



TERMS AND CONDITIONS FOR O2 LINK SERVICE

1. DEFINITIONS

1.1 In this Contract unless the context otherwise requires:

"O2" means O2 (UK) Limited;

"O2 Application For Service Form" means the Form used by the Customer to apply for Service and which incorporates these terms and conditions;

"O2 Fault Repair Service" means the service of dealing with the faults in Service set out in clause 7;

"O2's Licensed Area" means the United Kingdom;

"O2 Link" means the generic name given by O2 to the Private Circuit services which O2 offers to its customers;

"O2's Telecommunications Apparatus" means telecommunications apparatus provided by or on behalf of O2;

"O2 Network" means telecommunications systems run by O2 under its Licence;

"Closed User Group" means those mobile telephone numbers which have been specified as the only mobile telephone numbers permitted to use a Private Circuit supplied under Private Circuit Service and where that Private Circuit has been restricted so as to prevent the conveyance of calls from mobile telephone numbers other than those specified to be permitted to use that Private Circuit.

"Connecting Point" means a block terminal, a socket for removable plug, a distribution frame, or any other device, supplied, installed and maintained by or on behalf of O2 in the Customer's Premises to facilitate the connection of Equipment to Service;

"the Contact Telephone Number" means the telephone number referred to as such on the O2 Application For Service Form or such other telephone number as may be notified to O2 from time to time;

"Contract" means the contract between O2 and the Customer incorporating these conditions, O2's Price List and the O2 Application For Service Form;

"Contract Start Date" means the date when O2 completes the provision of the Private Circuit;



"Customer" means the customer whose details are set on the O2 Application For Service Form and with whom O2 makes this Contract;

"Equipment" means equipment which is not part of O2's Telecommunications Systems and which the Customer uses with the Service;

"failure of a Private Circuit" means any failure of the Customer's Private Circuit causing continuous total loss of the ability to convey messages, but does not include the loss of such ability arising as a result of O2's suspension of Service under any provision of this Contract;

"Licence" means any licence (including that licence as from time to time amended) granted or having effect as if granted under the Telecommunications Act 1984, the Cable and Broadcasting Act 1984 or the Wireless Telegraphy Act 1949, or any replacement or re-enactment of any of them, or any similar licence;

"Premises" means the premises at which Service is or is to be provided under this Contract;

"Private Circuit" means a terrestrial telecommunications link between two or more specified points one of which is a point of connection to the O2 Network and which is provided to the Customer by or on behalf of O2;

"Service" means the Private Circuit Service referred to on the O2 Application For Service Form which O2 provides either by means of a Private Circuit or by other means not using one of O2's public switched telecommunications systems together with, in either case, where applicable, any services and facilities provided by O2 for the Customer in connection with Service and which are set out in O2's Price List;

"Target Service Date" means the date as set out on the O2 Application For Service Form which is O2's estimate of the date on which it expects to complete provision of the Private Circuit;

"Telecommunications Apparatus" has the same meaning as in Paragraph 1(1) of the Telecommunications Code contained in Schedule 2 of the Telecommunications Act 1984; and words in the singular include the plural and vice versa.

1.2 O2's Price List contains notes and terms and conditions which form part of this Contract where relevant. Copies can be seen or obtained at any of O2's main offices.

2. PROVISION OF SERVICE

2.1 O2 agrees to provide the Customer with Service on the terms and conditions of this Contract which set out the entire Contract between O2 and the Customer.

2.2 For operational reasons O2 may vary the technical specification of Service.



- 2.3 It is technically impracticable to provide a fault free Service and O2 does not undertake to do so. O2 does undertake certain obligations with regard to faults in Service in accordance with the O2 Fault Repair Service described in clause 7 below.
- 2.4 Requests made to O2 relating to the provision of Service are, unless otherwise agreed, to be made or confirmed in writing.
- 2.5 O2 agrees to provide a Private Circuit by or as soon as reasonably possible after the Target Service Date. If the Customer requests a change to the specification of a Private Circuit before provision is complete, the date by which O2 agrees to provide the Private Circuit to the new specification will become the Target Service Date.
- 2.6 Any other date proposed by O2 for the provision of Service or a facility is to be treated as an estimate only and O2 accepts no liability for failure to meet it.
- 2.7 Where, at the request of the Customer, any work to provide Service is done outside O2's normal working hours, the Customer will pay a charge for such work calculated at O2's applicable hourly rate.
- 2.8 If O2 agrees any change in Service this Contract is to be treated as varied accordingly.

