

THESE TERMS AND CONDITIONS (the "Conditions") APPLY TO THE SUBSCRIPTION, PURCHASE AND USE OF ALL TIMETALK'S PRODUCTS AND SERVICES THAT ARE INTENDED FOR USE BY RESIDENTIAL CONSUMER CUSTOMERS (i.e. not businesses). THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS

THESE CONDITIONS COME INTO EFFECT ON 1st September 2014

**Important Information:**

THESE CONDITIONS COMPRISE AND ARE MADE UP OF, WHERE APPLICABLE, THE FOLLOWING TERMS AND CONDITIONS (INCLUDING ANY DOCUMENTS REFERRED TO IN THOSE TERMS):

- The Multi-Play Package Agreement (applicable when services and/or equipment are provided to you as part of a package of services)
- These Residential Terms and Conditions
- Service Terms applicable to the individual service that we provide, including:
  - Broadband
  - Line Rental
  - Calls/Talk
  - Enhanced Services
- Price List
- Acceptable Use Policy
- Privacy Policy
- Special Promotion Terms and Conditions
- Collection Agent Terms and Conditions

In the event of any conflict or discrepancy between the above terms they shall prevail and take priority in the order listed above.

YOU WILL BE DEEMED TO HAVE RECEIVED THESE CONDITIONS WITHIN 48 HOURS OF THEM BEING SENT TO YOU AND BY USING THE SERVICES YOU WILL BE DEEMED TO HAVE ACCEPTED THESE CONDITIONS. IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT YOUR UNDERSTANDING OF WHAT HAS BEEN AGREED, OR IF YOU DO NOT UNDERSTAND ANY PART OF THEM, YOU SHOULD LET TIMETALK 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.

THE CONTRACT BETWEEN YOU AND TIMETALK IS CONCLUDED THROUGH DISTANCE MEANS WHEN WE ISSUE YOU WITH YOUR ORDER CONFIRMATION. THIS MEANS THAT YOU HAVE A 'COOLING OFF' PERIOD DURING WHICH YOU CAN CHANGE YOUR MIND ABOUT TAKING OUR PRODUCTS AND/OR SERVICES. FOR FULL DETAILS PLEASE SEE CONDITION 11 WHICH SETS OUT YOUR CANCELLATION RIGHTS.

SHOULD THINGS GO WRONG WE HAVE A CUSTOMER COMPLAINTS CODE WHICH TELLS YOU HOW YOU CAN MAKE A COMPLAINT AND WHAT WE WILL DO TO TRY AND RESOLVE YOUR COMPLAINT AND PUT THINGS RIGHT. OUR CUSTOMER COMPLAINTS CODE CAN BE FOUND AT [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info)

**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 under the heading "Defined Terms". Others appear in the text of these Conditions:

**2. Contract Formation**

- 2.1 If you complete your Registration Form online you will have the opportunity to check the form before you submit it to timetalk so that you can correct any input errors.
- 2.2 Completing and submitting an online Registration Form (or confirming an order over the telephone with one of our agents) will be treated as an offer by you to purchase the Service(s) and any Equipment for the price specified in the Registration Form or advised to you over the telephone. Upon receipt of your Registration Form or verbal request timetalk will verify your order and will send you an Order Confirmation accepting your order. The contract between you and timetalk is formed and becomes legally binding when you receive the Order Confirmation.
- 2.3 timetalk may decline your order for whatever reason. If we do you will be notified as soon as possible.
- 2.4 The Contract Minimum Period starts on the Start Date. The applicable Contract Minimum Period(s) will be set out in your Order Confirmation.

**3. The Services**

- 3.1 In exchange for your payment of the Charges, we will provide you with the chosen Service(s) and any Equipment for use in connection with the Service(s). You agree to use and pay for the Service(s) on the terms and conditions of the Contract.
- 3.2 If we provide you with more than one Service, you will have a separate Contract for each Service. If we provide you with two or more Services as part of a package then the

terms of the Multi-Play Package Agreement will also apply to the Services you receive as part of that package, which shall, in the event of any discrepancy, take priority over these Conditions.

