

## FIXED TERMS

The following additional terms and conditions apply to the provision of the Fixed Services and the supply and installation of Equipment.

### 1 DEFINITIONS

1.1 In these Fixed Terms, in addition to the terms defined in the General Conditions, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
"CPE"	means Customer premises equipment, being equipment located at a Site, which may include Customer Equipment and Equipment;
"Customer Equipment"	means hardware, software, cabling and related facilities provided by the Customer and used by the Customer in relation to a to a Fixed Service;
"Demarcation Point"	means the point at which the Service ceases in a network, as may be defined in each Service Schedule;
"Fixed Services"	means those Services identified as a "Fixed Service" in the Service Schedules;
"Fixed Terms"	means this document entitled "Fixed Terms";
"Fixed Voice Services"	means the Landline Service, ISDN 2 Service and ISDN 30 Service;
"Hull Area"	means the area defined as the 'Licensed Area' in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc;
"Low Level Design"	means the document produced by O2 as part of the installation of the Service that defines the design and other components that make up the Service being provided to the Customer.
"Priority"	means the relevant Priority level(s) applicable to a Service as defined in the relevant Service Schedule;
"Purchase Order"	means the Customer's order for Services and/or the Customer's written acceptance of O2's quotation;
"Restoration"	means, following an Incident, the restoration of proper functioning of an applicable Fixed Service to the standard which is at least as good as it was prior to the Incident;
"Service Desk"	means the point of contact within O2 for Incidents relating to a Fixed Service;
"Service Level"	means the service level(s) for the relevant Fixed Service as set out in the applicable Service Schedule;
"Territory"	means the United Kingdom but not including the Hull Area, Isle of Man, Isles of Scilly and the Channel Isles;
"Transferring Equipment"	means Equipment in relation to which title may transfer to the Customer in accordance with clause 7.1, and which is listed in the Commercial Schedule;
"Working Hours"	means, unless otherwise specified, 09.00am – 17.00 pm on Working Days.

### 2 AVAILABILITY AND ORDERING OF FIXED SERVICES

2.1 O2 will provide the Fixed Services in the Territory.

2.2 Where the Customer wishes to order additional Fixed Services and:

- a) the pricing for additional Fixed Services is set out in the Commercial Schedule or on the O2 Website, the Customer shall place orders in writing to its O2 account manager, or other point of contact agreed between the parties for this purpose from time to time; or
  - b) the pricing is not set out in the Commercial Schedule or on the O2 Website and the Fixed Services require a separate quotation, the Customer shall request a quotation in writing from its O2 account manager, or other agreed point of contact between the parties for this purpose from time to time.
- 2.3 Where a Fixed Service requires a separate quotation under clause 2.2 b) of these Fixed Terms above, the following shall apply:
- a) the Customer shall supply any information about the nature of its requirement as O2 reasonably requires in order to prepare the quotation;
  - b) where O2 provides the Customer with a quotation, it shall constitute an offer to supply such to the Customer at the prices set out in the quotation and on the terms and conditions of this Agreement (including any additional Service Schedules and other terms referred to in such quotation), which will be open for acceptance by the Customer until the date specified in the quotation;
  - c) if the Customer accepts the offer referred to in clause 2.3 b) of these Fixed Terms, it shall issue a Purchase Order to O2. Any other standard terms and conditions of supply which may appear on, be attached to, or which may be referred to, in the Purchase Order, will have no effect, will not form part of this Agreement, and this Agreement shall take precedence to the exclusion of any such terms and conditions notwithstanding the terms of such Purchase Order; and
  - d) where the quotation referred to in clause 2.3 b) of these Fixed Terms identifies any additional Customer obligations required for the Customer to use the goods or services which are the subject of the quotation, those obligations (including, for the avoidance of doubt, any additional Service Schedules) shall form part of this Agreement and O2 shall have no liability for any failure to supply those goods and services in the event the Customer fails to comply with such obligations.
- 2.4 The Customer may request additional Equipment under this Agreement by submitting a Purchase Order in writing.
- 2.5 O2's acceptance of an order for Equipment is subject to availability and O2 may reject any Purchase Order submitted by the Customer under clause 2.4 of these Fixed Terms without any liability to the Customer. Once accepted by O2, the relevant Purchase Order may not be revoked by the Customer.
- 2.6 O2 reserves the right to add to, substitute, or to discontinue any item of Equipment at any time. O2 does not guarantee the continuing availability of any particular item of Equipment.
- 2.7 O2's Representatives are not authorised to make any warranty or representations concerning the Fixed Services unless confirmed by O2 in writing. In ordering Fixed Services pursuant to this Agreement the Customer acknowledges that it does not rely on any such representations which are not so confirmed.
- 3 CHARGES**
- 3.1 The Charges for Fixed Services may be adjusted as a result of any survey or investigation of the Site carried out by or on behalf of O2.
- 3.2 The Charges do not include special delivery costs, nor any levies and taxes payable in respect of the import of the Equipment. Any such costs incurred by O2 shall be separately invoiced by O2 to the Customer.