3. PERIOD OF CONTRACT

- 3.1 The Initial Contract Period of this Contract is the period specified in the Application Form and shall begin on the Contract Start Date.
- 3.2 At the end of the Initial Contract Period or at the end of any subsequently agreed fixed period, if the parties have not agreed a further fixed period, this Contract will continue for further subsequent periods of one year unless the customer shall have given at least one month's written notice to O2 prior to the end of the relevant fixed period of its wish to terminate this Contract in which case it will terminate at the end of the relevant year. The Customer may be giving O2 at least one month's written notice after the start of any such year's extension request that the Contract be renewed for a period of 3 years from the last renewal date.

4. PROVISION OF SERVICE BY SPECIAL MEANS

- 4.1 Where in order to meet the Customer's requirements:
 - 4.1.1 O2 considers it appropriate or necessary in the circumstances applying to provide Service, wholly or in part, by means on non-standard apparatus, apparatus constructed by non-standard or exceptionally expensive methods or at substantially greater expense than it normally incurs, so as to render its standard tariffs inappropriate, or



- 4.1.2 at the Customer's request, Service is provided at greater expense by reason of the type of materials used, the length, or the manner of installation, than O2 normally incurs, O2 may determine in addition to any standard charge payable a supplementary rate of rental or other charge or both in relation to the relevant application for Service. O2 will inform the Customer by notice in writing of the extra rate of rental or other charge and the Customer may, in a case where clause 4.1.1 applies, within 14 days of the date of O2's notice cancel the application by written notice. If this clause 4.1 applies to the provision of a Private Circuit, the Contract Start Date will be the date agreed in writing by O2 and the Customer.
- 4.2 A rate of rental or other charge determined under clause 4 may be in addition to or instead of any applicable standard rates of rental or other charges for Service.
- 4.3 O2 may determine in an individual case (having regard to the non-standard nature or proposed special means of provision of the Service or facility in question, or the circumstances of the proposed provision, or the interests of other customers or users of Service) that it is necessary or appropriate that special terms and conditions will apply in addition to, or instead of, any terms and conditions of this Contract. O2 will inform the Customer concerned by notice in writing of the special terms and conditions and the Customer may in a case where clause 4.1.1 applies within 14 days of the date of O2's notice cancel the application by written notice. In any conflict between any terms and conditions determined in accordance with this clause and this Contract as a whole, the special terms and conditions will prevail.

5. O2'S GENERAL POWERS

Occasionally, O2 may:

- 5.1 in an emergency, suspend Service temporarily in order provide or safeguard service to a hospital or to the emergency, or other essential services;
- 5.2 temporarily suspend Service for the purpose of alteration of O2's Telecommunications Apparatus to permit the passage of vehicles with abnormal loads;
- 5.3 temporarily suspend Service for the purpose of repair, maintenance or improvement of O2's Telecommunication Systems and Telecommunications Apparatus; and
- 5.4 give the Customer instructions about the use of Service which O2 thinks are in the interests of health, safety or of the quality of Service to O2's other customers.

Wherever possible, O2 will give the Customer as much notice as possible before doing any of the above things and O2 will restore Service as soon as possible after temporary suspension.



6. THE CUSTOMER'S RESPONSIBILITY FOR TELECOMMUNICATIONS APPARATUS

Any Telecommunications Apparatus supplied under the Agreement shall remain O2's property at all times. The Customer is responsible for O2's Telecommunications Apparatus placed within the boundary of the Customer's Premises and for its proper use; if any part of O2's Telecommunications Apparatus is lost, destroyed or damaged (except for fair wear and tear) the Customer must pay O2's charge for its replacement and/or repair. The Customer must not interfere with it nor permit anybody else (except someone authorised by O2) to do so.

