



# Supatel Limited t/a Supanet ("Supanet") Terms and Conditions For Phone Service Customers

THESE CONDITIONS (the "Conditions") APPLY TO YOUR USE OF SUPANET TALK. ALL OF THE TERMS THAT ARE AGREED IN RELATION TO YOUR PURCHASE AND USE OF SUPANET TALK SHOULD BE SET OUT IN THESE CONDITIONS, YOUR REGISTRATION FORM AND THE SUPANET TALK PRICE LIST. IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT YOUR UNDERSTANDING OF WHAT HAS BEEN AGREED OR IF YOU DO NOT UNDERSTAND ANY OF THE PROVISIONS, YOU SHOULD LET SUPANET KNOW. IT WILL BE MORE DIFFICULT FOR YOU TO ENFORCE A TERM THAT YOU THINK HAS BEEN AGREED IF IT IS NOT AGREED IN WRITING.

THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS

THESE CONDITIONS ARE EFFECTIVE FROM 29TH SEPTEMBER 2008.

## 1 Meanings

1.1 Certain words used in these Conditions have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below. Others appear in the text of these Conditions:

"BT" means British Telecommunications PLC;

"Calls" means voice, fax, data and/or text calls made from your property and routed from your local telephone exchange over the fixed telecommunications networks operated by BT and/or any other telecommunications network provider;

"Charges" means the charges payable by you for Supanet Talk, details of which appear on the Price List;

"Contract" means the agreement between us which is made up of these Conditions, your Registration Form and the Price List;

"Incompatible Products" means any of the following:  
Subscriber Pulse Metering; Internet for Schools; all Featureline products; BT Select Services Call Diversion including lines with by-pass numbers and remote option control; BT Select Service Packages which include the Call Diversion package; ISDN 2 & Business/Home Highway Call Diversion packages which include basic diversion, diversion on engaged and diversion on no-reply; ISDN 30 Call Diversion packages, which include basic diversion, diversion on engaged and diversion on no reply for voice only and both voice and data calls; Smart Divert; Remote Call Forwarding 10 number; Exchange Line on Customer Call Forwarding Equipment; Change Number Interception with call forwarding; Social Telephony (e.g. BT's Light User scheme); individual CPS configuration for each CLI; Public and managed payphones; Inbound only CLI (e.g. Call Sign and By pass) If you are uncertain whether you may be affected by any of the above restrictions,

please contact the sales administration department 0870 872 7778, 9am-6pm, Monday to Friday. Calls are charged at the national rate.

"Postboard" means the Supanet postboard at <http://www.supanet.com/supanet/postboard.html>;

"Price List" means the list of call tariffs that are current at the time you use Supanet Talk. Supanet may change the call tariffs from time to time. Current call tariffs can be found on our website at [www.supanet.com/talk](http://www.supanet.com/talk) or will be provided by our customer services department upon request;

"Start Date" means the date when the Supanet Talk is first made available for you to use;

"Supanet Talk" means the telephone service that enables you to make telephone calls using your existing BT line but instead of paying BT (or your existing telephone provider) for the telephone calls you make, you pay Supanet;

"Supanet Talk Welcome Pack" means the order confirmation, welcome letter and terms and conditions you receive from Supanet whether electronically or in hard copy.

"Supanet" or "our" or "we" means Supatel Limited t/a Supanet Limited, company registration number 267725, whose registered office is at STADYL Building, Corner Them. Dervis-Florinis Street, CY-1065 Nicosia, Cyprus;

"Telecom Provider" means Supanet's provider(s) of elements of Supanet Talk, namely BT or such other provider as may provide elements of Supanet Talk to Supanet from time to time;

"us" means you and Supanet; and

"you" and "your" means the purchaser of Supanet Talk

## 2 Supanet Talk - the Service

2.1 In exchange for your payment of the Charges, we will provide you with Supanet Talk and you agree to use and pay for Supanet Talk on the terms and conditions of this Contract.