3.3 Unless otherwise specified, all Charges include travel, accommodation and subsistence expenses of O2 Personnel (including the cost of time spent travelling) incurred in the provision of the relevant Fixed Services.

3.4 The Charges for Equipment may be based on pricing in foreign currencies. Where this is the case, O2 shall specify the original currency, and the exchange rate used. If during the period of validity of a quotation, the prevailing exchange rate fluctuates by more than 10% from the rate used for the quotation, then O2 shall have the right to amend the proposed Charges to reflect this change.

#### **4 CUSTOMER EQUIPMENT**

4.1 The Customer shall ensure that any Customer Equipment:

- a) is technically compatible with the Network and the relevant Fixed Service including, without limitation, conforming to any interface specifications and/or routing protocols specified by or on behalf of O2;
- b) does not harm the Network, or any equipment belonging to O2 or a Third Party;
- c) is connected to the Network and the relevant Fixed Service strictly in accordance with the instructions of O2; and
- d) is used by the Customer strictly in accordance with any legislation, instructions, safety and security procedures, licences and standards.

4.2 If the Customer Equipment does not meet the requirements set out in clause 4.1 of these Fixed Terms, the Customer must immediately disconnect the Customer Equipment from the Network, the Equipment and the Fixed Services. O2 may disconnect the Customer Equipment, at the Customer's expense (providing as much prior notice as reasonably possible to the Customer) in the case of emergency or where the disconnection is required by law.

4.3 Certain elements of the Fixed Services are dependent on the Customer having suitable Customer Equipment available and in the event that the Customer is unable to provide such Customer Equipment, then:

- a) some of the Fixed Services may not function correctly; and
- b) O2 shall have no liability for the Customer's inability to receive those Services.

4.4 If the Customer asks O2 to test the Customer Equipment to make sure that it complies with the relevant standards and any licences applicable to the Customer, the Customer must pay O2 the applicable Charges set out in the Commercial Schedule or on the O2 Website.

#### **5 SITE PREPARATION, ACCESS AND INSTALLATION**

5.1 Where Fixed Services are provided to a Site, the supply of the Fixed Services and any part of them shall be subject to satisfactory results of any survey or other investigation of the Site carried out by or on behalf of O2 that O2 deems necessary in relation to the Site prior to the supply of the Fixed Services.

5.2 O2 may in its sole discretion determine that it may not be able to provide the relevant Fixed Services to certain Sites and O2 reserves the right to:

- a) cancel the element of the Fixed Services that cannot be provided and refund any money that the Customer has paid in respect of that element of the Services but continue the provision of the other elements of the Fixed Services; or

- b) cancel all Fixed Services ordered by the Customer and refund any money that the Customer has paid.