- 3.3 Activation of the Service(s) may result in you experiencing a temporary loss of your analogue line. We accept no responsibility for and will not be liable for this loss.
- 3.4 Where we agree to provide you with bundled Service(s) we may nominate a specialist partner to perform and deliver elements of the bundled Service(s). Our specialist partners will supply elements of the Service(s) in accordance with terms of the Contract. Whilst the specialist partner will invoice you directly for the elements of the Service(s) they provide, the aggregate cost of the bundled Service(s) will not exceed the Charges you have agreed with us. Our nominated Collection Agent will collect all payments to make things easier for you.
- 3.5 The Service(s) will only be provided to the Service Address.
- 4. Business Use**
- 4.1 The Service(s) and any Equipment are provided exclusively for personal use and must not be used for business or commercial use.
- 4.2 If you use the Service 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 (and hereby exclude our liability) for consequential and indirect losses and/or any loss of profit, business opportunity, goodwill, reputation, revenue and/or anticipated savings, wasted expenditure and/or loss of data suffered by you in connection with the Service, whether in contract, tort (including negligence or otherwise) and whether or not such losses were foreseeable at the time you entered into the Contract.

The Cancellation Period(s) in condition 11 below do not apply to business users.

**5. Quality of Services**

- 5.1 We do not warrant (or promise) that the Service(s) will be free of defects, uninterrupted or secure but we will endeavour to correct reported defects as soon as we reasonably can. In performing its obligations under the Contract, timetalk will exercise the care and skill to be reasonably expected of a competent service provider providing services of the nature being provided.
- 5.2 timetalk's provision of the Service(s) is dependent upon the operation of the Telecom Provider's telecommunications network and, where appropriate, the operation of the Internet in general. timetalk will not be liable for any failure or delay in service that is due to problems with any Telecom Providers' telecommunications network or the Internet in general, except to the extent that those problems are caused by timetalk's negligence.
- 5.3 Where you use Third Party Equipment in conjunction with the Service(s) and timetalk's provision of the Service(s) is dependent upon the operation of that Third Party Equipment, we will not be liable to you for any failure or delay in service caused or due to problems with the Third Party Equipment, except to the extent that those problems are caused by timetalk's negligence.
- 5.4 From time to time timetalk may suspend the whole or any part of the Service(s) for routine maintenance work. We will give you as much notice of such suspension as reasonably possible by posting details on the service status page at <http://www.timetalk.co.uk/info> or by e-mail. timetalk will not be liable to you for any loss you (or any users of the Service(s)) may suffer as a result of such suspension.
- 5.5 Whilst timetalk uses reasonable endeavours to keep its Service(s) secure and free of viruses, worms and other hostile code it does not guarantee that this will be the case. timetalk reserves the right to suspend the whole or any part of its Service(s) at anytime without notice or compensation to investigate and take steps to try to stop or prevent any security breach or remove any suspected virus, worm or other hostile code.

**6. Privacy Policy**

To enable timetalk to provide you with a Service we will collection information about you, which we will hold on our computer database. The information we collect and the ways we use your personal data are detailed in the Privacy Policy. For the purposes of providing you with telephone support you agree to your personal data being accessed from outside the EEC.

**7. Charges, Payment Terms, Credit Limits and Deposits**

- 7.1 You agree to pay all Charges for the Service(s) and any Equipment, together with any and all additional charges referred to either in these Conditions, your Order Confirmation or the Price List. All Charges include any applicable Value Added Tax (VAT).
- 7.2 We may ask you to pay a non-interest bearing deposit. Any deposit will be a reasonable amount that reflects the level of your payment obligations to us, your historic or anticipated use of the Service(s), your payment history and/or your credit rating. You agree that we can apply any deposit against sums that are owed to us. You may request the return of any deposit but acknowledge that we may first deduct any sums that are due to us and your credit limit may be reduced and/or payment terms changed

