

Customer Obligations and Liability

Terms and Conditions

Definitions

1. "Network Provider" means the company that provides the actual telephone line(s).
2. "Northern Telecommunications" means the company Northern Telecommunications (Company Number 3820984)
3. "Order Form" means the document attached to this contract on which you have specified which services you require
4. "Services" means the equipment used for use with your network services, protection plan and extended warranty.
5. "Term" means the period of time as shown on the Order Form being no less than 12 months and starting on the date of connection as notified to you by Northern Telecommunications.
6. "you" or "your" means the customer as named on the Order Form.

Use of the Services

7. By signing this document you agree to be bound by its terms and to cooperate with Northern Telecommunications in all matters relating to the Services to be supplied under this contract (the **Contract**) between you and Northern Telecommunications and to provide, in a timely manner, such information as Northern Telecommunications may reasonably request to facilitate the provision of the Services under the Contract and shall ensure that such information is accurate in all material respects.
8. You shall be responsible for the safe keeping and safe use of the Services and any related equipment provided to you after the commencement of this Contract. In particular you agree not to cause any attachments other than those approved of in advance by Northern Telecommunications to be connected to the equipment supplied by Northern Telecommunications under this Contract.
9. Any equipment provided to you by Northern Telecommunications should comply with the standards set by the Telecommunications Act 1984 (the Act) and any subsequent related legislation. Northern Telecommunications shall not be under any obligation to connect or keep connected any equipment if it does not comply with the Act or if in the reasonable opinion of Northern Telecommunications it is likely to cause death, personal injury, and damage or to impair the quality of the Services. You agree to use the Services in accordance with the Act.
10. You will not assign or delegate or otherwise deal with all or any of your rights and obligations under this Contract without Northern Telecommunications' prior written consent, such consent not to be unreasonably withheld.

Part Exchange

11. Northern Telecommunications reserves the right to refuse any equipment in poor condition in part exchange for the Services.

Charges and Payments

12. By signing this Contract you agree to pay Northern Telecommunications' charges no later than seven days from the date on which you are invoiced unless you intend to pay by direct debit and have completed a direct debit mandate.
13. All prices, unless specifically stated otherwise, are exclusive of VAT.
14. Unless otherwise agreed by Northern Telecommunications in writing any monetary incentives you have received for entering into or continuing with or extending the period of the Contract including cash backs, refunds or other payments or schemes from time to time offered by Northern Telecommunications or any other telecommunications company that Northern Telecommunications may do business with (together; the **Incentives**) will normally be paid at the mid-point of the Contract period so far as is possible.
15. Northern Telecommunications operates a minimum usage policy to which you must adhere. There must be a reasonable level of genuine and regular outbound call usage. A handset must make an average of at least 10 minutes per month of outbound calls (or SMS/GPRS usage of equivalent value, i.e. £1+) over a rolling three month period, to be considered "active" at the time it is assessed. Failure on your part to adhere to such policy will entitle Northern Telecommunications to terminate the Contract forthwith and/or recover all Incentives paid under the Contract for the entire period of the Term and all losses and charges which Northern Telecommunications may incur as a result of doing so.
16. Northern Telecommunications reserves the right to withhold any Incentives otherwise due to you under this Contract if at the time of claiming the Incentives you have any form of liability outstanding to Northern Telecommunications under the terms of this Contract or under any other contract with Northern Telecommunications.
17. Any failure on your part to perform or delay in the performance of any of your obligations under the Contract will render you liable to repay to Northern Telecommunications any Incentives that have been paid to you over the course of the Contract. Such failure shall also disqualify you from receiving any future Incentives to which you would have been entitled were it not for your failure to perform or delay in the performance of your obligations under the Contract.
18. Northern Telecommunications reserves the right to charge daily interest on any amounts outstanding after 14 days of invoicing (in accordance with clause 12) until payment in full is received at a rate equal to 2 percent per annum above the Barclays Bank plc Base Lending Rate current from time to time,

whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this Contract.