2.2 To enable you to make calls using Supanet Talk you will need to meet the following conditions at all times:

2.2.1 You must be a BT account holder and comply with the terms of your contract with BT, including payment of line rental and certain other call charges;

2.2.2 Your BT line must be connected to a telephone exchange;

2.2.3 You will need to provide your own telephone apparatus which should be in good working order and comply with all applicable regulations and laws;

2.2.4 The address to which Supanet Talk is to be provided is located in mainland United Kingdom; and

2.2.5 You do not have any Incompatible Products.

2.3 We will use reasonable endeavours to make Supanet Talk available to you on or before the Start Date. If we are unable to do so we will advise you of the position, the reason for the delays and when we anticipate being able to provide you with Supanet Talk.

2.4 Moving your telephone account to us means that any discounts you may have had

with your previous telephone provider may stop eg Friends and Family.

2.5 Our Telecoms Provider will monitor your use of Supanet Talk. If we are advised of any abnormal or unusual use of Supanet Talk on your account Supanet may suspend your use of Supanet Talk to prevent you incurring any excessive or unwanted Charges. Examples of when Supanet may do this are a sudden increase in Call volumes or a significant change in the destination of Calls which may indicate, for example, a rogue dialler. In such circumstances, Supanet will try to make contact with you before taking any positive steps but this may not always be possible.

2.6 Supanet Talk does not include, nor does Supanet provide, a maintenance service.

## 3 Business Use

3.1 Supanet Talk is provided exclusively for private domestic use and may not be used for business or commercial use without the express prior written consent of Supanet.

3.2 If you use Supanet Talk for business purposes you agree that you do so without any conditions, guarantees or warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are hereby expressly excluded to the maximum extent permitted by law. If you are a business user, we will not be liable to you for and hereby exclude all liability for consequential and indirect losses and any loss of profit, business opportunity, goodwill, reputation, revenue or anticipated savings, wasted expenditure or loss of data suffered by you in connection with Supanet Talk, whether in contract, tort (including negligence or otherwise) and whether or not such losses were foreseeable at the time you entered into the Contract.

## 4 Quality and Continuity of the Supanet Talk Service

4.1 We do not warrant (or promise) that Supanet Talk will be free of defects, uninterrupted or secure but we will endeavour to correct reported problems within our control as soon as we reasonably can. In performing its obligations under the Contract Supanet will exercise the care and skill to be reasonably expected of a competent service provider.

4.2 Supanet's provision of Supanet Talk is dependent upon BT and other third party telecommunications network providers. Supanet Talk can therefore be affected by things outside our direct control. Consequently, Supanet will not be liable for any failure or delay in Supanet Talk that is due to problems with a third party telecommunications network, except to the extent that those problems are caused by Supanet's negligence.

4.3 From time to time we may suspend the whole or any part of Supanet Talk to enable routine maintenance work to be undertaken by our Telecoms Provider. We will give you as much notice of such suspension as reasonably possible by posting details on the Supanet Talk status page at [www.supanet.com/help/help\\_service\\_status](http://www.supanet.com/help/help_service_status) or by e-mail, but we will not be liable for any loss suffered by you or others as a result of such suspension.

## 5 Charges - Paying for Supanet Talk

5.1 The Charges for Supanet Talk are listed in the Price List. Charging will begin on the Start

Date.

5.2 The Charges do not include the amount you pay to BT for line rental nor do they include certain other call charges for services not provided by Supanet. Non-Supanet Talk services include: emergency numbers, 1471, 1571, operator assistance, numbers used for flat-rate internet access (ie 0844 04 or 0808 99, Call Display, Call Sign, 3-way Calling, Call Waiting, Ring Back, Reminder/Alarm Calls. If you make use of these services you will be charged by BT and not by Supanet.

