

**Beyond Telecommunications Ltd trading as FP Telekom (FP Telekom) Network Services Agreement**

Name of Company

Company Address (Location)

Telephone number

Postcode

Email address

Company Reg No.

Minimum period  Months (minimum 12 months if line rental is required)

Order placed by  Position

Contact name  Invoicing Contact

Invoice address (if different from above)

Postcode

Telephone number

Email address

Billing format  Standard (web)  3.5" floppy disc  CD Rom  email  printed  other

**Outbound Telephony Services**

Telephone Number	Number of Lines	Type of Line	Access Type	FP Telekom Line Rental Required
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**Type of Line**

S - System  
 F - Facsimile  
 D - Direct line  
 M - Modem  
 H - Home working  
 L - Featureline

**Access Type**

L - LCR  
 E - Existing autodialler  
 A - Autodialler  
 M - Manual pre-dial  
 C - Carrier pre-select

Unless otherwise stated Line Rental will be a 'like for like' transfer from BT. Please indicate any services to be added/deleted in the box below. Unless otherwise stated, all services will be charged at FP telekom's standard rates.

**Maintenance Option (applicable only when FP Telekom Line Rental is required)**

**Tick for Level 1** Operates during working hours (0800 - 1700 hours Monday to Friday, excluding Public and Bank Holidays). BT aim to respond to a fault report received before 1700 hrs on one working day by the end of the next working day. Where a fault is reported outside normal working hours, the fault will be treated as if it has been reported at the beginning of the next working day. Work will only be carried out during working hours.

**Tick for Level 2** This option is not available for ISDN2 lines. In the case of ISDN30 lines, level 2 maintenance is included in the Line Rental. Operates during the period 0800 - 1700 hours Monday to Saturday, excluding Public and Bank Holidays. Where a fault is reported outside normal working hours, the fault will be treated as if it has been reported at the beginning of the next working day. BT will respond within 4 working hours of receipt of a fault report. If the fault is not cleared during this period BT will advise the Nominated Contact of the progress being made to clear the fault.

**Inbound Telephony Service**

Non Geographic Number

Termination Point

Monthly Rental  Additional numbers can be attached to this agreement as a separate schedule - separate schedule is attached Yes

In certain circumstances an outpayment may be made for calls made to an inbound national rate number. If this is the case please provide your VAT No.

I/we have read, understood and agree to the terms and conditions overleaf and in particular the section headed "Customer Information". In particular I/we expressly consent to the use of Customer Information in the way set out overleaf.

I/we understand that Customer Information may be used to provide information to us about FP Telekom's products or services. I/we expressly consent to that, unless we have ticked this box or otherwise notify you in writing.

Signature  (Authorised Signatory)

Print Name

Position

Date

Accepted for Beyond Ltd trading as FP Telekom by  Area  Sales Ref  Date

**FP Instruction to your bank or Building Society to pay by Direct Debit**



Please fill in the whole form and send to: Riverside House, Riverside, Bishop's Stortford, CM23 3AJ

Originators Identification Number

1. Name and full postal address of your Bank or Building Society

To: The Manager

Bank or Building Society

Address

Postcode

4. Bank/Building Society account number

5. Reference No.

**6. Instruction to your Bank or Building Society**

Please pay FP Telekom Direct Debits from the account detailed on this instruction subject to the safeguards assured by The Direct Debit Guarantee. I understand that this instruction may remain with FP Telekom and, if so, details will be passed electronically to my Bank/Building Society.

2. Name(s) of Account Holder(s)

3. Branch Sort Code  -  -

Signature(s)

Date

## 1. Definitions and interpretation

### 1.1 In this agreement:-

"Customer Information"

all information about you which is obtained from 3rd parties (e.g., credit reference agencies, who may search the electoral register) fraud prevention or other agencies; relates to your account with us and your usage of the Services (including reports prepared by us); provided by you to us;

"the Commencement Date"

the date notified to you by FP Telekom as the date on which this agreement will start;

"Equipment"  
any equipment FP Telekom supplies to you;

"the Location", "Minimum Period" and "Services"  
are all services specified overleaf. Services also includes any other services FP Telekom agree in writing to provide

## 2. Commencement and duration

2.1 This agreement starts on the Commencement Date and continues for the Minimum Period subject to termination: as provided in this agreement and by either of us giving at least 90 days written notice of termination expiring on any anniversary of the Minimum Period.

