

The Service

- 1.1 Titanic Telecoms Ltd. will make the Service available to you at the Premises as soon as reasonably practicable, following Titanic Telecoms Ltd.'s acceptance of your application. In any event Titanic Telecoms Ltd. will begin providing the Service 30 days after the Agreement comes into force in accordance with clause 4.1 or at such other time as has been agreed between you and Titanic Telecoms Ltd.
- 1.2 Titanic Telecoms Ltd. can provide you with equipment. The equipment provided will remain the property of Titanic Telecoms Ltd., but you will be responsible for keeping it safe from damage or theft while it is in your custody. You agree to pay Titanic Telecoms Ltd. 1) a sum equivalent to the RRP of the equipment at the date it was supplied, or, 2) Agree to pay Titanic Telecoms Ltd. all legal costs involved in recovering the money if the equipment provided is lost or damaged or if upon the termination of this Agreement for any reason, you do not return the equipment provided to Titanic Telecoms Ltd. free of damage and in full working order. The speed and equipment depend upon the Service and capacity purchased. As a guide 100kbps bandwidth per concurrent call guaranteed for Voice traffic gives premium call quality. A minimum of 30kbps per concurrent channel is required.
- 1.3 Titanic Telecoms Ltd. may route your calls over any carrier or carriers that it may choose for the provision of the Service. You agree that Titanic Telecoms Ltd. may act as your agent for the purpose of notifying any carrier that Titanic Telecoms Ltd. may choose to use for the provision of the Service that your customer line identification (CLI) should be registered for use by Titanic Telecoms Ltd. You agree that Titanic Telecoms Ltd. shall have full authority to instruct the carrier on your behalf to cancel any existing CLI registration you might have with any other service provider and to substitute Titanic Telecoms Ltd. as your service provider.
- 1.4 In order to improve the Service, Titanic Telecoms Ltd. may, from time to time, change the procedures or methods by which you will access the Service. Titanic Telecoms Ltd. will notify you within a reasonable period before any such change is due to take effect.
- 1.5 Titanic Telecoms Ltd. may also provide you with the billing of your line rental. If so, all lines will be maintained by BT Wholesale or BT Openreach, but your customer service will be provided by Titanic Telecoms Ltd. Titanic Telecoms Ltd. reserve the right to suspend telephone lines for any necessary reason.
- 1.6 The delivery of the Service may not be continuous, for example, the Service may be adversely affected by data speed, uploading or downloading of data, interruption to your broadband service or other circumstances beyond the reasonable control of Titanic Telecoms Ltd.
- 1.7 Titanic Telecoms Ltd services are all able to connect 999/112 emergency calls. Location information received by the emergency services will be limited to the Premises at which your telephone line is connected. This may not necessarily be the same location as that where the call is made.
- 1.8 A power failure or a broadband connection interruption or failure may mean that an emergency call will fail. You should ensure you have alternative arrangements e.g. an analogue line with an unpowered handset or a mobile phone for emergency calls.
- 1.9 In the event of a power failure or a failure in your broadband connection the Service will not [may not] function.
- 1.10 You must follow all reasonable instructions issued by Titanic Telecoms Ltd in relation to your access to and your operation of the Service.
 - 1.11 Number portability is available on the Service.
- 1.12 We monitor and record calls for the training purposes and for the purpose of improving our customer services and for quality purposes.
- 1.13 In order to reduce customer and our own exposure to fraud risk we reserve the right but not obligation to carry out routine penetration tests against Our customer public IP addresses. The main reason for such testing is to try to help You to identify and resolve mis-configured routers, networks or services which could give attackers a means of

accessing the customer phone systems and making calls at Your expense

- 1.14 OFCOM and/or the relevant Carrier each have the power to withdraw an allocation of telephone numbers and therefore any telephone numbers offered to the Customer under the Contract, cannot be guaranteed as being available. The Company shall not be liable for any costs incurred by the Customer in relation to any such telephone number (including, without limitation, in the advertising of such telephone number) which is withdrawn by OFCOM and/or the relevant Carrier
- 1.15 Without prejudice to any rights the Customer may have to port a number allocated to it, the Customer acknowledges it does not own or have any right to sell any number provided to it by Titanic Telecoms Ltd. Where the Customer has a number from a national numbering plan, the charges for porting such number shall be as set out in the Tariff section in the customer contract agreement.
- 1.16 The Service supports 999 public emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances, you should use a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making such a call.