7. O2 FAULT REPAIR SERVICE

7.1 The O2 Fault Repair Service applicable to O2 Links are set out in the Service Schedule, attached to this Contract.

8. CONNECTION OF EQUIPMENT

8.1 Customer's Equipment must only be connected to O2's Telecommunications Systems using Connecting Points unless O2 agrees otherwise. O2 may end any such agreement after giving the Customer reasonable notice.

8.2 Customer's Equipment must only be used with O2's Telecommunications Systems in a way that meets the relevant standards and licenses applicable to the Customer. If the Customer's Equipment does not meet those standards or any licence the Customer must immediately disconnect it or allow O2 to do so at the Customer's expense. If the Customer asks O2 to test the Customer's Equipment to make sure that it meets those standards or any licence, the Customer must pay O2 the charge set out in O2's Price List.

9. ELECTRICITY AND ACCOMMODATION

9.1 O2 will have to place O2's Telecommunications Apparatus on the Customer's Premises to provide Service. The Customer must provide a suitable place and conditions for O2's Telecommunications Apparatus. The Customer must prepare the Premises before Service is provided according to any instructions O2 gives the Customer. When O2's work is completed the Customer will be responsible for putting items back and for any necessary redecoration.

9.2 If O2 has to supply O2's Telecommunications Apparatus that needs a continuous mains electricity supply and connection points the Customer must at the Customer's expense provide them where O2 needs them.

10. MIS-USE

10.1 Service will not be used:

10.1.1 to send a message or communication which is offensive, abusive, indecent, obscene or menacing; or



10.1.2 to cause anyone annoyance, inconvenience or needless anxiety; or

10.1.3 in breach of instructions O2 has given under clause 5.4.

10.2 If O2 suspends Service for contravention of clause 10.1 it can refuse to restore Service until it receives an acceptable assurance from the Customer that there will be no further contravention.

11. LIMITATION ON USE OF SERVICE

Neither the Customer nor any other person is permitted to use Service otherwise than in compliance with the provisions of any Licence applicable to the Customer or, as the case may be, that other person in connection with the use of Service.

12. CHARGES FOR SERVICE

12.1 The Customer must pay on demand the charges for Service as set out in O2's Price List for the relevant period.

12.2 Unless this Contract provides otherwise, the Customer is responsible for all charges set out, from time to time, in O2's Price List for Service; this applies whether the Customer or someone else uses the Service.

12.3 Unless O2's Price List provides otherwise, all Charges for Service are exclusive of value added tax for which, if it is applicable, an amount will be added to the Customer's bill.

12.4 Charges for Service will commence on the Contract Start Date, unless:

12.4.1 O2 notifies the Customer of a later date for the commencement of Service when charges will be payable from the date notified; or

12.4.2 the Customer uses Service before the Contract Start Date when rental will be payable from the date the Customer first uses Service.

12.5 Except for temporary Service, the Customer must pay Charges in accordance with O2's billing cycle. If O2 begins, or ceases, Service on a day which is not the first or last day of the period by reference to which O2 charges for Service O2 will apportion charges on a daily basis for the incomplete period. Charges are payable in advance unless otherwise agreed in writing.

13. CANCELLATION

13.1 Before Service or a particular facility is provided this Contract or the provision of the facility may be cancelled by notice by:



- 13.1.1 the Customer, but O2 may make a charge for abortive work done or money spent to meet the Customer's requirements or both;
- 13.1.2 O2, if clause 22 of this Contract applies.
- 13.2 The Customer agrees that if the Customer alters the original Contract Start Date more than three times O2 may, on expiry of 7 day's written notice, treat this Contract as cancelled by the Customer under clause 13.1.1.
- 13.3 The Customer may by one month's notice in writing terminate this Contract and shall on or prior to such termination pay to O2 a sum equal to 20% of the charges for Service for the remainder of the Initial Contract Period, or of any subsequently agreed fixed period, as appropriate.