Liability

19. In the event that you breach a material term of this Contract and fail within 14 days of written notification by Northern Telecommunications to remedy such breach then Northern Telecommunications may at its sole discretion and upon giving you written notice elect to terminate the provision of the Services to you. Such notice may be given either orally or in writing, but if given orally shall be confirmed in writing. In the event that the breach is remedied by you (if capable of remedy) within the 14 day period as set out above, then Northern Telecommunications shall have the option of either terminating this Contract under the provisions below or of continuing the Services, whichever it shall elect.
20. If the performance of the obligations of Northern Telecommunications under this Contract is prevented or delayed by any act or omission by you, your agents, sub-contractors or employees, Northern Telecommunications shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay and furthermore you shall be liable to pay to Northern Telecommunications, on demand, all reasonable costs, charges or losses sustained or incurred by Northern Telecommunications arising directly or indirectly from your failure to perform or delay in the performance of any of your obligations under the Contract subject to Northern Telecommunications confirming such costs, charges and losses to you in writing. Losses sustained by Northern Telecommunications in such circumstances may include payments which would have been received by it from third parties had you performed your obligations under this Contract.
21. Northern Telecommunications shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from the commission of stationery, advertising or marketing material, business cards or any printed material that bears your assigned telephone number or contact details.
22. In the event that the Services provided fail or otherwise cause you to seek out an alternative supplier Northern Telecommunications will not be responsible for that supplier's charges.
23. Subject to Clause 20 neither party shall be responsible to the other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever.
24. Each party's liability in tort, contract or otherwise arising out of or in connection with the performance of either parties obligations under this Contract shall be limited to £1,000,000.
25. Northern Telecommunications shall not be liable to you for any damage or loss which may be incurred by you due to any cause beyond Northern Telecommunication's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of

Government, highways authorities, other public telecommunications operators or other competent authority production or supply of services by third parties.

Termination

26. Notwithstanding anything to the contrary expressed or implied in this Contract either you or Northern Telecommunications (without prejudice to either's rights) may terminate this Contract in the event that;
- 26.1 The other party is in breach of a material term of this Contract and upon being given notice of that breach in writing fail to remedy that breach within 14 days; or
- 26.2 A liquidator (appointed other than for the purpose of amalgamation or reconstruction of a solvent company), trustee in bankruptcy, administrator, receiver or receiver and manager is appointed in respect of the whole or any part of the other party's assets and/or undertakings; or
- 26.3 The other party becomes unable to pay its debts within the meaning of s123 of the Insolvency Act 1986, or other circumstances arise that entitle a Court or creditor to appoint a receiver or administrator or to make a winding up order.
27. In the event of termination, howsoever it occurs, you will have to pay immediately all charges outstanding as at the date of disconnection.
28. In the event of termination any equipment supplied by Northern Telecommunications whether at cost and which has not been paid for by you in full or free of charge remains the property of Northern Telecommunications. Northern Telecommunications reserve the right upon termination of this Contract to either reclaim any equipment supplied which must then be made available for collection in accordance with the terms of this Contract or for that equipment supplied at cost but not paid for in full invoice you for the outstanding cost of such equipment in accordance with the terms of this contract.

General

29. This Contract is separate to your agreement with your Network Provider and represents the entire understanding between you and Northern Telecommunications in relation to the Services.
30. This Contract supersedes all other agreements and representations made by either party, whether oral or written and this document may only be modified if such modification is in writing and signed by a duly authorised representative of Northern Telecommunications and yourself. Neither party excludes or seeks to exclude liability to the other by reason of fraud or fraudulent misrepresentation pursuant to this or any other clause.
31. Failure by any party to exercise or enforce any right conferred by this document shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement or any other right on any later occasion.

32. Any notice, invoice or other document which may be given by Northern Telecommunications under this Contract shall be deemed to have been duly given if left at or sent by first class post to an address notified to Northern Telecommunications in writing by you as an address to which notices, invoices and other documents may be sent. In the absence of this written notification notices, invoices or other documents will be sent to your usual or last known place of abode or registered office if a limited company.
33. Any notice which you may need to give Northern Telecommunications under this Contract shall be given by prepaid recorded delivery letter to the address shown below.
34. This document shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the jurisdiction of the English courts.
35. A person who is not party to this agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that act.
36. Any complaints, notices or other communications should be made in writing and addressed to Northern Telecommunications, Suite 2 Delphi Building Moorgate Road Knowsley Liverpool L33 7XL.

Additional Obligations & Liability for O2 Customers

For customers who have connected to a twenty four month contract on the O2 network, please note that;

- A. This Contract shall remain in force for the duration of your contract with O2.
- B. Northern Telecommunications will contact you around month eleven of the twenty four month contract term (the Mid Term Point) and will give you the opportunity to extend the contract for a further twelve months, effectively making the original contract a thirty six month contract. At the same time we will revisit your equipment and tariff requirements.
- C. At the Mid Term Point in your contract with O2 you will be obliged to pay any outstanding amounts that you may owe under both your contract with O2 and Northern Telecommunications.
- D. As a result of the way in which Northern Telecommunications are paid by O2 (ie through staggered payments) please note that in the event that you fail to re-sign your O2 contract for whatever reason at the Mid Term Point through Northern Telecommunications you will be liable to compensate Northern Telecommunications to the amount of one hundred and fifty pounds per mobile phone number.
- E. Any re-sign must be completed directly through Northern Telecommunications and not via another dealer, distributor, service provider or directly with the O2 network.