Inbound Service

- 2.1 We reserve the right to apply a nominal monthly charge for each inbound number where the only Service you take from us is the Inbound Service.
- 2.2 If an inbound number is withdrawn by Ofcom or Phone pay Plus or any of our suppliers for reasons beyond our control, we reserve the right to recover the number(s) from you immediately. We will use our reasonable endeavours to supply you with another number which is acceptable to you.
- 2.3 Where you take an international number as part of the Inbound Service, in addition to the above, the following shall apply:
 - i. we cannot guarantee call quality and shall not be liable for service incompatibility. It is recommended that you perform full compatibility tests prior to publishing any international number(s) provided by us;
 - ii. we cannot guarantee support for calls from mobile numbers unless otherwise specified and in these cases, there will be an additional charge; you accept that restrictions to the service may apply in certain countries;
 - iii. we are reliant on third parties for delivery of your billable call records so there may be a delay in us billing you for your international inbound calls, there will be no time limit on us Conditions for billing you for these calls. In some cases, calls will be logged in two parts and we may bill these parts in different months.

Call Recording

- 3.1 Where you take a service, which includes call recording of inbound and/or outbound calls you confirm that you have received and read our Call Recording Legal Requirements Guidance document and acknowledge that the information should not be relied upon in isolation and hereby accept that it is your responsibility to obtain legal advice to ensure you are fully compliant before recording any calls. You further confirm that you will comply with all legal requirements when using any call recording product and agree that Titanic Telecoms Ltd shall have no liability for any costs or claims which may be incurred as a result of any failure by you to comply with any legal requirements

Security

- 4.1 The customer is responsible for the security of its equipment and the confidentiality of any and all security details and must take all necessary steps to ensure the same are kept confidential, secure and not made available to any unauthorised persons.
- 4.2 Titanic Telecoms Ltd does not guarantee the security of the Services against unauthorised or unlawful access or use.
- 4.3 Titanic Telecoms Ltd shall not be responsible for any third-party activities in relation to use of the Services, including any fraudulent and/or criminal activities, and/or unauthorised access or use of the Equipment, the Customer Equipment and/or the System, and any costs arising from such activities shall be the responsibility of the customer.

Charges and Payment

- 5.1 You will be charged for calls at Titanic Telecoms Ltd.'s published rates. Titanic Telecoms Ltd. may vary its rates by notice to you in accordance with clause 6.
- 5.2 Titanic Telecoms Ltd. will usually send you a bill once a month to the address set out on your registration form (or such other address as you request that Titanic Telecoms Ltd. uses for billing). You must pay all charges within 14 days by direct debit. Titanic Telecoms Ltd. will normally send reminders for late payment, but Titanic Telecoms Ltd. may, if it wishes, charge you interest at 4% over HSBC's Bank Plc's base rate for the whole period of any late payment.
- 5.3 In the event that any sum remains outstanding for more than 14 days Titanic Telecoms Ltd. may, if it wishes, either terminate the Service or suspend the Service until such time all sums owing have been paid in full, together with such security deposit as Titanic Telecoms Ltd. may require. If your account is suspended Titanic Telecoms Ltd will charge £25 per telephone number for the administration of reactivation of service. If a line is disconnected there will be a new line installation charge to restore service. Titanic Telecoms Ltd cannot guarantee that your previous telephone number will be available. Late payments (over 30 days) are subject to a £3 administration charge.
- 5.4 If any sums owing are overdue by more than 60 calendar days, Titanic Telecoms Ltd. may instruct solicitors to recover outstanding balances. You will be liable for the debt plus interest and any costs chargeable by our solicitor including enforcement costs
- 5.5 In the event a payment received by Titanic Telecoms Ltd. is returned unpaid a £15 administration charge will be applied.
- 5.6 All quoted tariffs are exclusive of Value Added Tax (VAT) unless stated otherwise.
- 5.7 For customers on a charge per minute contract Titanic Telecoms Ltd expects the call volume not to reduce below 50% of the "expected monthly minutes" as stated on the Customer Contract Agreement for a period of more than 3 consecutive months. If this occurs Titanic Telecoms Ltd. reserves the right to charge you for the difference between these two amounts. This shortfall of minutes will be charged at your average call costs as incurred during your time with Titanic Telecoms Ltd. The average cost will be obtained by dividing the total number of minutes used, into the total call costs during your time with Titanic Telecoms Ltd. For example, if you selected 1,000 minutes as your expected monthly minutes on the Customer Contract Agreement and you used only 100 minutes (assuming the 3 consecutive months' rule) we reserve the right to charge you for 400 minutes at the average cost per minute.

