



TERMS AND CONDITIONS FOR LEAST COST ROUTING SERVICES SUPPLIED BY M-LINE LTD TRADING AS AND PROVIDING BILLING SERVICES FOR FIRE COMMUNICATIONS

1. PROVISION OF SERVICE

M-Line Ltd of 12 Trinity Crescent, London SW17, ("M-Line"), agrees to provide the telecommunications service or services indicated (the "Services") to the legal person named in Section 1 overleaf ("the Customer") and the Customer agrees to use the Service on the terms set out in this Agreement (the "Agreement"). M-Line shall be entitled to vary the Services for technical, operational and other valid reasons.

2. DURATION OF AGREEMENT This Agreement shall come into full force and effect from the date of acceptance confirmed to the Customer by M-Line and shall continue unless terminated by either party giving to the other not less than one month's prior written notice.

3. CHARGES AND PAYMENT

3.1 Pricing the Services shall be as stated in M-Line's tariff as current from time to time. Prices are subject to VAT. Prices are subject to change and M-Line shall advise the Customer promptly. All sums due to M-Line under this Agreement shall be paid in full by the Customer without any set-off whatsoever. All charges payable under this Agreement shall be calculated by reference to data recorded or logged by M-Line and not by reference to data recorded or logged by the Customer.

3.2 The Customer shall be invoiced monthly by M-Line for all charges under this Agreement incurred in the preceding monthly period. All charges must be paid either by variable direct debit from a current account maintained by the Customer at a UK branch of a bank or building society, or by being charged under a standing arrangement or by such other method as is agreed between the parties. All customers will receive an invoice and statement. Payment in full is due within fourteen (14) days of the invoice date, but M-Line shall have the right to request payment on demand if the Customer fails to make timely payment of previous invoices. The time of payment of all sums due to M-Line under this Agreement shall be of the essence of this Agreement.

3.3 If any direct debit or account payment collection by M-Line is unsuccessful, the Customer must pay any administrative charges incurred by M-Line and a late payment charge of 1.5% per month on any unpaid overdue balance.

4. USE OF SERVICE

4.1 The Customer undertakes to use the Services in accordance with such conditions as may be notified in writing to the Customer by M-Line from time to time and in accordance with the relevant provisions of the Telecommunications Act 1984 ("the Act"), any other applicable laws and regulations, and any directions of the Director General of the Office of Telecommunications or other competent authority and any licence which governs the running of a telecommunications system by the Customer. The Customer undertakes not to use the Services as a means of communication for a purpose other than that for which the Services are provided and as may be set out from time to time in M-Line's service literature; or for the transmission of any material which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character; or in a manner which constitutes a violation or infringement of the rights of any other party (including but not limited to rights of copyright and confidentiality).

4.2 The Customer shall indemnify M-Line against all liabilities, claims, damages, losses and expenses arising from or in any way connected with any such use as prescribed in this Condition 4.

4.3 The Customer undertakes that any Customer telecommunications apparatus shall be in good working order and conform at all times to the relevant standard or approval for the time being designated under Section 22 of the Act and the Customer shall at all times comply with the conditions of such standard or approval. M-Line shall not be under any obligation to connect or keep connected any Customer apparatus not conforming in M-Line's reasonable opinion to the provisions of the Act. If requested by M-Line the Customer shall provide M-Line with all reasonable information relating to any Customer apparatus.

4.4 The Customer shall be responsible at all times for the safety, safe custody and safe use of the Services and the Customer undertakes not to use the Services in contravention of the Act or any other relevant regulations or licenses and to use the Services solely in accordance with such written instructions as may be issued by M-Line from time to time.

5. PROVISION OF AUTODIALLER EQUIPMENT (IF APPLICABLE) In the event that M-Line agrees to let on hire and maintain any equipment as described overleaf and the Customer agrees to rent such equipment from M-Line, the following terms and conditions shall apply:-

5.1 M-Line or its appointed agent shall deliver the equipment to the Customer. Any delivery date specified shall be treated as an estimate only and whilst M-Line will take all reasonable steps to ensure delivery within the period quoted, such date shall be treated as an estimate only and shall not be a term of this Agreement. Neither M-Line nor any appointed agent of M-Line accept any liability for failure to meet the delivery date.

5.2 M-Line or its appointed agent shall either install the equipment at the Customer's site or provide the Customer with suitable instructions to enable the Customer to make the installation. The equipment shall at all times remain the property of M-Line and at all times the Customer shall advise any third party that the equipment is the property of M-Line.

5.3 The Customer shall be responsible for the equipment while it is in the Customer's custody and shall indemnify M-Line for any loss or damage to the equipment save that the Customer shall not be responsible for any loss or damage attributable to the wilful act, fault or omission of M-Line or its appointed agent. It shall be the responsibility of the Customer to notify M-Line immediately of any loss or damage to the equipment.

5.4 Upon notification of a fault, M-Line shall use its reasonable endeavours, during its own or its appointed agent's normal working hours, to attend to such fault provided that the fault has arisen from the normal use of the equipment.