- F. Any Incentive paid must be re-paid to Northern Telecommunications within 14 days of you re-signing with another provider having failed to re-sign mid term directly with Northern Telecommunications. Northern Telecommunications will invoice you for the amount of any Incentives to be returned by virtue of this clause. After 14 days Northern Telecommunications reserves the right to charge interest in accordance with clause 18 above.
- G. Any equipment supplied must be returned to Northern Telecommunications within 14 days of you re-signing with another provider having failed to re-sign mid-term directly with Northern Telecommunications. Northern Telecommunications reserve the right to either reclaim any equipment supplied which must then be made available for collection in accordance with the terms of this Contract or for that equipment supplied at cost but not paid for in full invoice you for the outstanding cost of such equipment in accordance with the terms of this contract

Mobile Phone Extended Warranty Scheme Terms & Conditions

- 1.1. As a member of our Extended Warranty Scheme, you will be entitled to a loan phone while your own is being repaired. Northern Telecommunications will endeavour to dispatch your loan phone to you within:-
- 1.1.1. 24 hours for the UK,
 - 1.1.2. 48 within Europe,
 - 1.1.3. 60 hours – for the rest of the world.
- Please allow one extra day in each instance for Sundays and Bank Holidays,.
- 1.2. Should your phone be irreparable then you will be entitled to keep the loan phone which was sent to you originally. Northern Telecommunications will notify you in writing if your phone is irreparable and confirm the conditions on which you may keep your loan phone or receive an alternative.
- 1.3. All loan phones must be returned to Northern Telecommunications with 7 days of request.
- 1.4. Failure to return loan phones within 7 days of request will result in a daily charge of £5 per device.
- 1.5. Water damage, physical damage, negligence and lost phones are not covered under the terms of warranty.
- 1.6. The warranty comes into effect at the beginning of month 13 when the manufacturer's warranty expires, and expires at the end of month 36.

**Mobile Phone Protection Plan:
Terms & Conditions**

- 2.1. This plan can only be taken out on handsets supplied by Northern Telecommunications, or for existing handsets upon confirmation to Northern Telecommunications of the handset's IMEI number. For existing handsets coverage under the Protection Plan will not commence until the relevant IMEI number has been received.
- 2.2. Payment is by monthly instalments via direct debit, for the duration of the contract unless a shorter period is agreed in writing by Northern Telecommunications in accordance with the terms of this Contract which must be fully paid up in the event of a claim.
- 2.3. There is an excess of £30.95 (this includes postage & packing per handset) on any claim.
- 2.4. All claims for theft must be supported by a police crime report number that has been verified.
- 2.5. If a loan phone is supplied the costs of returning this phone are to be paid by you.
- 2.6. All loan phones are provided subject to availability and in accordance with the terms of this Contract.
- 2.7. Northern Telecommunications cannot guarantee to supply a like for like replacement loan phone since this is based entirely on what is available in stock at the time.
- 2.8. All loan phones remain the property of Northern Telecommunications and must be returned on time as specified in a written request sent by Northern Telecommunications to you.
- 2.9. Northern Telecommunications reserve the right to impose a daily rental charge at the rate of £5 per phone / item per day in the event that a loan phone is not returned in accordance with clause 8.
- 2.10. Loan phones must be returned in the same condition as they were sent, this includes the box which must not be defaced or damaged.
- 2.11. In the event that the phone is returned incomplete, - this includes (but is not limited to) missing components such as aerials, batteries, mains chargers, in-car chargers, blue tooth headsets, instructions and the box for the phone, Northern Telecommunications reserves the right to charge the price as if new for each missing item.

Mobile Phone Protection Plan: Termination

- 2.12. Unless amended by any provision of the Order Form or terminated by any of the provisions above the minimum term of the Mobile Phone Protection Plan shall be 12 months exclusive of any periods of notice required under the terms of this Contract.
- 2.13. Within 14 days of the date as shown on the Order Form you may terminate the Mobile Phone Protection Plan by sending written notice of your intention to cancel to the address provided at clause 36. Upon receiving this notice and the return of any Equipment in a satisfactory condition that you may have already received Northern Telecommunications will refund you the amount shown overleaf as the total amount spent on the Mobile Phone Protection Plan.
- 2.14. You may also terminate the Mobile Phone Protection Plan at any point by giving no less than 30 days written notice of your intention to terminate to the address provided at clause 36.

Mobile Phone Protection Plan: Exclusions

- 2.15. Northern Telecommunications will not be liable under the terms of the Mobile Phone Protection Plan for the following;
 - 2.15.1. Theft or attempted theft from an unattended vehicle, unless the handset is in a secure place within a locked vehicle.
 - 2.15.2. Theft from a property unless such theft is by forcible and/or violent entry/exit.
 - 2.15.3. Damage by moisture or water damage.
 - 2.15.4. Damaged screens and lost phones.