Your Obligations

- 6.1 You will ensure that any equipment you use with the Service and the equipment provided by us is in good working order and complies with all applicable standards, requirements and approvals.
- 6.2 You will ensure that the Service is not used for any improper or unlawful purpose or in a manner which is offensive, (including indecent, menacing, nuisance, defamatory or hoax calls).

- 6.3 You will comply with any reasonable requests and directions that Titanic Telecoms Ltd. may make, regarding your use of the Service and/or the equipment provided, as may be necessary to ensure the quality and operational integrity of the Service.
- 6.4 Fair use policy: Free Calls to O2 tariff; if more than 50% of the total minutes to mobile networks on a monthly basis are to O2 mobiles, surplus minutes will be charged at the normal published rate to call a mobile phone. (e.g. a customer whose mobile call minutes total is 10000 and 9000 minutes are to O2, the surplus calls are charged at 5.4p per minute. The excess O2 minute volume is the difference between the actual O2 minute volume of 9000 minutes and the maximum fair usage (in this case) of 5000 minutes. Here the surcharge would be 4000 minutes x 5.4p per minute, and the actual billed amount would be £216 for all calls to O2 Mobiles). The average call cost per minute for O2 Mobile in this example would be 2.4p per minute (£216/9000 minutes). For Free Calls to Work Mobiles tariff, if more than 50% of the total minutes to mobile networks are to work mobiles, the surplus minutes will be charged at the normal published rate (5.4p per minute). The excess work mobile minutes are the difference between the actual work mobile minute volume and the maximum fair usage (50%).
- 6.5 Unlimited call package: Calls of up to an hour to 01,02 and UK mobiles are included within the inclusive minutes. Fair Usage Policy applies: Maximum 1500 minutes to 01 and 02 a month per user. Maximum of 500 UK mobile minutes per month per user.
- 6.6 If either of these limits on inclusive calls is exceeded, Titanic Telecoms Ltd will charge for these calls at 1.5ppm for 01 and 02 calls and 5ppm for UK mobiles.

Length of the Contract

- 7.1 This Agreement shall come into force on and with immediate effect from the date the Titanic Telecoms Ltd Customer Contract Agreement is signed ("the Commencement Date").
- 7.2 You commit to an initial minimum contract term as stated on the Titanic Telecoms Ltd Customer Agreement or 24 months (if no term is specified) for the call charges, line rental services and broadband. This is known as the Initial Minimum Period.
- 7.3 This Agreement will remain in force (unless terminated earlier in accordance with this Agreement) for the Initial Minimum Period and will continue thereafter until terminated in accordance with clause 5 of this Agreement.

Termination

- 8.1 Thirty (30) days before the end of the Initial Minimum Period (or any subsequent periods) you may terminate this Agreement, by giving Titanic Telecoms Ltd. 30 day's written notice to terminate this Agreement to expire with effect from the last day of the Initial Minimum Period. In the event that the Customer fails to provide notice of termination, the Agreement will continue for successive periods of 12 calendar months after the end of the Contract Term until the Customer gives notice to terminate the Agreement within 30 days of any subsequent period; or the Customer agrees to enter into a Further Contract Term.
- 8.2 You may terminate this Agreement if Titanic Telecoms Ltd. varies its terms, resulting in an excessive increase in the charges or changes that alter your rights under this Agreement to your detriment, by giving us written notice to the registered office address below within 30 days of the date of the change. This does not apply if we raise charges by an amount equal or less than the percentage in the Retail Prices Index (RPI). The annual % RPI increase will be added to all customer contracts, on an annual basis, on or around March of every year.
- 8.3 Titanic Telecoms Ltd. will be entitled to charge an early termination charge for customers subscribed to the line rental and calls service and / or broadband equal to a sum of the line rental and broadband charges and a sum equal to 50% of the expected monthly minutes, as stated on the Customer Contract Agreement, to the extent not already paid, for the remainder of the term.