## 3. FP Telekom's obligations

3.1 FP Telekom will: use reasonable endeavours to provide the Services at the Location and will use reasonable care and skill in the provision of the Services.

3.2 Subject to clause 3.3, FP Telekom will (within the parameters and response times set out overleaf) use reasonable endeavours to provide maintenance for/replacement of Equipment and to correct as soon as reasonably practicable any fault in the Services which is within the reasonable control of FP Telekom and otherwise use reasonable endeavours to contact the relevant operator to correct any fault in the Services. FP Telekom does not warrant that your use of the Services will be uninterrupted or free from faults.

3.3 FP Telekom's obligations under clause 3.2 are subject to clause 5.1.3 and do not apply if you are in breach of clauses 4.1.4, 4.1.5 and/or 4.1.6 or have failed to pay any sum when due or if the defect is as a result of accident, neglect, improper use, failure to follow instructions or if the Equipment has become obsolete or is no longer maintainable (in our reasonable opinion).

## 4. Your obligations

4.1 You will (at your cost):

4.1.1 before the Services are provided, obtain relevant licences/consents to the provision of the Services and Equipment. You must then comply with those licences/consents and keep them in force. We are not responsible for any delay/loss because these are not obtained/maintained;

4.1.2 before the Services are provided obtain (and thereafter maintain in good working order) all connections and equipment (except the Equipment) of appropriate technical specifications, to enable the Services to be provided; this includes a dedicated electrical mains supply and all trunking, conduits, connections, installations and other fittings. You must also provide and maintain suitable accommodation and environmental conditions for the Equipment.

4.1.3 give us any co-operation, information, assistance and facilities we may reasonably request;

4.1.4 only use Equipment and Services in accordance with instructions issued by us and not modify, reprogram, add to, interfere with, service or repair any Equipment (all of the foregoing only to be carried out by our authorised representatives, at your cost), nor attach to it any equipment not approved for connection pursuant to relevant law;

4.1.5 comply with all applicable licences laws and regulations regarding the Services, Equipment and your own systems. You must not use the same to send or receive communications which are in breach of any of the foregoing or for any fraudulent, illegal or unlawful purpose or to send or receive communications which are hoax, offensive, abusive, indecent, defamatory, obscene, menacing or in breach of copyright, privacy or other rights;

4.1.6 pay all costs and expenses necessary for the Services to be provided to you, unless FP Telekom has expressly agreed to pay any costs/expenses;

4.1.7 indemnify us against all costs, claims, damages, liabilities and expenses we may suffer or incur arising out of any breach of this agreement by you and/or any claims by any third party relating to your use of the Services;

4.1.8 notify us as soon as you become aware of any fault in the Services, loss or damage to the Equipment or if you wish to change your invoicing address.

## 5. The Equipment and related matters

5.1 You agree with us that:

5.1.1 we may (at your cost) install at the Location and connect to your telecommunications systems, Equipment to enable us to provide the Services;

5.1.2 we may access your telecommunications systems (either remotely or on reasonable notice at the Location) and the Location in order to inspect, install, connect, test, maintain, replace or remove any Equipment;

5.1.3 you will take reasonable care of the Equipment and indemnify us against all loss of and damage to it, fair wear and tear excepted and save to the extent that loss or damage is attributed to our act or omission. We can charge you the cost of obtaining replacement Equipment if the same is lost, damaged or not returned to FP Telekom in good working order on the termination of this agreement (except as previously mentioned);

5.1.4 ownership of all Equipment remains with us. You shall not remove or alter any identification mark on the Equipment nor hold yourself out as the owner of the Equipment. You shall not part with possession of, let, sell, charge incumber or otherwise deal with any Equipment.

5.2 It is your responsibility to ensure that your equipment and telecommunications systems are in working order to enable the provision of the Services.