5.5 M-Line has no responsibility for faults arising from the Customer's negligence or default, any act or omission associated with any other telecommunications system not run by M-Line; or any other cause beyond the control of M-Line

5.6 M-Line shall have the right to charge the Customer in the event that the need for maintenance results from any of the events in Condition 5.5.

5.7 The Customer agrees not to carry out or to procure the carrying out of any alterations, modifications, replacements, extensions, attachments, additions or otherwise alter the equipment in any way except with the prior written consent of M-Line, which consent will not be unreasonably withheld. Any alterations and changes as aforesaid will, if appropriate, be carried out by M-Line or its appointed agents.

6. ACCESS (IF APPLICABLE) To enable M-Line to fulfil its obligations under this Agreement M-Line and its authorised representatives may require access to the Customer's premises to inspect and maintain applicable apparatus. M-Line will normally request for any such access only during normal working hours. At the Customer's request, M-Line may agree to work outside its normal working hours.

7. CHANGES TO SITES FOR THE PROVISION OF SERVICE

7.1 If the Customer, through its authorised representative, serves a written request on M-Line for the services to be moved from the main site to which the services are being provided to some other address or installed at an additional site or sites, M-Line shall use its reasonable endeavours to install the service at such site(s) within 15 working days. If the Customer requires M-Line to install or remove the services from any additional site which is connected by manual dialling M-Line shall use its reasonable endeavours to install or remove the services within 2 working days of receipt of the Customer's written request.

7.2 M-Line shall be entitled to accept such instructions for service to be provided at additional or alternative site(s) or the removal of the service from a site from any director or partner of the Customer (as the case may be) or any other person representing themselves as having such authorisation on behalf of the Customer.

8. LIABILITY

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

8.2 Subject to the Condition

8.3 M-Line shall be liable for damage to the property of the Customer caused by any negligent act or omission of M-Line or its employees provided that such liability of M-Line in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of M-Line's obligations under this Agreement shall be limited to £2,000 for any one incident or £5,000 for any series of incidents arising from a common cause in any twelve month period. **8.3** M-Line shall not be liable to the Customer in contract, tort or otherwise including any liability for negligence, for; any loss of revenue, business, anticipated savings or profit or for any indirect or consequential loss howsoever arising.

8.4 In the event of any failure in the Services, M-Line shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another carrier.

8.5 The provisions of this Condition 8 shall continue to apply notwithstanding the termination of this Agreement.

9. AVAILABILITY M-Line will use all reasonable endeavours to ensure that the Services are available for use by the Customer in accordance with the Service standards for the time being set out in M-Line's service literature.

10. TERMINATION

10.1 Without prejudice to their rights under this agreement, M-Line and the Customer shall have the

right to terminate this Agreement forthwith in the event that:-

10.1.1 the other party is in default in its performance or observance of any of its obligations under this Agreement and, in the case of a remedial breach, fails to remedy the breach within a reasonable time specified by the non defaulting party in its written notice to do so; or

10.1.2 an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed of any of the other party's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make up a winding-up order.

10.2. Without prejudice to its other rights, M- Line shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that the Customer fails to make any payment when it becomes due to M-Line.

10.3 In the event of termination by M-Line under Condition 10 M-Line shall be entitled to recover from the customer all costs, losses and expenses incurred by M-Line, including but not limited to, the cost of removing any M-Line equipment from the Customer's premises (if applicable).

11. SUSPENSION OF SERVICES

11.1 M-Line may at its sole discretion elect to suspend forthwith the provision of the Services until further notice without liability to the Customer on notifying the Customer either orally, (confirming the same in writing) or in writing in the event that:

11.1.1 the Customer is in breach of any term of this Agreement; or

11.1.2 the Customer prevents or delays pre-arranged maintenance from being carried out;

11.1.3 M-Line is obliged to comply with an order, instruction or request of government, an emergency service organisation or other competent authority; or

11.1.4 the Customer is suspected, in M- Line's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Services.

11.2 Any exercise by M-Line of its right of suspension under this Condition 11 shall not exclude M-Line's right to terminate this Agreement.

11.3 The Customer shall pay to M-Line all reasonable costs and expenses incurred by M- Line as a result of the suspension of Service hereunder and the reconnection of the provision of Service as may be applicable.

12. ASSIGNMENT This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of M-Line, such consent not to be unreasonably withheld, nor shall the Customer be entitled to sub-contract the Service to any third party unless such party is a subsidiary or holding company of the Customer or in the same group of companies as the Customer.

13. FORCE MAJEURE Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including, but not limited to any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of government, highways authorities, other telecommunications operators or administrators or other competent authorities, war, military operation, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of equipment.

14. ENTIRE AGREEMENT This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by M-Line and the Customer.

15. 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 operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion.

16. NOTICES

16.1 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left at or sent by post or facsimile transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.

16.2 M-Line's address for service of any notice hereunder shall be such address as appears on the last invoice rendered to the Customer or such other address as may be prescribed by M- Line for that purpose.

17. GOVERNING LAW This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Ends