5.3 If Equipment is to be installed at a Site, the Customer shall (at its own expense):

- a) prior to installation:
  - i supply O2 with all necessary technical information regarding the Site and the Customer's operating requirements, to allow O2 to plan and arrange for installation;
  - ii prepare Sites that comply with O2's reasonable instructions including, without limitation, providing any openings in buildings;
  - iii provide any electricity and telecommunication connection points reasonably required by O2 to install the Equipment as applicable; and
  - iv obtain whatever consents or permissions may be necessary for O2 to locate the Equipment on and access the Site, including, but not limited to, permission for any necessary alterations to buildings or premises, permission to cross land or permission to put the Equipment on property,

and O2 shall be entitled to charge the Customer for any additional costs that it incurs as a result of the Customer's failure to prepare a Site as required in this clause 5.3 a) of these Fixed Terms.

5.4 The Customer shall, at all times:

- a) following a request from O2, permit an O2 Representative who produces a valid identity card and proof of authorisation from O2 such access to the Sites as is reasonably necessary for O2 to install Equipment, maintain applicable CPE and to carry out its obligations in this Agreement, including access to any utilities and power supplies that an O2 Representative may reasonably require;
- b) provide a safe working environment for O2's Representative at the Site and such labour and equipment as O2 may have specified in advance as reasonably required to enable it to perform the installation;
- c) provide a suitable place and conditions for CPE in accordance with the relevant installation standards including providing continuous mains electricity supply and connecting points and/or all necessary trunking, conduits and cable trays;
- d) provide internal cabling between any Equipment and Customer Equipment, as appropriate and all such other cabling on the Customer's side of the Demarcation Point as may be necessary to receive the Fixed Service;
- e) maintain adequate security policies and insurance in relation to the CPE and will provide evidence of such if requested by O2;
- f) provide access (both remote and when needed locally) to systems, CPE and/or nominated Customer representatives, as required by O2 in order to deliver the Fixed Services;
- g) configure and provide access through any Customer firewalls and Customer security devices, as O2 shall reasonably require to enable O2 to perform its obligations under this Agreement, subject to O2 compliance with the Customer's information security policies; and
- h) ensure that Site plans are accessible to O2 on each visit and that any programming performed by a Third Party is backed up and made available to O2.

- 5.5 O2 shall have no liability for any failure in delivering or installing Equipment or maintaining applicable CPE in the event the Customer fails to comply with its obligations in this clause 5.4.
- 5.6 O2's normal working hours for Site visits are 0900-1700 on Working Days. If the Customer requests and O2 agrees to work outside of these hours, the Customer must pay additional Charges. O2 will normally only require access to the Site during these working hours, but may, on reasonable notice, require the Customer to provide access at other times.
- 5.7 The Customer will notify O2 immediately if any limitation to reasonable access to Equipment, other CPE or a Site is likely to occur. O2 may charge the Customer for any costs or expenses incurred as a result of O2 Representatives being unable to access the Site at the agreed time. The Charges may include the payment of Charges for the Services as if they had commenced, irrespective of whether that is the case.
- 5.8 O2 will not be liable for any breach of this Agreement (including, without limitation, the Service Levels) to the extent that any failure by O2 to perform its obligations is as a result of O2's Representative not being granted access to any Site by the Customer or a failure of the Customer to fulfil its obligations under this Agreement.
- 5.9 O2 shall have no liability to the Customer (directly or indirectly) resulting from the connection of the Equipment to any network (other than the Network).
- 5.10 The Customer and O2 agree to look after each other's equipment on the Site. O2 shall have no liability for faults arising in the Equipment or other CPE or interruption in the provision of Services caused by failures in the power supply, except where such power supply failure is directly caused by O2.
- 5.11 O2 Representatives will observe the Customer's reasonable Site regulations as previously notified in writing to O2, although O2 will not be liable for any breach of this Agreement arising out of any conflict between any Site regulations and this Agreement.
- 5.12 O2 Representatives accessing the Customer's Sites will comply with all relevant applicable laws relating to health and safety.
- 5.13 The Customer is responsible for making the Site good after any work undertaken by O2 at the Site, including putting items back and for redecorating.
- 5.14 This clause 5 shall continue to apply following termination of the Agreement to the extent required for O2 to disconnect and remove from any Site any Equipment belonging to O2.

