



STANDARD TERMS & CONDITIONS FOR NETWORK SERVICES

These are the general terms and conditions that apply to the provision to you, the Customer, by us the Service Provider, Zest CTO Group LTD, a company registered in England and Wales with company number 11824986 whose registered office is at Falcon Lodge Upper Hexgreave, Farnsfield, Newark, United Kingdom NG22 8LS for those Services detailed on the signed order form and any associated order schedules.

1. PROVISION & SUPPLY OF SERVICES

Zest CTO Group LTD undertakes to use all reasonable endeavours to supply the Services requested by the Customer subject to the Terms & Conditions laid out in this agreement and to do so will exercise the reasonable skill and care of a competent telecommunications provider.

2. CONDITIONS OF USE

2.1 The Customer agrees and undertakes;

- 2.1.1 To use the Service provided in accordance with such conditions as may be notified to them in writing by the Service Provider from time to time.
- 2.1.2 Not to cause any attachments other than those approved for connections under the Act to be connected to the Network Services and the Service Provider shall not be under any obligation to connect or keep connected any

Customer apparatus if it does not so conform or if in the reasonable opinion of the Service Provider it is liable to cause death, personal injury, damage or impair the quality of the Network Services.

- 2.1.3 Not to contravene the Act or any other relevant regulations, or licenses granted there under.
 - 2.1.4 Not to use the Network Services as a means of communication for a purpose other than that for which the Network Services are provided and as may be set out from time to time in the Service Providers literature.
 - 2.1.5 Not to use the Network Services to communicate any material which is intended to be a hoax to the emergency services or is of a defamatory, offensive, abusive, obscene or menacing character.
 - 2.1.6 Not to use the Network Services in a manner which constitutes a violation or infringement of the rights of any other party.
 - 2.1.7 To maintain its telecommunications apparatus at all times during the period of this Agreement in good working order and in conformation with the relevant standard or approval for the item as designated under the relevant section of the Act.
 - 2.1.8 To provide the Service Provider with all such information as it reasonably requests relating to the Customers telecommunications apparatus.
 - 2.1.9 To remain within all usage parameters as laid out in the description of services offered within the contract and if the Customer exceeds said parameters the Customer agrees to pay in full for any usage exceeding the parameters as well as the usage within them. For the avoidance of any doubt, the Customer acknowledges that it assumes full responsibility for all charges relating to the use of the Network Services provided regardless of whether such use is authorised, unauthorised, fraudulent or otherwise.
- 2.2 If any equipment is installed or provided by or on behalf of the Service Provider for the purposes of providing the Network Services, the Customer undertakes not to alter or move such equipment or any part thereof without the Service Providers prior written consent.
- 2.2.1 Any equipment detailed under the Equipment Schedule shall be subject to the terms and conditions detailed separately under the Terms & Conditions of Equipment Rental
- 2.3 Unless the Customer has paid an invoice in full transferring ownership of equipment, the Customer agrees that any equipment installed or provided by or on behalf of the Service Provider shall at all times remain the property of the Service Provider and shall be returned to the Service Provider forthwith, at



the cost of the Customer, upon request. The Customer shall be liable for any equipment not received back by the Service Provider under this clause.

2.4 The Customer shall indemnify the Service Provider against all liabilities, claims, damages, losses and expenses arising from the use by the Customer of the Network Services in breach of this agreement.

2.5 This clause 2.5 shall apply to the Number Translation Service.

2.5.1 The Customer hereby acknowledges that the telephone numbers allocated as part of the Number Translation Service do not belong to the Customer and the Customer accepts that it shall not acquire any rights whatsoever in any such telephone numbers and the Customer shall make no attempt to apply for registration of the same as a trade or service mark whether on its own or in conjunction with some other words or trading style.

2.5.2 The Service Provider shall be entitled for operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on the Service Provider by the Licenses or by any other competent authority to withdraw or change any telephone or code (or group thereof) allocated to the Customer as part on the Number Translation Service provided that the service provider gives the Customer the maximum period of notice in writing thereof practicable in the circumstances.

2.5.3 The Customer acknowledges and agrees that any Number Translation Service including any telephone numbers provided as part of that service shall only be provided by the Service Provider and available for use by the Customer for the duration of this Agreement.

3. ACCESS & DATA PROTECTION

3.1 To enable the Service Provider to exercise its obligations under this Agreement:

3.1.1 The Customer shall permit or procure permission for the Service Provider and any other person(s) authorised by the Service Provider to have reasonable access to its premises and its telephone system and other equipment and shall provide such reasonable assistance as the Service Provider requests.