## 6. Intellectual Property rights and telephone numbers

6.1 If any software is supplied by FP Telekom to you ("Software") you are granted a non-exclusive, non-transferable licence to use the same only during this agreement and for the proper operation of the Services.

6.2 You shall not copy, modify, reverse engineer, decompile or otherwise endeavour to access or obtain the source code of the Software except to the extent permitted by law.

6.3 All intellectual property rights in the Software remain the property of FP Telekom or its licensors.

6.4 You do not own any number or access code which may be provided to you. You have no right to sell or otherwise transfer any such number or code nor to register the same as a trademark or company name or otherwise deal with the same.

6.5 FP Telekom reserves the right to modify or amend the Services and/or any telephone number or access code allocated to you or to introduce additional numbers or access codes if required due to:-

6.5.1 any numbering scheme or other requirement imposed on FP Telekom by a third party;

6.5.2 law or regulatory rules;

6.5.3 any operational or technical reason.

6.6 You are not permitted to use or permit anyone else to use the name FP Telekom or British Telecommunications plc's name or our or their logo trademarks or respective intellectual property rights (save in relation to software as referred to in clause 6.1).

## 7. Charges

7.1 Prices as at the Commencement Date are as notified to you by FP Telekom. In some instances you may be charged to receive calls or FP Telekom may make a payment to you. FP Telekom can change its prices from time to time. Decreases will be notified in your next invoice and increases in prices will if reasonably practicable be notified one month prior to coming into effect. If you do not accept the increase, you may terminate this agreement by giving not less than 14 days written notice to FP Telekom (and FP Telekom must receive that notice within 14 days of its notice of increase).

7.2 If any work is carried out by FP Telekom outside normal working hours (9:00am to 5:00pm, Monday to Friday, excluding bank holidays) additional charges may be incurred.

7.3 Disconnection or suspension (for any reason including non-payment) may incur a re-connection fee.

7.4 You agree to pay for all Services based on records maintained by FP Telekom (and/or its service providers). The charges for your use of the Services will be calculated according to the prices applicable at the time the Services were used. You must pay invoices (without set-off or deduction) plus applicable taxes such as VAT within 14 days of the date of each invoice. Time is of the essence for all payments. You cannot withhold payments because any matters are in dispute and you must pay whether the Service has been used by you or someone else. In cases where FP Telekom has to pay you for calls received, FP Telekom will produce a self bill invoice and credit you with the relevant amount.

7.5 You will be billed monthly for all Services; in advance for fixed costs (such as line rental) and in arrears for variable costs such as call charges. Invoices for one off costs will be rendered as appropriate.

7.6 Notwithstanding termination you must pay for all Services provided to and including the date of termination and disconnection of the Services, including all call charges. In addition you must pay for all fixed charges, even if they relate to periods after termination.

7.7 FP Telekom reserves the right to require advance payment of anticipated costs and/or the provision of guarantees.

## 8. Late payments/suspension

8.1 If you fail to pay any sum on the due date or commit any other material breach of this agreement we may (without prejudice to any other rights we may have):-

8.1.1 terminate this agreement by notice to you (which will be effective immediately);

8.1.2 terminate or suspend all or any of the Services (with or without notice to you). In this case you will be liable for all costs of suspension and/or reinstatement;

8.1.3 enter the Location and remove the Equipment;

8.1.4 require immediate payment of all other sums payable, whether or not invoiced or fallen due for payment;

8.2 In the case of late payment, we can charge interest on all sums unpaid (until paid in full, whether before or after judgment) calculated daily, at a rate of 3% above the then current base rate of Royal Bank of Scotland plc. You agree to pay any fees or expenses reasonably incurred by us in collecting or attempting to collect any amount owed by you.

## 9. Termination and Suspension

9.1 We may, by notice (which will be effective immediately), terminate this agreement if:

9.1.1 you become insolvent or unable to pay your debts as they fall due or become bankrupt, enter into liquidation or any arrangement with creditors, have a receiver, administrative receiver, administrator, trustee or manager appointed in respect of all or any of your business or assets or otherwise cease to carry on business;

9.1.2 our agreement with any relevant third party is terminated or varied so that we are no longer able to provide the Services;

9.1.3 required to do so by law or any relevant regulatory authority.