## **6 DELIVERY, ACCEPTANCE AND RISK**

- 6.1 O2 will deliver the Equipment to the relevant Site address provided that the address is within the Territory. O2 will advise the Customer in good time of any instruction or other information required to enable the Customer to take delivery of the Equipment.
- 6.2 The Customer shall be deemed to have accepted an item of Equipment immediately after the Customer has taken delivery of the Equipment. Where Equipment is expressly provided on an "as is" or similar basis, O2 shall have no liability for defects other than latent defects which could not have been apparent from a physical inspection of the Hardware.
- 6.3 Risk in an item of Hardware shall pass to the Customer:
- a) when that item of Hardware has been delivered, if O2 is to deliver the item of Equipment; or
  - b) if the item of Hardware is to be collected by the Customer, when the Customer takes possession of that Equipment, and

- c) the Customer shall not be liable for any loss or damage to the item of Equipment to the extent that such loss or damage is caused by the negligence of O2 or its suppliers.

6.4 Notwithstanding the provisions of clauses 6.1, 6.2 and 6.3, the Customer shall report any mis-shipments of Equipment (and any related Software) within ten (10) Working Days of delivery.

## **7 TITLE IN THE EQUIPMENT**

7.1 Notwithstanding acceptance and the passage of risk, title to an item of Transferring Equipment shall not pass to the Customer until the Customer has paid the Charges relating to that item of Transferring Equipment in full.

7.2 Until title in the Transferring Equipment has passed to the Customer, the Customer undertakes not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Transferring Equipment in any way and that it shall keep such Transferring Equipment in good working order and insured for its full replacement value allowing for fair wear and tear during the period of use by the Customer.

7.3 If the Customer is in breach of any of the conditions of clause 7.2 of these Fixed Terms prior to the date on which the relevant payment has passed to the Customer;

- a) O2 (without prejudice to any other legal remedies it may have, including the right to terminate this Agreement) shall be entitled at any time to enter the Site and remove the Equipment; and
- b) any proceeds of sale in respect of the Equipment shall be held in a separate account by the Customer as trustee for O2.

7.4 Where title in the Equipment remains with O2, the Customer will:

- a) only use Equipment for the purposes of receiving or using the Services in accordance with this Agreement;
- b) be responsible for the Equipment when it is on Site and will not move, add to, modify or in any way interfere with the Equipment (including to not remove, tamper with and/or obliterate any words or labels on it), nor allow anyone else (other than someone authorised by O2) to do so;
- c) not have the Equipment repaired or serviced except as authorised by O2;
- d) keep the Equipment fully insured for risk of loss, theft, destruction, damage and to inform O2 if the Equipment is lost, stolen or damaged;
- e) not create or allow any charges, liens, pledges or other encumbrances to be created over the Equipment;
- f) permit O2, O2 Representatives and/or O2's suppliers to inspect or test the Equipment at all times on reasonable notice and, following the termination of the Service(s), to recover it; and
- g) if requested by O2, return, or arrange for the return of, Equipment to O2 or O2 Representatives strictly in line with O2's instructions.

## **8 EQUIPMENT WARRANTIES**

8.1 Unless otherwise agreed, Equipment is subject to the manufacturer's warranty and, unless explicitly stated otherwise in this Agreement, O2 does not warrant the performance of the Equipment (or any related Software). O2 will pass the benefit of the manufacturer's warranty to the Customer.

