

Pineapple Communications Ltd Terms & Conditions

These terms and conditions apply to the provision by Pineapple Communications Ltd, of as specified in the schedule. They constitute the entire agreement between us with respect to our supply and your use of such services ("agreement"). The Following terms shall have the following meaning when used in this agreement:

"Charges" the charges associated with the services as applicable from time to time, as available from us on request. "Equipment" the telecommunications equipment that you use to access the Services, and/or other equipment provided by us to enable you to use the services. "Services" the fixed line rental and telecommunications services identified on the request together with telephone support between 9 am and 5.30 pm, Mondays to Fridays (except UK Bank and public holidays. "Set-Up Period" the period of up to 15 working days starting on the start date. "Start Date" the start date on which we start to provide the Services, as agreed with you under section 1.1(a) "Initial Period" Shall be 24 months unless specified on the schedule.

Section 1: Services

1.1 Once we have accepted your request for the provision by us of services, we will:

- (a) Confirm acceptance of your request within seven working days
- (b) If applicable, send you the equipment
- (c) Confirm that all fixed lines have been set up, transferred or changed (as appropriate) on or before the end of the set-up period; and
- (d) Use our reasonable endeavors to provide the services with effect from the start date.

1.2 We may vary how the services are provided if we need to maintain or improve their quality or to comply with any law or regulations. In particular, but without limitation, we may alter the name or telephone number relating to the equipment or any other name, code or number allocated for use in connection with the services.

1.3 You acknowledge and accept that provision by us of the services is subjected to the following:

- (a) You must ensure that you have correctly installed the equipment and/or complied with such other reasonable instructions that we may give from time to time, and thereafter ensure that such equipment remains correctly installed;
- (b) we may from time to time suspend provision of the services because of repair (whether scheduled or due to emergency), maintenance or improvement, in which case we will endeavor to provide you with at least five days' notice and then restore services to you as soon as possible;
- (c) There may from time to time "leakage" of traffic to a third party carrier;
- (d) You must comply with all your obligations described in section 2; and
- (e) You must pay all charges described in section 3, and that we are not responsible for any loss or deterioration of services attributable wholly or partly to any of the matters listed in the paragraphs (a) to (e).

Section 2: Use of Services

2.1 you agree to use the services in accordance with (a) this agreement (b) any instructions given by us from time to time and (c) any laws, regulations and licenses which apply to the use by you of the services; and you agree to ensure that any equipment used by you to obtain access to the services conforms with these laws, regulations and licenses.

2.2 You agree not to use the services for any purpose that may be abusive, offensive, obscene, indecent, menacing, and defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence.

2.3 You are only entitled to use the services for internal business use and, without limitation, you will not re-sell or otherwise make the services available to any person on a commercial basis or use the services in connection with telemarketing or any call centre.

2.4 If you use the services in any way that, in our reasonable opinion, is or is likely to be detrimental to the provision of services to you or any other of our customers then you will take such corrective and immediate action as we may require. If, in our reasonable opinion, you fail to take such corrective action within a period of 3 days, we shall be entitled to suspend the services without notice. In all circumstances, you will indemnify us against any claims, actions or legal proceedings (including reasonable related costs and expenses, legal or otherwise) which are brought or threatened against us by a third party as a direct result of your failure to comply with your obligations under this section 2.

2.5 Although the services are self-install and we do not anticipate having to visit you for any reason (whether for installation, activation or otherwise), you will, reasonably required by us, provide us or our authorized subcontractors with access to your premises for the purpose of installation and/or activation, repair, maintenance, upgrades or recovery of equipment (whether belonging to us or to a third party).

Section 3: Charges

3.1 We or our invoicing agent will send you an invoice (payable within seven days of date of invoice, a penalty is incurred for late payment within thirty days of 25%) for the charges, recurring line rental fees and recurring services options fees, monthly in advance and with respect to all calls including all calls charged at minimum rates, setup call charges, minimum billed calls and any charges invoiced for services or products provided; monthly in arrears. We reserve the right to change the timing and/or frequency of our invoices; in particular, but without limitation, calls made during the set-up period may be billed two months in arrears.