3.2 At the Customer's request, the Service Provider may agree to work outside normal working hours and the Customer shall pay the Service Provider's reasonable charges for complying with such a request.

3.3 If the Customer requests maintenance or repair work which is found to be unnecessary, the Customer may be charged for the work and the costs incurred. The Service Provider will make the Customer aware of the possibility of charges before agreeing to schedule such work and charges will be invoiced in arrears via the monthly invoice for Network Services.

3.4 Data collected under this agreement that may be deemed as personal data or that falls under existing Data

Protection Legislation, may on occasion be required to be passed to third parties. Additionally, from time to time the Service Provider may also communicate to the customer details of products and/or services which we believe may be of interest. The Customer by entering into this agreement permits the Service Provider to share their data with those third parties with whom it is necessary in order to fulfil the provision of services under this agreement.

4. CONTRACT TERM

Each Service Contract shall commence at the time that the order form is signed. The initial term (occasionally referred to as the minimum term), of the contract shall commence from the Connection Date of the service. Please see section 7 for reference to contract termination before the Connection Date, within the Initial Term and after the Initial term.

5. CHARGES & PAYMENTS

5.1 The Customer agrees to pay for the Network Services from the Connection Date

5.2 The Customer shall be invoiced monthly by the Service Provider and agrees to pay charges within 14 days of receipt of invoice.



- 5.3 Rental charges are invoiced either in advance of the month to which they relate or in the month itself, dependent upon the service provided. All usage charges are invoiced in arrears.
- 5.4 Usage charges will be as detailed in the Service Provider's price list as varied from time to time.
- 5.5 Usage charges payable shall be calculated by reference to data recorded or logged by or on behalf of the Service Provider and not by reference to any data recorded or logged by the Customer. The Service Provider shall have the right to alter the charges in the Service Provider's price list from time to time by giving the Customer not less than 30 days' notice. This notice will be given via direct communication with the Customer, by provision of a link to the Service Providers website or by way of information on the monthly invoice.
- 5.6 The Service Provider also reserves the right to levy the following charges;
 - 5.6.1 A non-direct debit payment charge of £5 per invoice
 - 5.6.2 A paper invoice charge of £8 per invoice
 - 5.6.3 A late payment charge of £10 per invoice
- 5.7.4 A failed direct debit charge £10 per invoice
- 5.8 The Service Provider reserves the right to charge daily interest on amounts outstanding 14 days after invoice until payment in full is received, at a rate equal to 4% per annum above the Bank of England Base Rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this Agreement.
- 5.9 You must tell us within one calendar month of the invoice date, in writing should you dispute anything appearing on your invoice, failing which the invoice will be deemed agreed and accepted. Should a query be found an invoice leading to prior months' invoices being queried, Zest CTO Group LTD will not raise a credit for any charged levied more than six months prior to the date of the query being raised.
- 5.10 All sums referred to in this Agreement are exclusive of Value Added Tax and any taxes of a similar nature which may from time to time be introduced.
- 5.11 Payment of all sums due to the Service Provider shall be made without any setoff whatsoever.

6. SUSPENSION OF SERVICE

- 6.1 The Service Provider may at its sole discretion elect to suspend forthwith provision of the Network Services until further notice without compensation having given the Customer notice as described in the Service Providers Code of Conduct and under the circumstances either orally (confirming such notification in writing) or in writing in the event that:
 - 6.1.1 The Customer is in breach of a material term of this Agreement including for the purposes of this Agreement its failure to pay charges to the Service Provider on the due date
 - 6.1.2 The Service Provider is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authorities
 - 6.1.3 The Service Provider suspects that the Network Services are being used fraudulently
 - 6.1.4 The Service Provider is entitled to suspend provision of any other telecommunications service under the terms of any other agreement with the Customer
- 6.2 The Customer shall reimburse the Service Provider for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of the Network Services as appropriate, but only where the suspension is implemented as a consequence of breach, fault or omission of the Customer.
- 6.3 The minimum charge incurred under 6.2 above will be £20.

7. TERM & TERMINATION

- 7.1 As outlined in 4.1, the minimum term commences upon the Connection Date which is usually the date Zest CTO Group LTD makes available the service provided for use by the customer and the date on which it begins to be invoiced to the Customer. On occasion, the Connection Date may precede the



“Live” date of a service (where it becomes available for customer use), where in certain circumstances services are required for testing at either customer, network or Zest CTO Group LTD level.