5.3 We work out the cost of each Call by calculating the duration of the Call (rounded up to the nearest 60 seconds) and then multiplying the Call duration by the applicable rate. Different rates apply depending upon the destination of your Call and the day and the time the Call is made. Charges are rounded up to the nearest £0.01 and may be subject to a minimum/connection Charge. The various rates and any minimum/connection Charges are set out in the Price List. "Daytime" is between 6am and 6pm, Monday to Friday; "Evenings" are from 6pm to 6am; "Weekends" are from midnight on Friday to midnight on Sunday and "Community Call" means a call made from one Supanet Talk account holder to another Supanet Talk account holder using Supanet Talk.

5.4 Charges will be calculated in accordance with details recorded by or on behalf of Supanet.

5.5 Except as provided in condition 5.6 below, you are responsible for all Charges incurred as a result of your use of Supanet Talk and the use of Supanet Talk by any person via your account.

5.6 Supanet will not hold you responsible for the Charges for any use of Supanet Talk that is made via your account without your authority as a result of Supanet's negligence or breach of these Conditions but this exception will not entitle you to a refund of the whole or any part of an "all inclusive" Charge (for example, a fixed Charge that is not linked to the use of Supanet Talk during the relevant month).

5.7 We will send you an electronic bill every month setting out the Charges that owe in respect of Calls made in the preceding billing period. Notification of your bill will be sent to the e-mail address you have provided. You will then be able to view your bill online by accessing your account at [www.showmybill.com](http://www.showmybill.com). Your account will be password protected. Your bill will contain a summary of the Calls made during the billing period. Paper, large print or Braille format bills are available upon request by contacting our Customer Services department.

5.8 You must pay the Charges by direct debit or by credit card within 14 days of the date of your bill. Supanet may charge an additional fee of £5 on any overdue payment and/or suspend and/or terminate the whole or any part of Supanet Talk. If we suspend Supanet Talk for non-payment and subsequently agree with you that the service can be resumed we reserve the right to charge you a reconnection fee.

5.9 All Charges include any applicable Value Added Tax (VAT).

5.10 Some Call charges and your line rental charge will not appear on your bill. These charges will appear on bills sent to you by BT or another telecommunications provider as they relate to services provided by those companies.

5.11 You acknowledge and accept that you

may be subject to Supanet's credit vetting policy procedures.

5.12 If you dispute any of the Charges on your bill, you must notify Supanet within 14 days of the date of your bill giving full reasons (preferably in writing) for the dispute. You must pay any undisputed sum in accordance with condition 5.8.

5.13 If we do not receive the Charges from you as they fall due, we may forward the debt to an external agency for collection. You will pay our reasonable costs and expenses for collecting any late payments.

5.14 When we set up your Supanet Talk account we may impose a call limit. If you exceed this limit we will advise you. We also reserve the right to administer your account by using reasonable practices, which may include suspending your account, applying different payment terms (including asking you to make a pre-payment on account of Charges), restricting certain high tariff or premium rate Calls or suspending your use of Supanet Talk.

## 6 Your Responsibilities and Obligations

### Use of Supanet Talk

6.1 Except as provided below, you are responsible for your use of Supanet Talk and for any use of Supanet Talk made using your account, whether or not you authorised or were aware of such use. Supanet will not however hold you responsible for any use of Supanet Talk that is made via your account without your authority as a result of Supanet's negligence or breach of these Conditions.

6.2 You are restricted to two BT exchange lines on each Supanet Talk account.

### General

6.3 You agree that you:

6.3.1 are over 16 years of age;

6.3.2 will only use Supanet Talk for private residential use and not for commercial or business purposes;

6.3.3 will comply with all reasonable instructions we give you and any policies or guidelines we publish governing how you are allowed to make use of Supanet Talk.