Charges will be calculated using call records generated by us or British Telecommunications plc (including any of its group, together referred to as "BT") or by one of our nominated carriers. All calls will incur a call setup fee; this will be calculated at 50% of the calls destination rate or the first 34 seconds of the call will be charged at the prevailing rate for that destination or whichever is the higher. All calls will incur a unit charge after three and half minutes, unit charges will be determined by the contractual arrangement made by Pineapple Communications Ltd and the end user subscriber or a standard rate of two pence per unit will be added. If you make calls using the BT 1280 "breakout code", these will be charged at BT standard rates from time to time in force.

3.2 We will not invoice you for certain services that are provided by BT or other third parties. These include, without limitation (i) BT Charge cards and (ii) customer premise equipment (CPE) and CPE maintenance.

3.3 You will pay all charges associated with your services together with VAT at the prevailing rate (i) in accordance with the direct debit instructions provided as part of your request or (ii) by such other means as we may agree.

3.4 If we are unable to recover any payment due within 4 days of the due date we will: (a) Be entitled to suspend your access to the services; (b) send written notification giving you 10 days to pay all outstanding amounts in full; and (c) Charge you interest on the outstanding amount at a rate of 3% per annum above the base rate of Barclays Bank plc from time to time together with an administration fee.

3.5 if, in response to our notification, you provide us with a valid payment method (as described in section 3.3 above) so as to enable us to collect all sums due on your account, we will reapply for a payment. If we are still unable to recover all payments due, or if your account remains wholly or partly outstanding for any other reason, 18 days after the original due date for payment we will: (a) send a further written notification requiring you to discharge your account in full within 7 days from the date of this notifications, failing which we reserve the right to refer your outstanding account to credit reference agencies and/or solicitors and/or other third party collection services (in which case you will be responsible for all costs that are incurred by us in taking such action); and (b) Charge you interest on the outstanding amount at a rate of 3% per annum above the base rate of Barclays Bank plc from time to time together with a further administration fee together with a fee for the submission of the further written notification.

3.6 If your account remains unpaid for a period of 25 days after the original due date for payment, a security deposit of two times your average monthly invoice will be required before we reinstate your services.

Section 4: Cancellation and Termination

4.1 you may terminate the services at any time by giving 30 days' prior written notice. If you terminate the services during the initial period starting on the start date, you are liable to pay all charges relating to fixed line rental and services options for such period; if you terminate the services after the end of the initial period starting on the start date, you are liable to pay all charges until the date on which your 30-day notice period expires.

4.2 we may terminate this agreement at any time on giving 30 days' written notice. We may also (at our discretion) terminate this agreement and/or suspend the services without notice if:

- (A) We are directed by a competent authority to cease the provision of services; or
- (b) We are unable to provide the services generally for any other reason including, without limitation, technical failure and/or modification of the applicable public telecommunications system; or
- (c) You have failed to comply with any provision of this agreement or other reasonable direction or notice provided by us at any time; or
- (d) You have stopped trading or you have or are likely to become subject of an insolvency event.

4.3 Either of us may terminate this agreement immediately, on notice, if the other commits a material breach of this agreement and fails to remedy the breach within 14 days of a written notice to do so.

4.4 On termination of this agreement for any reason, we will discontinue the services and you shall pay us all outstanding charges until the date of such discontinuance.

Section 5: Personal Data

5.1 We may contact you before, during and after the terms of this agreement in order to administer, evaluate, develop and maintain the services. Please note that we may record your telephone calls to us and we will keep a record of personal information you provide to us in connection with the services.

5.2 you agree that BT may from time to time disclose to us information (including personal data) relating to or connected with (i) the transfer of your fixed line (including, if applicable, any associated services) from BT to us (ii) any products or services provided from time to time by BT to you and/or (iii) any other information relating to your account with BT.

5.3 We will comply with our obligations under all relevant data protection legislation. You are also required to comply with all data protection legislation, including the maintenance of registrations required to enable us to process your personal data in connection with our performance of our obligations under this agreement.

