fault, you are entitled to alternative service solutions and/or to compensation from us, in accordance with and subject to the provisions set out below.

This Guarantee forms part of the Conditions for Telephone

Service. It does not apply to any phones or other equipment that we may supply to you under a separate agreement.

Explanations of certain words

There are explanations of some of the words used in this Guarantee in paragraph 22 of the Conditions for Telephone Service and in our Price List.

1. What we guarantee

(a) We guarantee to supply the Service on time.

We (GB Telecom Ltd) guarantee to supply you (our customer) with the Service by the date that we have agreed with you.

(b) We guarantee to repair the Service on time.

If you have our Care Level 1 or 2 repair service, we aim to correct a failure of the Service by midnight on the first working day care Level 3 repair service, we will aim to correct a failure of the Service within 24 hours of when you report the fault to us.

(c) We guarantee to keep appointments.

We guarantee to keep any appointment we make with you under this agreement.

(d) We guarantee not to disconnect the Service by mistake.

We guarantee not to disconnect the Service when we are not entitled to do so.

For the purposes of the following provisions, the times by which we guarantee to supply or repair the Service, as the case may be, are referred to as the "commitment time".

If we break these guarantees, you may choose *one* of the alternative options set out in paragraphs 2 and 3 below, subject to the terms of this Guarantee. We may make available further alternative service or compensation options from which you may choose under this Guarantee. These will be set out in the Price List.

2. Call Diversion

2.1 If we fail to supply or repair the Service, upon request, we will divert your incoming calls to an alternative fixed line or mobile telephone number of your choice. The number you choose must be a UK geographic number or UK mobile number. Calls will not be diverted to your chosen mobile number if the mobile is outside the UK .

2.2 We will provide the diversion facility where reasonably practical. However, it may be subject to technical restrictions in certain circumstances.

2.3 You must obtain any permissions needed for calls to be diverted, and to receive calls on, the number you specify. We will cancel the divert facility upon commencement of supply of the Service, or upon repair.

2.4 Once the call diversion is in place, you may ask for one change to the number to which your incoming calls are diverted.

2.5 For each day, or part day, we are late in repairing the Service, we will pay you a rental rebate. Full details of applicable rebates are given in the Price List.

2.6 If your calls are diverted to a mobile number, we will pay for the cost of diverting the incoming calls to the number you choose. For each day, or part day, we are late in supplying or repairing the Service, we will also pay you a call allowance. Full details of applicable call allowances are given in the Price List.

2.7 Where we are late in supplying or repairing Service on a residential line, we will pay you automatically any sums to which you may be entitled under paragraphs 2.5 and 2.6 above after the Service has been supplied or repaired. However, if we are late in supplying or repairing Service on a business or payphone line, any such sums must be claimed in accordance with paragraph 8 below.

2.8 If you consider that you have incurred losses that exceed any sums paid to you under to paragraphs 2.5 and 2.6 above, you can claim Actual Financial Loss, as defined in paragraph 3.1(b) below. For the purposes of that paragraph, if your incoming calls are diverted to a mobile number in respect of which you are not the subscriber, any additional outgoing call charges incurred will be treated as if they had been incurred by you. However, you are not entitled to claim Actual Financial Loss in respect of any additional mobile call charges incurred within 5 days of the commitment time.

2.9 If we fail to divert your calls as requested, you may claim compensation in accordance with paragraph 3

below, subject to the limits described in paragraph 5 below.

3. Compensation

3.1 The different types of compensation

You can claim either Fixed Rate Compensation or Actual Financial Loss.

(a) Fixed Rate Compensation we will pay you compensation at fixed rates for each line affected by our failure. If you claim this, you will not have to prove that you have lost money because of us.

(b) Actual Financial Loss is the amount you lose as a direct result of our not meeting our guarantee. If you claim this, you will have to give us proof of your loss.

The maximum amounts of Fixed Rate Compensation and Actual Financial Loss that we will pay are described out in paragraph 5.

4. The Amount of Compensation

4.1 If we supply or repair the Service late

Full details of the applicable rates of Fixed Rate Compensation are given in the Price List.

4.2 If we do not keep an appointment

If we do not keep an appointment, we will pay you a fixed sum, details of which are given in the Price List. But you cannot claim for any Actual Financial Loss in respect of that appointment.

4.3 If we disconnect the Service by mistake

If we disconnect the Service by mistake, you are entitled to choose from the options as indicated in paragraph 1 above. If you want to claim compensation, you must tell us you have lost Service. If you tell us within 6 days, we will pay you for the period that the Service is disconnected, subject to limits described in paragraph 5 below. If you do not tell us within 6 days, we will only pay compensation from the date you tell us.

5. The limits on how much we will pay you

There are limits on the maximum amount we will pay you for any one failure or series of related failures to keep our guarantee. The amount of those limits depends on whether you have a residential, business or payphone line:

(a) residential line

You are entitled to receive Fixed Rate Compensation for a maximum of 10 days, including part days, for each line which is affected by our failure. The most we will pay for Actual Financial Loss is a total of £1000 for each line which is affected by our failure

(b) business or payphone line

You are entitled to receive Fixed Rate Compensation for a maximum of 10 days, including part days, for each line which is affected by our failure. The most we will pay for Actual Financial Loss is a total of £2000 for each line which is affected by our failure

The most we will pay you under this agreement for the same failure or series of related failures is a total of £10,000.

6. How we will pay you

Payments in respect of Actual Financial Loss will be paid by cheque. We will deduct any other sums due to you from your next phone bill, unless you ask us to send you a cheque.

However, we may put all or part of any payment towards any money you owe us.

7. What the Customer Service Guarantee does not cover

7.1 Services that are not covered or are partially covered

The Price List gives details of those services covered by our Guarantee subject to certain variations, together with descriptions of those variations, and details of those services which are not covered.

7.2 Entry to your premises and other help

The Guarantee does not apply if we ask to go onto your premises and you do not arrange this, or if we ask for other help and you do not give it.

7.3 Matters beyond our reasonable control

You will not be entitled to call diversion, any other service solution, or compensation if we do not keep this Guarantee because of something beyond our reasonable control.

8. How to make a claim

8.1 When to claim

You must make your claim within 4 months of when the Service is provided to you or repaired.

8.2 Claiming Fixed Rate Compensation

If you want to claim Fixed Rate Compensation, or any sums under paragraphs 2.7, 2.8 or 4.2 above you can phone us or write to us.

8.3 Claiming Actual Financial Loss

If you want to claim Actual Financial Loss, you must claim in writing. If you call us we will send you a claim form and notes to help you make your claim.

8.4 Where to claim

Our phone number and address are on the Telephone Service Agreement form and on your bills.