14. DEFAULT

14.1 If the Customer:

- 14.1.1 does not pay any charge within 28 days of it falling due or breaks this Contract in any other way; or
- 14.1.2 does not pay any charge within 28 days of it falling due to O2 under any other contract with O2; or
- 14.1.3 is subject to bankruptcy or insolvency proceedings; or
- 14.1.4 does not prevent Service being used in a way forbidden by this Contract, particularly clauses 10 and 11;

O2 can (without losing or reducing any other right or remedy) suspend Service (including partially) temporarily without notice, though the Customer remains liable to pay rental during the suspension, or terminate this contract by immediate notice or both. If O2 suspends Service because the Customer does not pay any charge, then any further suspension within a period of 12 months following restoration of Service may take place 14 days after a failure to pay instead of after 28 days.

- 14.2 "Bankruptcy or insolvency proceedings" means bankruptcy proceeding or in Scotland sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure; or if the Customer is a company, being the subject of proceeding for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver or any assets appointed.



- 14.3 On termination under clause 14.1 as well as other sums payable up to the end of the Contract, the Customer must pay O2 the rental or other charges which would have been payable for the remainder of the appropriate minimum period of Service at the rate in force at termination but O2 will make due allowance for any rental the Customer has paid in advance for a period ending after the termination date or the end of the minimum period of Service whichever is later, and make a repayment where appropriate.
- 14.4 The Customer continues to be liable to pay all charges which are due for Service during any period in which the Customer does not comply with this Contract.
- 14.5 If O2 waives a breach of contract by the Customer, that waiver is limited to the particular breach. O2's delay in acting upon a breach is not to be regarded in itself as a waiver.
- 14.6 O2 shall be entitled to charge interest at a rate of 2% per annum above the base lending rate from time to time of Barclays Bank plc from the due date for payment until the date of actual payment on any Charges payable under this Contract which are not paid within 28 days of the due date for payment.

15. TERMINATION OF SERVICE BY NOTICE

If the Customer by notice to O2 terminates this Contract before the end of the fixed period specified on the O2 Application For Service Form or before the end of any subsequent Fixed period the Customer must in addition to any other charge which may be payable pay the relevant charges in respect of such termination as specified in O2's Price List.

16. PERMISSION TO ENTER PROPERTY

- 16.1 If O2's engineers have to enter the Premises the Customer must let them do so as long as they show their O2 Identity Card. O2 will meet the Customer's reasonable requirements about the safety of people on the Premises.
- 16.2 If O2 needs someone else's permission to cross or put O2's Telecommunications Apparatus on that person's premises, the Customer must get that agreement for O2 and make any necessary arrangements.

17. O2'S LIABILITY

- 17.1 O2 does not exclude or restrict liability for death or personal injury resulting from O2's negligence.
- 17.2 In performing any obligation under this Contract, O2's duty is only to exercise the reasonable care and skill of a competent telecommunication service provider.



- 17.3 O2 is not liable in contract, tort or otherwise (including liability for negligence) for loss whether direct or indirect of business, revenue or profits, anticipated savings, goodwill or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatever.
- 17.4 O2's liability in contract, tort or otherwise (including liability for negligence) under or in connection with this Contract is limited to £1 million for any event or series of related events and £2 million for all events in any period of 12 months.
- 17.5 Each provision of clause 17 operates separately in itself and survives independently of the others.

18. INDEMNITY

The Customer must indemnify O2 against all claims that anyone other than the Customer threatens or makes against O2 because of the way the Service is used or because the Service is faulty or cannot be used.

19. VARIATION OF TERMS AND CONDITIONS

O2 can from time to time change the terms and conditions of this Contract, but may not increase the amount of any charge agreed in respect of a fixed period of this Contract. O2 will publish details of any change (including the operative date) in each of O2's main offices as soon as possible and in any event not less than 2 weeks before any change is to take effect. O2 will inform the Customer with the next bill if there has been a change to O2's liability.

20. ASSIGNMENT AND SUBCONTRACTING

- 20.1 O2 and the Customer may assign the benefit of or subcontract their rights and obligations under this Contract with the written consent of the other.
- 20.2 It is agreed that:
- 20.2.1 O2 may assign this Contract to a company within the O2 Group of Companies. "Company within the O2 Group of Companies" means O2 Group Limited or one of the holding companies or subsidiaries of O2 Group Limited as defined by Section 736 of the Companies Act 1985.
- 20.2.2 O2 may subcontract any or all of its rights and obligations under this contract.