5.4 You consent to using and/or disclosing your personal information for the following purposes;

(a) processing your request (which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to bank for the purpose of setting up a direct debit account);

(b) providing or arranging for third parties to provide customer care/help desk facilities and/or billing you for the services (which may involve disclosing your information to third parties solely for those purposes);

(c) To selected third parties for the purposes of, any in connection with providing and operating the services.

5.5 Unless you ask us not to, we may use your personal information for marketing purposes. We may release information about you to members of our group, to companies providing services to us, outsourcing agencies and to our sales agents and dealers. We may send you details of other services or special offers which we, or members of our group, think may be of interest to you or disclose your personal information to members of our group, our dealers or agents to allow them to contact you directly for marketing purposes.

Section 6: Equipment

6.1 If the services comprise carrier pre-selection, you are responsible for ensuring that we are able to re-programme your equipment. Pineapple Communications Ltd will not accept any liability for any loss or damage incurred as a result of reprogramming the equipment.

6.2 If the services require us to provide you with equipment, we will do so at the agreed cost. You are required to install any such equipment. If any equipment provided by us is faulty, you are responsible for returning it to us at your own cost and, once we are satisfied that such equipment is faulty through no fault of you, we will provide you with a replacement at no charge to you.

6.3 On termination of this agreement for whatever reason, you will within 14 days return to us any equipment that we have provided under this agreement.

Section 7: Warranty and Limitation of Liability

7.1 We warrant that we will use our reasonable endeavors to provide the services in all material respects in accordance with our obligations under this agreement.

7.2 Except as stated in section 7.1 and subject to section 7.3, we make no warranty or representation with respect to the services and the equipment and, to the greatest extent permitted by law, we exclude all implied warranties relating to merchantability, satisfactory quality or fitness for a particular purpose.

7.3 Nothing in this agreement excludes each party's liability with respect to death and personal injury resulting from the negligence of that party, its employees, agents or subcontractors or for fraudulent misrepresentation or under the tort of deceit.

7.4 Neither party shall be liable to the other, either in contract, tort (including negligence) or otherwise for direct or indirect loss neither of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data. In particular, but without limitation, we shall under no circumstances be liable to you in any way in respect of fraudulent use of the services by your staff or other third parties.

7.5 subject to sections 7.3 and 7.4, our liability to you in contract, tort, negligence or otherwise arising out of or in connection with this agreement shall for any one incident or series of related incidents be limited to an amount equal to five times the annual fees paid by you to us in the year in which the liability first arose or, if greater, £5,000.

Section 8: General

8.1 Force Majeure: Neither party will be liable to the other for any breach by it of this agreement (including failure to deliver the services), where such failure or breach is due to a reason outside the reasonable control of such party.

8.2 Variation of terms: We may change the provisions of this agreement (including the charges) at any time, provided that we will give you notice of the charges at least 14 days before the change is to take effect at which time you may terminate this agreement if the change materially affects the services.

8.3 Third party rights: this agreement does not create any rights under the contracts (rights of third parties) act 1999 that are enforceable by any person who is not a party to it but this does not affect any right or remedy of a third party which exists or is available apart from that act.

8.4 Notices and invoices: notices given and invoices submitted under this agreement must be in writing and shall be delivered:

(a) in the case of notices and invoices from us to you, by post or email to the postal address and/or email address (in each case as provided by you as part of the request or subsequently notified to us in writing); and (b) in the case of notice from you to us, by post to Pineapple Communications Ltd, Top Floor, Edwards Corner, Regent Street, Hinckley, Leics.LE10 0BB or by email to [sales@pinecom.net].

8.5 Transfer of rights: you may not assign sub-contract or transfer any of their or obligations under this agreement with our prior written consent. We may assign or transfer our rights and/or obligations to any third party from time to time without your consent.

8.6 Severability if any part, term or provision of this agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of this agreement will not be affected.

8.7 Waiver: if either party delays in acting upon a breach of this agreement that delay will not be regarded as a waiver of that breach. If either party waives a breach of this agreement that waiver is limited to that particular breach.

8.8 All verbal agreements and supplementary orders will be subject to the terms and conditions laid out in this main agreement.

8.9 Law: this agreement will be governed by and construed and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.