- 8.2 If the Customer reports a fault during the manufacturer's warranty period and the fault is due to faulty design, manufacture, material or the negligence of O2 or its suppliers, O2 will give all reasonable assistance to the Customer in connection with procuring that the manufacturer will deal with the matter under the terms of its warranty and may replace or (at its option) repair the Equipment provided that:
- a) the Equipment has been properly kept and maintained, used in accordance with the instructions of the manufacturer, O2 or its supplier and has not been modified except with O2's written agreement; and
  - b) the fault is not due to damage (including lightning and electrical damage) or the actions of anyone other than O2.
- 8.3 The Equipment warranty:
- a) applies to any Equipment repaired or replaced under this clause, provided that the applicable warranty period shall be the remainder of the original manufacturer's warranty period; but
  - b) does not cover fair wear and tear.
- 8.4 O2 does not guarantee that any Software supplied as part of the Equipment it will be uninterrupted or error free and O2 is not responsible for fixing any bugs, errors or omissions in the Software. In addition to its obligations set out in clause 16 of the General Conditions, the Customer shall not permit the whole or any part of any Software to be incorporated into any other computer programs.
- 8.5 O2 shall not be responsible for any pre-existing viruses or any viruses introduced by the Customer to the Equipment (including any related Software).

## **9 SERVICE LEVELS**

- 9.1 O2 will provide the Fixed Services in accordance with the relevant Service Levels, from the applicable Service Commencement Date.
- 9.2 The Service Levels set out in a specific Service Schedule apply solely to the Fixed Services covered under that Service Schedule and not any other Services provided under this Agreement.
- 9.3 In the event that a fixed level of compensation is provided for in relation to a failure to meet a Service Level, such fixed level of compensation will be the sole and exclusive remedy available to the Customer and O2's sole liability for any failure to meet such Service Level. Where there is no compensation entitlement specified for a failure to meet the Service Level and subject to clauses 18.4 and 18.5 of the General Conditions, O2 has no contractual liability for any failure to meet such Service Levels.
- 9.4 Unless otherwise stated in the relevant Service Schedule or agreed in writing between the Parties and notwithstanding clause 18.3 of the General Conditions, O2's total aggregate liability in respect of compensation for failure to meet Service Levels shall be limited, in each calendar year, to 10% of the Charges that are paid or payable by the Customer under the relevant Service Schedule or SBD in the applicable calendar year.
- 9.5 Unless otherwise stated in a Service Schedule, the installation of Fixed Services (and measurement of Service Levels) will be within the hours of 9.00am to 5.30pm on Working Days.
- 9.6 The Customer acknowledges that only those performance measures produced by or on behalf of O2 will be used for assessing O2's performance against the Service Levels.
- 9.7 Where O2 requests any information from the Customer, a User or a relevant Third Party associated with the Customer or User, the number of whole or part hours taken for the relevant Customer, User

or Third Party to provide such information to O2 will be added to the timescales relating to the Service Levels.

9.8 O2 will not be liable for any failure to meet a Service Level if:

- a) the failure by O2 is due to the Customer's own network or Customer Equipment or any other network (including but not limited to the Internet) or equipment outside the Network;
- b) the Customer is in breach of any part of the Agreement that affects O2's ability to comply with the Service Level;
- c) through no fault of its own or because of circumstances beyond its reasonable control, O2 is unable to carry out any necessary work at, or gain access to the Site or the Customer fails to agree an appointment date or work is aborted;
- d) the Customer and O2 agree a different timescale for performance of a Service Level;
- e) the failure is because reasonable assistance is required by O2 from the Customer, a User or a relevant Third Party associated with the Customer or User and such assistance is not provided within the required timescale, or if not timescale is specified, such assistance is not provided promptly;
- f) through no fault of its own, O2 is unable or is waiting to obtain any necessary parts, permissions or consents required in connection with the performance of a particular Service Level;
- g) the failure is due to a matter outside of O2's reasonable control, including where a fault is caused by the Customer or a Third Party;
- h) the failure is due to an inaccurate order being submitted by the Customer where such inaccuracy materially contributes to the failure by O2;
- i) the failure is due to any suspension of the Services in accordance with clause 13 of the General Conditions;
- j) in relation to Fixed Services which require geographic telephone number porting, the failure is due to the application of the geographic number porting process;
- k) the failure is caused by the presence of an incompatible product or service; or
- l) the failure is due to a change in the Customer's requirements other than agreed pursuant to clause 8 of the General Conditions.