21. GIVING NOTICE

Notices given under this Contract must be delivered by hand or sent by telex or prepaid post as follows:

- (a) To O2: its registered office or any alternative address that O2 notifies to the Customer for this purpose;



- (b) To the Customer: the address to which the Customer asks O2 to send bills, the address of the Customer's Premises, or if the Customer is a limited company its registered office.

22. MATTERS BEYOND O2'S REASONABLE CONTROL

O2 is not liable for any breach of this Contract which is caused by a matter beyond its reasonable control including Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central Government or other competent authorities.

23. OPERATIVE LAW

This Contract shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English courts to which both parties hereby submit.



SCHEDULE 1

O2 LINK FAULT REPAIR SERVICE

1 FAULT REPAIR SERVICE IN RESPECT OF O2 LINK, LINK 60 AND RESILIENT LINK 60

- 1.1 The Customer must report a fault in Service by telephoning the number from time to time notified to the Customer. The Customer will at the time of report provide O2 with a Contact Telephone Number to enable O2 to advise on the progress being made to clear the fault.
- 1.2 If the Customer reports a fault in Service, O2 will carry out fault repair work during working hours (0800-1700) on Mondays to Fridays (but excluding public/Bank Holidays) and will aim to respond to a fault report received before 1700 hours on one working day by the end of the next working day. The response by O2 may include the carrying out of one or more of the following actions:
 - 1.2.1 providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
 - 1.2.2 where possible, carrying out diagnostic checks without visiting the Customer's Premises; or
 - 1.2.3 visiting the Customer's Premises or a point in O2's Telecommunications Systems only if O2's action under paragraphs 1.2.1 and 1.2.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by O2.
- 1.3 O2 will take all reasonable steps, without undue delay, to correct the fault.
- 1.4 If the Customer reports a failure of a Private Circuit where such failure results in a total loss of Service comprising the absence of any transmission of signals in one or both directions and O2 fails to remedy the failure such that the failure continues for more than two clear working days after the day upon which it has been reported to O2 by the Customer then:
 - 1.4.1 O2 shall grant a credit calculated as set out below against the charges payable for Service which credit shall be deducted from the next annual charge in respect of the annual period following the year in which the right to such credit arises, unless the credit is granted in respect of the last year during which Service is provided under this Contract in which case O2 will pay to the Customer an amount equal to the credit upon termination of the Contract or as soon as reasonably practicable thereafter; and



- 1.4.2 the credit payable pursuant to paragraph 1.4.1 is the sum of £35 in respect of each working day (Mondays-Fridays 0800-1700 hours excluding Public and Bank Holidays) beyond the first two clear working days after the day upon which the relevant failure has been reported to O2 and during which the failure continues; and
 - 1.4.3 no credit shall be payable pursuant to paragraph 1.4.1 in respect of any failure of a Private Circuit arising from any suspension of the circuit for breach of contract by the Customer or in any case where clause 5 or clause 22 applies; and
 - 1.4.4 the Customer must make application to O2 to claim any credit payable under this sub-paragraph within two months of the restoration of Service.
- 1.5 If O2 does work to correct a reported fault in Service and finds there is none, O2 may charge the Customer for the work.
 - 1.6 If O2 agrees to attend a reported fault in Service outside times for the provision of the O2 Fault Repair Service set out in paragraph 1.2 above, the Customer must pay a charge calculated at O2's applicable hourly rate.