- 7.3 We may impose a credit limit either at the start of your Contract or at any time during the Contract. Unless we agree with you otherwise, your credit limit will be set at an amount equal to the fixed recurring charges applicable to the Service(s) plus £30. This includes a £20 credit limit that applies to call charges made outside of any inclusive call package. You may request us to increase your credit limit at any time by contacting us, but our agreement may be conditional upon you paying a non-interest bearing deposit or providing some other form of security. We may reduce the credit limit depending upon your payment history. Where we do we will contact you in advance. We may suspend or restrict your Service(s) in the event of your credit limit being exceeded but we will not be under obligation to do so. You will remain liable for Charges incurred in excess of the credit limit. Where your credit limit is exceeded we may ask you to pay all Charges in excess of your credit limit as a condition to us removing any restriction or reinstating any Service(s).
- 7.4 You agree to pay the Charges by Direct Debit or by debit/credit card. For payments made other than by Direct Debit additional charges may apply. These charges are set out in our Price List.
- 7.5 By entering into a contract with timetalk and agreeing to take a Service, you agree that timetalk may, whether itself or by instructing a third party to do so on its behalf, carry out credit checks on you at any time. We may make searches about you with credit reference agencies using the information you have supplied to us. The credit agencies will provide us with credit information about you, which may also include information obtained from the Electoral Register. A record or 'footprint' of any credit search we make with credit reference agencies will appear on your credit file. This footprint may be seen by other organisations that carry out a credit search on you. This may have a positive or a negative impact on your credit rating. We may use information you provide to us and the information we receive from any credit search to assess the creditworthiness (which may involve credit scoring) of you and those with whom you are linked financially and/or who are part of your household as well as to confirm your identity and address. We may also use this information to take decisions about the operation of your account, including whether to impose credit limits, request a deposit or restrict your use of certain Service(s) as well as to trace debt. We may also provide details of your payment history with us to credit agencies.
- 7.6 timetalk requires you to enter into a separate agreement with our Collection Agent for the purposes of establishing, administering processing and collecting payments due from you for the Service(s) we provide.
- 7.7 Certain one off Charges are payable immediately, for example set-up, installation, connection or activation charges. Subscription and usage Charges will be calculated from the Start Date. Charges for subscription or rental are generally payable monthly in advance whilst usage related charges e.g. calls or bandwidth usage charges are payable monthly in arrears.
- 7.8 Your first bill may be higher than subsequent bills as it will include any one-off charges (for example, set-up, installation or connection charges) your subscription and usage charges from the Start Date to the date of your first bill as well as your subscription charges for the following month (payable in advance). After that, we will bill you at regular intervals, although we may bill you and collect payment for any time for one off charges as soon as they are incurred. We may also produce bills at different times if you have failed to keep to the payment terms or if the Charges on your account are much higher than expected.
- 7.9 Unless you specifically request us to send you a paper bill (and you pay the appropriate charge detailed in the Price List) all bills will be made available to you online and can be viewed by you logging on to My Account.
- 7.10 You agree to pay the Charges as soon as you receive your bill, unless we agree with you to the contrary.
- 7.11 If you dispute any Charges, you must notify timetalk within 30 days from the date of the bill containing the disputed charge and giving us full written reasons why the Charge(s) is/are disputed. You must still pay all undisputed charges in full by the due date.
- 7.12 Usage based charges are calculated in accordance with information recorded by or on behalf of timetalk and, except in the case of manifest error, you agree that timetalk's records shall be accepted as evidence of your usage of the Service(s).
- 7.13 You are responsible for all Charges incurred as a result of the use of the Service(s) whether the use is by you or someone else except where unauthorised usage occurs as a result of our negligence.
- 7.14 Should your Direct Debit and/or debit/credit card instruction fail for whatever reason an Administration Charge of £10 will become immediately due and payable and added to your account. You also agree that we can collect the outstanding payment using any other payment method you may have authorised us to use.
- 7.15 If you do not pay your bill in full by the due date we will send you reminders. If you have still not paid in full within 7 days of the due date we may:
- Impose a Late Payment Charge of £10;