6.3.4 will not, nor will you allow any one else, to use Supanet Talk (with a telephone or through a computer) for:

- (a) any unlawful or improper purpose;
- (b) making Calls or transmitting material which is defamatory, abusive, offensive, obscene or menacing;
- (c) making hoax calls (including Calls to the emergency services);
- (d) a fraudulent purpose or in connection with a criminal offence;
- (e) the violation in infringement of the rights of a third party, including but not limited to breach of copyright; or
- (f) any purpose or in any way that damages or adversely affects the operation or quality of Supanet Talk or the telephone or other telecommunications including the Internet.

6.3.5 are responsible for providing, paying for and complying with the conditions applicable to an appropriate telecommunications connection provided by BT (or another provider) and you agree that you will not block any means of identifying you which that connection supplies;

6.3.6 are responsible for paying any call out or other charges you incur with BT (or another

provider);

6.3.7 authorise Supanet to act on your behalf in all dealings with BT (or any other provider) in connection with Supanet Talk.

6.3.8 are responsible for providing telephone apparatus to enable you to use Supanet Talk.

6.3.9 will provide true, complete and accurate information in any communication with us including when you order or register to use Supanet Talk and that you will notify Supanet immediately of any changes to the information provided;

6.3.10 will take all steps necessary to ensure that any password allocated to you to enable you to operate or access your Supanet Talk account is kept confidential and is not used by any third party and notify Supanet immediately if you have any reason to believe that any such password has become known to a third party and/or that a third party is using or is likely to use such password to access Supanet Talk;

6.3.11 will keep any appointments agreed with Supanet or its agents, for the provision of Supanet Talk that are necessary for the repair of Supanet Talk and acknowledge that failure to do so may result in an Abortive Visit Fee becoming payable by you;

6.3.12 have responsibility for checking that any monitored alarm system you have is compatible with Supanet Talk. Supanet will not be responsible for any failure to deliver an alarm signal due to incompatibility or suspension or termination of your account.

## 7 Breach of your Obligations

7.1 If you breach, or we reasonably suspect that you have or may breach, any of your obligations under these Conditions (including but not limited to payment of Charges) we may terminate and/or suspend the provision of the whole or any part of Supanet Talk without prior notice.

7.2 Suspension of Supanet Talk under condition 7.1 will continue until such time as we have investigated the breach or suspected breach and determined that there was in fact no breach or that the breach in question has stopped, been remedied (where possible) and we are satisfied that it will not occur again. If we find that you have breached your obligations under these Conditions or suspect that you may breach or will continue to breach your obligations, we shall be entitled to terminate the provision of the whole or the relevant part of Supanet Talk pursuant to condition 9.3.

7.3 If we terminate the provision of Supanet Talk as a result of your breach, you will be liable to pay the Charges that you have incurred up to the date of termination. The Charges will become immediately due and payable.

## 8 Your right to Cancel - Cooling-Off Period

8.1 If you change your mind about Supanet Talk you may cancel the Contract with us at any time during the 10 working day Cooling-Off Period without incurring any costs or penalties. The Cooling-Off Period starts the day after you receive your Supanet Talk Welcome Pack and ends 10 working days thereafter ("the Cooling-Off Period"). To cancel you must notify Supanet in writing that you wish to cancel before the Cooling-Off Period expires. Written cancellation requests should be sent to the SupanetBilling Department at the following address: :Billing Dept, Indigo House, Blackburn Road, Simonstone, Burnley,

Lancs BB12 7NQ.

8.2 In order to provide Supanet Talk to you as soon as possible, Supanet may start performing the Contract by asking its Telecom Provider to activate your line to receive Supanet Talk before the expiration of the Cooling-Off Period. Once Supanet has asked its Telecom Provider activate your line, thereby commencing the performance of the Contract, your right to cancel the Contract under the Regulations ends and you will not be entitled to cancel your order. You are of course free to cancel under condition 9.1 below.

8.3 By placing your order, you agree that Supanet may start performing the immediately and acknowledge that your right to cancel your order under condition 8.1 will be lost when Supanet asks its Telecom Provider to activate your line. Supanet may ask its Telecom Provider to activate your line at any time after you place your order.