- 8.4 Titanic Telecoms Ltd. will be entitled to charge an early termination charge for customers subscribed to the calls only service. The early termination charge will be equal to a sum of 50% of the expected monthly minutes, as stated on the Customer Contract Agreement, to the extent not already paid, for the remainder of the term.
- 8.5 Titanic Telecoms Ltd will be entitled to charge an early termination charge for customers subscribed to a calls and lines bundled tariff, equal to the monthly bundled charge, to the extent not already paid for the remainder of the term.
- 8.6 You may terminate this Agreement before the Initial Minimum Period or any subsequent annual term has expired if you give us 30 days written notice of cancellation and pay us all charges that are due plus the early termination charge as described at 5.3, 5.4 or 5.5, as the case may be.
- 8.7 If you do not give us 30 days written notice of cancellation (whether before or after the Initial Minimum Period (or any subsequent periods) has expired) Titanic Telecoms Ltd. will be entitled to charge an amount equal to 30 days average call charges in addition to any other termination charges which arise.
- 8.8 Titanic Telecoms Ltd. may terminate the Service without notice if you become subject to any bankruptcy proceedings or you make an arrangement or composition with your creditors, or a liquidator, administrator, administrative receiver, bankruptcy trustee or similar officer is appointed over any of your assets or you become unable to pay your debts within the meaning of the Insolvency (Northern Ireland) Order 1989; or you do not pay your bill when due; or if we have good reason for believing that any information you have given us is false or misleading.
- 8.9 Titanic Telecoms Ltd. may terminate this Agreement at any time after the Initial Minimum Period has expired by giving you at least 30 days written notice.
- 8.10 Without prejudice to any other termination rights set out in this Agreement, Titanic Telecoms Ltd. may terminate this Agreement immediately on notice if you commit a non-remediable breach of a material obligation of the Agreement or you commit a remediable breach of a material obligation of this Agreement (including without limitation failure to pay any charges by their due date) and fail to remedy such breach within 30 days of the date we notify you of such breach; or where any contract between Titanic Telecoms Ltd. and a third party provider of telecommunications services is terminated where such termination affects the provision of the Service. On termination of this Agreement you shall immediately stop using the Service and all amounts you owe as for use of the Service shall be due and payable in full.
- 8.11 Residential customers or a small business with 10 employees or less, once the Initial Minimum Period has been met will not be rolled into a subsequent term of contract without their express consent. If cancelling a contract within the Initial Minimum Period or any subsequent annual term please see clauses 5.3, 5.4 and 5.5
- 8.12 We may from time-to-time supply promotional offers to some or all of our customers. Such offers shall be subject to any promotional terms and conditions we notify to our customers. Unless otherwise stated in the promotional terms and conditions we shall not incur any liability under the Agreement in relation to such offers. Promotional terms and conditions may require variation to the Agreement in which case you will be deemed to have accepted in writing such variation upon acceptance of the promotional offer. Unless otherwise stated in the promotional terms and conditions an offer may be amended or withdrawn by us (in relation to some or all of our customers) at any time and without notice. For the avoidance of doubt, we are not obliged to include you in any offer we make to our other customers. If any equipment or product has been supplied by us at a reduced cost, or free of charge, as part of a promotion or sales offer in connection with this Agreement and you terminate this Agreement or you are in default of this Agreement before the end of the Initial Minimum Period, or any subsequent annual term as specified on the sales contract, you must return the product in as good a condition as it was in when you received it and in its original packaging. Should you fail to return the free gift in its original condition or at all then Titanic Telecoms Ltd. may demand

payment of a sum equal to the full value of the item when new and selling at full price at the date of termination.

Changes to this Agreement

- 9.1 We may change this Agreement and the charges at any time. Changes will be notified in writing to you. If we increase the charges for Services, you are using or change this Agreement to your disadvantage, we will give you 30 days written notice before the increase in charges or changes takes place delivered to the last correspondence address notified to us by you.