- 7.2 Either party may terminate such Service Contract by giving ninety (90) days written notice to the other, such notice to expire no earlier than the end of the Initial Term. In the case of termination by the Customer, any such written notice shall not be effective unless (i) given by email to the Service Provider by an authorised member of the Customer, providing full details of the Service Contract including all circuit details and addresses to be terminated, and (ii) The Service Provider has confirmed such termination notice by email within three working days of its receipt.
- 7.3 If the Customer terminates the contract within the agreed term, the Customer will be charged the remaining rental of the lines or circuit contract. In the case of usage charges, a monthly average will be taken from the last 3 months usage charges and the Customer will be charged this monthly average for the remaining months of the contract period. 7.4 For Terminations after the Initial Term, the Service Provider reserves the right to charge a Cease Fee for each itemised service being terminated. This fee is to cover charges passed to the Service Provider by the Network Provider and can vary depending upon service provided but will be no more than £20 per service or in cases where all services are ceased/migrated away from the Service Provider £200 in total.
- 7.4 In addition to the Service Provider’s other rights, the Service Provider may end any Service Contract and/or suspend the provision of any Service under a Service Contract:
 - 7.4.1 Immediately following the expiry of 14 days’ written notice from the Service Provider to the Customer for nonpayment of any Charges and payment has not been made following such notice; or
 - 7.4.2 Immediately in writing if the Customer materially breaches these Terms, any Service Contract or any other agreement the Customer has with the Service Provider (or if such breach is capable of being remedied, after expiry of written notice requiring such breach to be remedied within 14 days and the Customer has failed to remedy such breach); or
 - 7.4.3 Immediately if bankruptcy or insolvency proceedings are brought against the Customer (or its parent company), a receiver or administrator is appointed over any of the Customer’s (or its parent company’s) assets or the Customer (or its parent company) goes into liquidation or enters into a voluntary arrangement with its creditors other than for the purposes of reorganisation (or any similar event in its country of incorporation takes place); or
 - 7.4.4 As soon as required if the Service Provider is obliged to by a decision or direction of any governmental body or regulatory authority.
 - 7.4.5 Notwithstanding anything to the contrary expressed or implied in the Agreement the Service Provider (without prejudice to their own rights) may terminate this Agreement forthwith in the event that any license under which the Customer has the right to run its telecommunication system and connect it to the Network Services is revoked, amended or otherwise ceases to be valid.
 - 7.4.6 Upon termination of a Service Contract, all Charges incurred by the Customer for the use of the Services up to the date of termination shall be due and payable in full and on demand and the Customer shall have no right to withhold, deduct or set off any such amounts.
- 7.5 Upon termination of a Service Contract for whatever reason the Customer shall immediately stop using the Services prescribed in such Service Contract and the Customer’s right to use such Services shall immediately terminate
- 7.6 Termination or expiry of a Service Contract shall not affect any accrued rights or obligations or those intended to be of a continuing nature or to come into force upon termination or expiry.
- 7.7 Where the Service Provider suspends for Customer breach and subsequently reconnects Services the Customer may be liable for a reasonable reconnection fee which shall be notified to the Customer in advance.
- 7.8 If the Customer cancels an order, or requests that an order already placed is significantly modified (e.g. changes in address; Service type; point of presence or presentation), prior to the Connection Date, as defined in the relevant Service Contract, then notwithstanding the Service Provider’s other rights



pursuant to the Service Contract, the Customer shall pay all costs incurred by the Service Provider as a result of such cancellation or modification (this includes any rejected transactions). The amount payable may include charges to the Customer for all costs which the Service Provider has incurred in relation to the intended provision of the Services (e.g. costs associated with network or infrastructure builds or obtaining wayleaves) on and prior to the date upon which it receives the early cancellation request from the Customer. In addition to this, the Service Provider reserves the right to levy a £100 cancellation fee for each service being cancelled.

7.9 If the Customer cancels a Service without cause after the Connection Date and prior to the end of the Initial Term, then Zest CTO Group LTD reserves the right to invoice all charges that would have been payable until the end of the Initial Term (together with any relevant notice period) which shall immediately become due and payable.

7.10 If the Customer breaches clause 2.1.9 the Service Provider can with immediate effect withdraw the benefits of the service without recompense for the Customer.

8. LIABILITY

8.1 Nothing in this Agreement shall exclude or restrict the Service Provider's liability for death or personal injury resulting from the negligence of the Service Provider or of its employees while acting in the course of their employment with the Service Provider.