9.2 Upon termination of this agreement all amounts you owe for use of any of our Services shall be due and payable in full on demand.

9.3 We may, with or without prior notice, suspend any of the Services if required to do so by law or any relevant regulatory authority or if we or any carrier, operator or any other service provider need to carry out work relating to the Equipment and/or the Services (for example, repair, maintenance or upgrades), telecommunications and/or the network at or in relation to the Location and/or the Services.

9.4 We will, where practicable, give you reasonable notice of any suspension and will use our reasonable endeavours to recommence provision of the Services as soon as reasonably practicable.

## 10. Warranties and limitations of liability

10.1 Except as set out in clauses 10.2 and 10.3, our liability in contract, tort or otherwise arising directly or indirectly out of or in connection with our obligations under this agreement (including in respect of negligence) shall be limited to a maximum amount of £5,000 in respect of any single incident or series connected incidents and in any event to a maximum of £10,000 for all incidents.

10.2 Nothing in this agreement excludes or limits our liability for (a) death or personal injury arising out of our negligence or (b) fraudulent misrepresentation.

10.3 FP Telekom shall not be liable to you in contract, tort (including negligence) or otherwise for direct or indirect loss of profit, business, anticipated savings or wasted expenditure or for any indirect or consequential loss, corruption or destruction of data whether or not FP Telekom was advised or aware of the possibility of such damages, losses or expenses.

## 11. Customer Information

11.1 You agree that we can prepare reports about your use of the Services and telecommunication services. You agree that we can use Customer Information to perform credit and identity checks (including use of credit reference agencies and searching the electoral role). You understand that credit reference agencies will maintain a record of enquiries and information provided. These agencies may disclose Customer Information provided to them to 3rd parties and that information may be used to make credit decisions. We can store and process Customer Information on our computers and in any other way. We can use Customer Information to perform this agreement, manage your account, prepare reports and develop and improve our services. We can disclose Customer Information to anyone who provides a service to us, credit reference agencies and as permitted by law.

## 12. General:

12.1 If you have signed a direct debit form in favour of FP Telekom, you confirm that such direct debit may be used in relation to all amounts you from time to time owe FP Telekom, whether under this agreement or otherwise.

12.2 You may not assign or transfer this agreement in whole or in part of this agreement without our prior written consent. We shall have the right to assign, sub-contract or otherwise deal with all or any of our rights and/or obligations under this agreement. WE will give your notice if we do so.

12.3 This agreement is subject to the laws of England and the exclusive jurisdiction of the English courts and supersedes all understandings, representations and prior agreements (written or oral) between you and us. Each party agrees that it does not rely on and has no remedy in respect of any representation statement or warranty other than as expressly set out in this agreement. All warranties conditions and other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. This agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party. Notwithstanding the foregoing, FP Telekom and you agree that if any law or regulation from time to time in force or any contract between FP Telekom and any third party relating to the Services necessitates an alteration to this agreement, then neither or them will unreasonably delay or withhold consent to any such alteration.

12.4 Neither party shall be liable to the other for any failure to carry out its obligations under this agreement (save for the payment of any sum due) due to matters beyond its reasonable control including failure or breakdown of any utility service, power supply or telecommunications network, act of God, riot, civil commotion, malicious damage, compliance with law or regulatory rules, accident, breakdown of equipment, fire, flood, storm, default of suppliers or sub-contractors, acts or omissions of any third party including telecommunications service providers, war, civil war, conflict and terrorist attack.

12.5 This agreement shall not come into force until it has been signed as accepted by FP Telekom. A person who is not a party to this agreement has no rights 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.

12.6 If any provision or part of a provision of this agreement is found by any court to be illegal, invalid or unenforceable, that provision or part shall, to the extent that the same is illegal invalid or unenforceable, be deemed not to form part of this agreement, without affecting the remaining provisions of this agreement or the remaining provisions of the affected part, as the case may be.

## The Direct Debit Guarantee

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change FP Telekom will notify you 14 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by FP Telekom or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society.

Please also send a copy of your letter to us.