Limitations of Liability

- 10.1 With the exception of the Customer's obligation to pay the Charges, each party's total liability to the other party under this Agreement in relation to any claim arising whether under breach of contract, tort (including without limitation negligence and breach of statutory duty) or otherwise shall be limited to the lower of £1,000 or the total charges paid by you in the twelve months before the act or omission events giving rise to the liability. Save for any warranty or representation expressly given by Titanic Telecoms Ltd
- 10.2 In this Agreement, Titanic Telecoms Ltd excludes all warranties and representations (whether express, or implied by statute, common law or in any other way) to the fullest extent permitted by law.
- 10.3 Neither party will be liable to the other for any:
- loss of profits, loss of data and/or damage to goodwill;
 - economic and/or similar losses;
 - business interruption, loss of business, contracts, opportunity and/or production;
 - any special, incidental, indirect, punitive or consequential losses
- 10.4 Titanic Telecoms Ltd shall have no liability to the Customer in respect of any act or default or delay by BT, the Access Provider, any other communications provider and/or any regulatory authority in carrying out their obligations necessary to enable the provision of the Services and/or in respect of the entry of the Customer's number in any telephone directory compiled by BT or for any error made in relation to such an entry.
- 10.5 Titanic Telecoms Ltd will have no liability to the Customer for any fault or defect where the fault or defect has been caused by the Customer.
- 10.6 The Customer shall give Titanic Telecoms Ltd a reasonable opportunity to remedy any matter capable of remedy for which Titanic Telecoms Ltd is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so Titanic Telecoms Ltd shall have no liability to the Customer.
- 10.7 Titanic Telecoms Ltd shall have no liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective or faulty Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 10.8 The Customer indemnifies and will keep indemnified Titanic Telecoms Ltd against any and all losses or liabilities including but not limited to expenses, costs (including increased administration costs and all legal costs on a full indemnity basis), claims (whether actual or threatened), proceedings, actions, demands, judgments, awards, damages, lost profits and other losses or liabilities incurred directly or indirectly by Titanic Telecoms Ltd directly or indirectly as a result of any:
- breach of contract, tortious act and/or omissions (including negligence) breach of statutory duty or Common Law by the Customer; and/or
 - claim by a third party that the Customer's use of the Services employees, agents, officers, managers, executives and/or subcontractors) as if they were the Customer's own acts and/or omissions under this Agreement.

Terms and Conditions



10.9 Notwithstanding any other provision of this Agreement, nothing in this Agreement will limit or exclude either party's liability for death or personal injury caused by that party's negligence or any liability due to that party's fraud or for any other liability which that party is not permitted to exclude or limit as matter of law.

10.10 will be liable under this Agreement for the acts and/or omissions of its employees, agents, officers, managers, executives and/or subcontractors (whether or not they remain as the Customer's employees, agents, officers, managers, executives and/or subcontractors) as if they were the Customer's own acts and/or omissions under this Agreement.

General

11.1 If any dispute arises in connection with this Agreement, the parties shall, within five days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

11.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

11.3 No party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

11.4 This Agreement and any dispute or claim arising out of or in connection with it and its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of Northern Ireland.

11.5 Subject to clauses 8.1 to 8.4 above, the parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

11.6 If a court decides that any part of this Agreement is not enforceable, that part will not apply, but the remaining terms and conditions will continue to apply.

11.7 You may not assign this Agreement to any other person without Titanic Telecoms Ltd.'s prior written consent.

11.8 The Customer Contract Agreement application and this Agreement constitute the entire agreement between Titanic Telecoms Ltd. and you.

No warranty, term or condition, other than those contained in this Agreement, will govern either your or Titanic Telecoms Ltd.'s rights and obligations relating to the Service.

11.9 In this Agreement, 'Titanic Telecoms Ltd.' and 'Service' shall have the meaning given to those terms on the Customer Contract Agreement and shall mean the provision of the Service arising upon the acceptance of your registration by Titanic Telecoms Ltd. 'Agreement' shall mean these terms and conditions that define the service that you have applied to Titanic Telecoms Ltd. to provide to you. 'Initial Minimum Period' shall mean initial minimum contract term referred to in clause 'Premises' means the United Kingdom location at which Titanic Telecoms Ltd agree to provide the Service.

11.10 The parties to this Agreement do not intend that this Agreement be enforceable by any person not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

11.11 Any notice given under this Agreement must be delivered by hand or sent by email or pre-paid post to us at the registered office address below and to you to the last correspondence address notified to us by you.

11.12 No waiver by Titanic Telecoms Ltd. of any default by You under the Agreement shall operate or be construed as a waiver by Us of any future defaults whether of a like or different character. No granting of time or other forbearance or indulgence we grant you shall imply a waiver of our rights or shall in any way release, discharge or otherwise affect your liability under this Agreement.

11.13 In the event of any inconsistency between this Agreement and the Customer Contract Agreement the order of precedence shall be (1) this Agreement and (2) the Customer Contract Agreement.

11.14 Titanic Telecoms Ltd complies with regulations established by [The Electronic Communications Act 2000](#), which confirms the legal status of electronic signatures.

11.15 Titanic Telecoms Ltd ensures that every electronic signature is uniquely linked to the signatory by storing secure records of the signature as well as additional information such as IP address and user details

11.16 A document sent by Titanic Telecoms Ltd is only sent to the person the document is intended for. No other copies are sent elsewhere and the signatory has sole control over the signing process.