## 9 Cancellation and Suspension

9.1 You may end your Contract for Supanet Talk at any time by giving Supanet not less than one month's written notice of cancellation. Your cancellation of the Contract will take effect on the expiration of the one-month's notice, when we will disconnect Supanet Talk. You will continue to be liable for and must continue to pay the Charges during the notice period.

9.2 If you terminate your telephone account with BT (or any other provider) or change the service on the telephone line on which you currently use Supanet Talk so that Supanet Talk is unable to operate normally, we will cancel our Contract with you. You will be liable to pay the Charges that have been incurred up to the date of termination and these Charges will become immediately due and payable in full by you.

9.3 Either of us may terminate the Contract (thereby cancelling your subscription to Supanet Talk) immediately upon written notice to the other if the other materially breaches any of the terms of the Contract (and, if the breach is capable of remedy, fails to remedy it within thirty (30) days of being asked to do so in writing) or becomes bankrupt or insolvent or goes into liquidation.

9.4 Supanet may cancel the Contract (thereby cancelling your subscription to Supanet Talk) immediately upon written notice if, for any reason, it generally stops providing Supanet Talk.

9.5 Supanet reserves the right to suspend, restrict, and/or terminate your use of Supanet Talk or any part of it if we believe your use of Supanet Talk causes or is likely to cause the whole or part of the Supanet Talk service to be interrupted, damaged, rendered less efficient or in any way impaired or you are in breach of Condition 6.3.4.

9.6 Following termination of the Contract/cancellation of your subscription for any reason we will stop providing Supanet Talk to you.

## 10 Warranties and Liability

10.1 We make no warranties (or promises) that Supanet Talk will be fault or error free. We will not be responsible for any faults, damage or maintenance to your telephone line. This is BT's (or another provider's) responsibility and you should contact them should you experience a fault with your

telephone line.

10.2 Supanet will not be liable for:

10.2.1 Any loss caused by a problem or fault with your telephone apparatus not your telephone line;

10.2.2 Any Calls made through an alternative provider;

10.2.3 Any delay, failure, interruption or degradation of Supanet Talk caused by reasons outside of our control.

10.3 Supanet does not seek to exclude or limit its liability for fraudulent misrepresentation or for death or personal injury resulting from Supanet's negligence.

10.4 We will be liable to you for any direct physical damage to your property to the extent that it results from Supanet's negligence up to a maximum of £250,000 in respect of any one event or series of related events, up to a maximum of £500,000 in respect of any series of unrelated events which take place within a single calendar year.

10.5 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), Supanet's liability in respect of direct loss suffered by you shall be limited to £250 in respect of any one event or series of related events.

10.6 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), Supanet will not in any event be liable for any loss or damage arising in connection with or arising out of the provision, functioning or use of Supanet Talk that was not reasonably foreseeable at the time the Contract was entered into (such as loss of profits, wasted expense or loss of opportunity) and we shall not be liable for any other damages except as provided in the Contract.

## 11 Variations to your Contract

11.1 We may make changes or variations to these Conditions and our Charges at any time. If we do make any changes we will notify you in writing either by letter or e-mail or on your bill. Any changes we make will not be retrospective. They will apply only to your future use of Supanet Talk. If you do not agree with the proposed changes you are free to cancel the Contract by giving us notice under Condition 9.1 above. If you continue to use Supanet Talk after the change to the conditions comes into effect, Supanet will treat your continued use as your agreement to the changes to your Contract.

## 12 Privacy Policy/Data Protection

12.1 When you apply for Supanet Talk the information you provide (whether verbally or in writing when completing an application/registration form) will be used by Supanet to consider and assess your application. Supanet may pass certain information to an external credit reference agency to undertake a credit search against you. That agency will use a credit scoring system, not only assess your financial status (which may involve people who are linked to you financially) but also verify your identity and address. Supanet and other companies will use the results of the credit search if credit decisions are made about you. Details of the search and the fact that it has been made will be recorded whether or not your application proceeds.