2 FAULT REPAIR SERVICE IN RESPECT OF O2 GPRS DATALINK AND RESILIENT DATALINK.

- 2.1 The Customer must report a fault in Service by telephoning the number from time to time notified to the Customer. The Customer will at the time of report provide O2 with a Contact Telephone Number to enable O2 to advise on the progress being made to clear the fault.
- 2.2 If the Customer reports a fault in Service O2 will carry out fault repair work 24 hours per day, 7 days per week including Public/Bank Holidays. O2 will respond within 1 hour (or when fixed) of receipt of a fault report and will use all reasonable endeavours to clear the fault within 5 hours. If the fault is not cleared within this 5 hour period O2 will advise the Customer via the Contact Telephone Number of the progress being made to clear the fault. The response by O2 may include the carrying out of one or more of the following actions:
 - 2.2.1 providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
 - 2.2.2 where possible, carrying out diagnostic checks without visiting the Customer's Premises; or
 - 2.2.3 visiting the Customer's Premises or a point in O2's Telecommunications Systems only if O2's action under paragraphs 2.2.1 and 2.2.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by O2.



- 2.3 O2 will take all reasonable steps without undue delay to correct the fault.
- 2.4 If the Customer reports a failure of a Private Circuit where such failure results in a total loss of Service comprising the absence of any transmission of signals in one or both directions and O2 fails to remedy the failure such that the failure continues for more than two clear working days after the day upon which it has been reported to O2 by the Customer then:
- 2.4.1 O2 shall grant a credit calculated as set out below against the charges payable for Service which credit shall be deducted from the next annual charge in respect of the annual period following the year in which the right to such credit arises unless the credit is granted in respect of the last year during which Service is provided under this Contract in which case O2 will pay to the Customer an amount equal to the credit upon termination of the Contract or as soon as reasonably practicable thereafter; and
 - 2.4.2 the credit payable pursuant to paragraph 2.4.1 is the sum of £35 in respect of each day beyond the first day after the day upon which the relevant failure has been reported to O2 and during which the failure continues.; and
 - 2.4.3 no credit shall be payable pursuant to paragraph 2.4.1 in respect of any failure of a Private Circuit arising from any suspension of the circuit for breach of contract by the Customer or in any case where clause 5 or clause 22 applies; and
 - 2.4.4 the Customer must make application to O2 to claim any credit payable under this sub-paragraph within two months of the restoration of Service.
- 2.5 If O2 does work to correct a reported fault in Service and finds there is none, O2 may charge the Customer for the work.



SCHEDULE 2

SUPPLEMENTARY TERMS AND CONDITIONS APPLICABLE TO CUSTOMER ACCESS TO CPE ROUTERS “CUSTOMER ACCESS”

- 1 Simple Network Management Protocol (SNMP) for O2 DataLink and Resilient DataLink customers allows access by customers to the Customer Premises Equipment (CPE) routers for the purposes of customer network management.
- 2 Customer Access is a read only access facility allowing customers to:
 - Receive alerts if service is lost or faults occur and in the event of a failure customers can carry out their own first line diagnostics. This allows better fault reporting information, leading to speedier fault resolution.
 - View information on the local router interface and system statistics which helps their own proactive service management and good housekeeping.
- 3 Customer Access to routers will only be enabled on request – it will not be enabled as a default to all customers.
- 4 The request for provision of Customer Access, must be noted on the Application for Service form completed by customers either when they apply for a new DataLink or Resilient DataLink, or in respect of retrospective provisioning to an existing DataLink or Resilient DataLink.
- 5 Customer Access (which will be free of charge for all new and existing DataLink and Resilient DataLink customers) will only be provided to such customers by O2 if the Customer has:
 - (a) a Network Management System/s which is/are compatible with SNMP in place; and
 - (b) appropriately trained personnel in the set up and use of such Network Management System.
- 6 O2 anticipates that provisioning of the SNMP Access ~~should~~ will take up to 15 days when provided retrospectively, and within standard provision times if requested at the same time as the Customer places an order for a Datalink or Resilient DataLink is placed.
- 7 O2 reserve the right to apply additional charges in the event that:
 - (a) the Customer causes delay which results in the provisioning period extending beyond 15 days; or
 - (b) the Customer failing to provide appropriately trained personnel or requesting additional assistance



- 8 Such additional Charges shall be as follows:
- (a) daily charge shall be £1000.00 (+VAT) per day for on-site assistance; and
 - (b) £300.00 (+VAT) per day for remote (off-site) assistance.