8.2 Neither party shall be liable to the other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever.

8.3 The Service Provider's liability in contract, tort or otherwise arising out of or in connection with the performance of its obligations under this Agreement shall be limited to £1 million for any one incident or series of incidents and £2 million in aggregate.

8.4 The Service Provider shall not be liable to the Subscriber for any breach of any provision of this Agreement caused by any reason outside the control or responsibility of the Service Provider including without limitation the failure of any third party public telecommunications operator or network carrier to provide network capacity (or any element thereof) to the Service Provider on which it was reliant for the purposes of this Agreement (whether in breach of contract or otherwise) any Act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightening or fire, strike, lockout, trade dispute or labour disturbance, any act or omission of Government, highways authorities, or other competent authorities.

9. DISPUTE

9.1 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

10. FORCE MAJEURE

If the Service Provider cannot fulfil, is delayed in fulfilling or is interrupted in continuing to fulfil its obligation under the Agreement due to matters beyond its reasonable control such as but not limited to, lightning, flood, exceptionally severe weather, fire, explosion, civil disorder, war, military operations, national or local emergency, anything done by a government or other competent authority, acts or omissions of Network Providers, or industrial disputes of any kind, no liability can be placed upon the Service Provider.

11. ASSIGNMENT

The Service Provider may, but the Subscriber shall not (without the prior written consent of the Service Provider such consent not to be unreasonably withheld or delayed), assign or delegate or otherwise deal with all or any of its rights or obligations under this Agreement.



12. NO WAIVER

Failure by either party to exercise or enforce any right conferred by this agreement shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement of any such other right on any later occasion.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts. Any terms that would be implied herein by statute or common law shall be excluded to the fullest extent permitted by law.

14. GENERAL

14.1 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either party, whether oral or written. This

Agreement may be modified upon the Service Provider giving to the Customer not less than 30 days prior written notice thereof.

14.2 By signing the Order Form the Customer thereby agrees to the total exclusion of all of its own terms and conditions of business from this Agreement.

14.3 Any notice, invoice or other document which may be given by either party under this Agreement shall be in writing (except as provided otherwise) and shall be deemed to have been duly given if addressed to the party to which it is to be given and if left at or delivered by prepaid mail, telex or facsimile (provided that such facsimile is then confirmed by prepaid mail) to that party's address as shown on the Order Form or in either case at such other address as has been notified by one party to the other.

14.4 Any director or representative of a limited company who signs on behalf of the Subscriber will be deemed an authorised signatory and thereby guarantee the Subscriber's acceptance of its obligations under this Agreement.

15. DEFINITIONS & INTERPRETATION

Under this Agreement the following terms shall have the following meanings;

“Act” means the Telecommunications Act 1984, The Communications Act 2003 and / or other requirements issued by Ofcom from time to time.

“Agreement” means the agreement between the Customer and us, Zest CTO Group LTD as per the “Order Form” or agreed quotation.

“Connection Date” means the date when Zest CTO Group LTD begins to invoice for the service provided. If a Network Provider is involved, it is on this date the service becomes available to Zest CTO Group LTD.

“Customer” means the person, firm, or company that has subscribed to the Service Provider for Network Services. In this agreement the Customer may also on occasion be referred to as the Customer. For the avoidance of all doubt these are taken to mean the same in relation to the particulars of this agreement.

“Initial” or “Minimum” Term means the length of the Agreement between the Customer and Zest CTO Group LTD that commences on the Connection Date of a service.

“Live Date” means the date a Network Service is available to a Customer. Often but NOT always the same as the Connection Date.

“Network Provider” means the ultimate provider of the Network Service which Zest CTO Group LTD uses to fulfil its obligations under this agreement.

“Network Services” means the service to which the Customer has subscribed to Zest CTO Group LTD for on the Order Form and for which charges are levied under this agreement. This provider of these services can be Zest CTO Group LTD themselves or a Supplier of Zest CTO Group LTD choosing.

“Number Translation Service” means any telecommunications service provided by the Service Provider which commences with a nongeographic code requiring translations by the Service Provider for onward routing to the



Customer and including services such as 0800 free phone, local rate, national rate and premium rate telephone call facilities.

“Order Form” means the document which sets out the details and particulars of all parties in the Agreement and the Network Services required under it. This includes any Order Schedules referred to on the Order Form.

“Service Contract” means the contract between the Customer and the Service Provider, for the Agreement as per the

Order Form to which these terms and conditions apply.

“Service Provider” means Zest CTO Group LTD and includes the employees and agents of Zest CTO Group LTD.