12.2 Supanet may record details of your

Contract and the payments you make under it with a credit reference agency, including any payment defaults.

12.3 The information collected about you, from and in connection with this Contract, will be used to allow Supanet to perform its obligations under this Contract and to make informed decisions concerning the provision and management of Supanet Talk generally. The information gathered about you will not be distributed to any other person (save for any other companies that are involved in the processing and fulfilment of your order) and is used for Supanet's internal business purposes only. A third party may be used to collate and process the information, but this will be strictly in accordance with the applicable data protection legislation. Compiled statistical information may be shared with third parties but this information will not identify individuals.

12.4 Your e-mail address will not be released, sold or distributed by Supanet to any external companies other than Supanet's associated companies or parent companies without your express consent.

12.5 Unless, as part of the order process, you have "opted out" of receiving marketing communications, you agree from time to time to receive e-mail or other communications from Supanet advertising new products and special offers. You will be given the opportunity to "opt out" if you do not wish to receive such communications. Supanet may communicate with you from time to time in relation to Supanet Talk. These service-related communications form part of the service and you are not able to "opt-out" of receiving them.

12.6 Supanet or its servants or agents may monitor and record Calls made to or received from our Customer Services for training purposes and to improve the services we offer.

12.7 You have the right to access any personal data that we hold about you. If you would like a copy of the personal information we hold you should make your request in writing to Customer Services, providing your name, postal address together with a cheque in the sum of £10 made payable to "Supanet Limited". We will provide you with copies of the personal information we hold within 14 days from the date of clearance of your cheque.

## 13 Contacting us - Customer Support/Billing queries

For all account, payment and termination queries only, please contact the Supanet Billing department

Email: [salessupport@supanet.net.uk](mailto:salessupport@supanet.net.uk)

Phone: 0870 872 7779 Lines are open 9am-5pm Monday to Friday, calls charged at the national rate.

Please note that no technical, setup or order progress queries can be handled on this line.

For all other queries, including order processing and setup, please call 0870 872 7778. Lines are open 9am-6pm, Monday to Friday, calls charged at the national rate.

## 14 General

14.1 Any particular right that you/we may have under the Contract will not affect any other right that you/we may have at law or under the Contract

14.2 If either you or we choose not to enforce or rely on any right that you/we may have under the Contract, you/we will not be prevented from relying upon that right should you/we choose to enforce or rely on it at a later date.

14.3 If a court or other regulatory body decides that any part of the Contract is not enforceable, the remaining parts of the Contract will still apply to your purchase of and Supanet's provision of Supanet Talk.

14.4 The Contract only gives rights to and places obligations upon you and Supanet. No other person or company has any rights under the Contract or may enforce it against either you or Supanet.

14.5 You are not permitted to transfer any of your rights or responsibilities under your Contract with Supanet to anyone else without or prior written agreement. Supanet may transfer all of any part of the Contract with you at any time provided that the service you receive is not significantly reduced.

14.6 The Contract is governed by the relevant United Kingdom law (England and Wales, Scotland or Northern Ireland) and any disputes under it will be decided by the relevant courts of the United Kingdom.

14.7 Neither you nor Supanet will be liable for any failure or delay in performance of the Contract to the extent that such failure is due to circumstances beyond (as appropriate) your/Supanet's reasonable control.

## 15 How to Give Notice

15.1 If either of us gives a notice to the other under the Contract (including, without limitation, to cancel it) this must be done in writing, either by email, delivery by hand or first class post, sent to the intended recipient at the following address:

15.1.1 To Supanet: at the postal address or email address shown on the Supanet web site or an alternative address which we may give you.

15.1.2 To you: at the postal or email address you specify when registering for Supanet Talk or an alternative address which you may give to Supanet, or at the email address provided to you as part of Supanet Talk.