9.9 If the Fixed Service includes advice or work on Customer Equipment or a Customer network, O2 does not guarantee that following provision of the Fixed Services the Customer Equipment or Customer network will not be subject to any unlawful access, fraud or other misuse and O2 will have no liability to the Customer in respect of such unlawful access, fraud or other misuse.

## **10 PROVIDING THE SERVICES BY NON-STANDARD MEANS**

10.1 If O2 would incur unusual or additional costs in providing the Fixed Services to a Site, O2 shall be entitled, on providing written notice to the Customer and with the Customer's agreement, to increase the Charges by the amount of such costs. The Customer may request information specifying the basis for the additional Charges.

10.2 Where, in order to meet the Customer's requirements:

- a) O2 considers it appropriate to provide the Fixed Services, wholly or in part, by non-standard means or at substantially greater expense than O2 normally incurs, so that O2's standard tariffs would be inappropriate; or

- b) at the Customer's request, the Fixed Services are 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 Charges payable, a supplementary Charge in relation to the relevant order for the Fixed Services and O2 will notify the Customer in writing of any such Charge. Where such Charge is notified to the Customer, the Customer may cancel the relevant Fixed Services within 14 days of the written notice.

- 10.3 A supplementary Charge determined by O2 in accordance with clauses 10.1 and/or 10.2 of these Fixed Terms may be in addition to, or instead of, any applicable standard rates of rental and/or other Charges for the Fixed Services.
- 10.4 Where Fixed Services are provided by non-standard means, O2 may determine in an individual case that it is necessary or appropriate that special terms and conditions will apply in addition to, or instead of, any terms and conditions under this Agreement and O2 will notify the Customer in writing of any such special terms and conditions. Where such special terms and conditions are notified to the Customer, the Customer may cancel the relevant Fixed Services within 14 days of the written notice. If there is any conflict between the special terms and conditions notified in accordance with this clause 10.4 and the Agreement, the special terms and conditions will prevail.
- 10.5 For the avoidance of doubt, any supplementary Charge or special terms and conditions notified in accordance with clause 10.4 of these Fixed Terms will not constitute a variation to this Agreement for the purposes of clause 12 of the General Conditions.

## **11 FAULT RESPONSE**

- 11.1 O2 shall provide fault response for Fixed Services in accordance with the applicable Service Schedule.
- 11.2 If the Customer reports a fault and O2 or O2's Representative finds that there is no fault or that the fault was caused by the Customer, the Customer must pay O2 the Charges for any work carried out by or on behalf of O2 in relation to the Customer's fault report at the relevant rate on the O2 Website or the Commercial Schedule for the professional services performed.

## **12 O2 SUPPLIERS**

- 12.1 The Customer acknowledges and agrees that O2 may use suppliers to supply the Fixed Services, Equipment and carry out O2's obligations. The Customer will give all such reasonable assistance and access to such suppliers as if they were employees of O2.
- 12.2 The Customer acknowledges and agrees that O2 may use and share the Customer's details (including those of its Users) with O2's suppliers for the purposes of meeting O2's obligations under this Agreement. The Customer acknowledges and agrees that O2's suppliers may contact the Customer directly.

## **13 OTHER O2 OBLIGATIONS**

- 13.1 O2 shall co-operate, and use commercially reasonable endeavours to procure that each O2 supplier co-operates, with the Customer and any Third Party specified in a quotation or Service Schedule and engaged by the Customer to provide related services to the Customer, so as to integrate (where reasonably requested by the Customer) other services, materials or equipment supplied by the Customer or any third party with the relevant Fixed Services.
- 13.2 The co-operation referred to in clause 13.1 of these Fixed Terms shall only apply where the need to integrate the Fixed Services is set out clearly in the quotation or Service Schedule and the costs of such co-operation shall be charged by O2 and paid by the Customer.

13.3 Except as expressly set out in this Agreement, O2 will not be required to integrate or interface the Fixed Services with any of the Customer's services, technologies, products or Customer Equipment.

#### **14 OTHER CUSTOMER OBLIGATIONS**

14.1 The Customer shall and shall procure that Users (or anyone having access to the Services), shall:

- a) co-operate with O2 in all matters relating to the Services;
- b) co-operate with O2 in the diagnosis and resolution of any Incidents relating to the Services;
- c) comply with all licence terms and conditions applicable to any Third Party Software, as notified or otherwise provided to the Customer by O2 (including any Third Party Software supplied with any Equipment);
- d) make available to O2 and O2 Representatives such access to staff of the Customer who are familiar with the Customer's systems and equipment and software as O2 may reasonably require in connection with the supply of the Fixed Services; and
- e) supply O2 with all necessary technical information regarding the Sites, Customer Equipment the Customer's operating requirements, and any Third Party the Customer utilises to deliver incumbent services in order to allow O2 to plan for effective transition of incumbent services (if applicable).

14.2 The Customer will ensure that it has appropriate physical and information security policies, including data archiving, in place. Except to the extent O2 has specifically agreed to provide a back-up service as a part of the Fixed Services, the Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means the Customer believes appropriate including maintaining up to date antivirus software.

14.3 Except as expressly set out in a Service Schedule or quotation, the Customer shall be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and use the Fixed Services.

14.4 If a Low Level Design is required in order to deliver a Service, O2 cannot commence providing the relevant Service until the Low Level Design is agreed. Accordingly the Customer shall work with O2 to promptly agree the Low Level Design and shall co-operate with O2 in respect of the on-going review (and, where necessary, amendment) of the Low Level Design.

#### **15 TERMINATION OF A FIXED SERVICE**

15.1 O2 may terminate the supply of a Fixed Service without any liability if the Customer does not agree to vary the Charges in accordance with clause 10.1 of these Fixed Terms.

#### **16 NUMBERS AND CODES**

16.1 O2 may allocate the Customer numbers, IP addresses and/or other codes required for the Fixed Services ("Allocated Numbers") in accordance with the Service Schedules. The Customer shall not sell or transfer any Allocated Numbers to anyone else or agree to or try to do so.

16.2 Nothing in this Agreement shall be construed as to transfer from O2 to the Customer ownership of any Allocated Numbers or to grant the Customer the right to sell or dispose of Allocated Numbers and all rights in such Allocated Numbers belong to O2 or its licensors. All the Customer's rights to use the Allocated Numbers will cease upon termination of the relevant Fixed Service upon which the Allocated Numbers will revert to O2 or its licensors.

- 16.3 The Customer acknowledges that O2 may change the numbers, IP addresses or other codes it has allocated to the Customer. O2 shall (where reasonably practicable) provide the Customer with reasonable notice of such a change. O2 will use reasonable efforts to give the Customer 30 days' notice of any change or withdrawal or, where this is not feasible due to regulatory or legal requirements, as much notice as is reasonably possible. The Customer will not have a right to terminate the Agreement where O2 makes a change in accordance with this clause 16.3 other than in the event that O2 determines that the change is to the Customer's material detriment.
- 16.4 The Customer will comply with any and all instructions for use of any number, IP address or other code issued by the Third Party provider of that number, IP address or other code. O2 shall (where reasonably practicable) provide the Customer with reasonable notice of such instructions.
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