  - Charge you daily interest on any overdue payment at a rate equal to 4% per annum above the base-lending rate of National Westminster Bank plc from time to time; and/or
  - vary your payment terms in respect of future payments;
  - suspend and/or restrict your use of the Service(s) without liability to Timetalk; and/or
  - terminate your Contract with Timetalk in accordance with condition 9.1.
- The charges referred to in condition 7.13 and sub-paragraph (a) above are not subject to VAT as they are payments to compensate us for you breaking the terms of your agreement.
- 7.16 If you wish to resume a Service after it has been suspended or terminated a Reconnection Fee may apply.
- 7.17 timetalk reserves the right to charge an Abortive Visit Charge in the event an engineer attends at your Service Address at a previously agreed appointment slot and is unable to gain access to the Service Address, is prevented by you or the condition of the Service Address from undertaking the work, you or your authorised representative are not present or a responsible adult is not present. If the purpose of the appointment is to investigate and/or repair a fault with the Service reported by you and the cause of the fault is caused by your act or omission, by the internal wiring of or the environment within the Service Address, Third Party Equipment, the misuse of the Service or a failure by you to comply with your obligations under these conditions an Abortive Visit Charge may also be payable. You will not be charged an Abortive Visit Charge where the visit is abortive due to timetalk's negligence or is the fault of the engineer. We may change the Abortive Visit Charges from time to time to reflect changes to third party engineer's charges. Current charges will appear in the Price List.
- 7.18 The amount you pay for non-usage based charges (for example line rental and broadband subscription but not call charges) shall remain fixed throughout the applicable Contract Minimum Period. This is known as the 'In Contract Price'. After the expiry of the Contract Minimum Period the Out of Contract Price(s) shall apply to non-usage based charges from the expiry of the Contract Minimum Period until the agreement for the relevant Service(s) is/are terminated or you enter into a new agreement with us for the provision of the Service(s). Where 'In Contract' and 'Out of Contract' prices apply, these prices will be stated in your Order Confirmation.
- 7.19 If we do not receive the Charges from you as they fall due, we may instruct an external debt collection agency to collect the unpaid charges on our behalf. You will have to pay us extra compensation for breaking your contract which will not exceed the charges we have to pay to the external debt collection agency (which may vary depending upon how much you owe). These charges will be added to the amount you owe.
8. **Your Responsibilities and Obligations**
- Use of the Service(s)
- 8.1 The Service(s) are designed and intended for private use only and may only be used for your own personal use and enjoyment. Except as provided below, you are responsible for your use of the Service(s) and for any use of the Service(s) by others using your account, whether or not you authorised or were aware of such use. timetalk will not hold you responsible for any use of the Service(s) made via your account without your authority which occurs as a result of timetalk's negligence or breach of these Conditions.
- 8.2 You agree to follow any reasonable instructions we may give you regarding use of the Service(s).
- 8.3 Any content, software or materials we may supply you with as part of the Service(s) is for your personal use only and you agree that you will not copy, change or publish the material in any way or use of supply it to some else for any business purpose or use.
- 8.4 Should we, any of our associated companies or our Telecoms Providers require permission from someone else for the purposes of providing the Service(s), for example if there is a need to cross their land or site equipment on their premises, you agree to obtain the permissions or, where appropriate, co-operate with us and provide reasonable assistance in securing the permission(s).
- General
- 8.5 You agree that you:
- are over 18 years of age;
  - will comply with any policies or guidelines we publish governing how you are allowed to make use of the Services including, but not limited to, the Acceptable Use Policy;
  - are responsible for providing, paying for and complying with the conditions applicable to an appropriate telecommunications connection provided by the Telecom Provider and you agree that you will not block any means of identifying you which that connection supplies;
  - except for Equipment that we agree to provide for use in connection with the Service(s) you are responsible for providing all hardware, software or other equipment necessary to enable you to use the Service(s);
  - will provide true, complete and accurate information in any communication with us including when you order or register to use the Service(s) and that you will notify timetalk immediately of any changes to the information provided;
  - will take all steps necessary to ensure that any password allocated to you is kept confidential and is not used by any third party and notify timetalk 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 the Service(s);

- 8.5.7 will make appropriate security and confidentiality provisions in relation to **your** use of the **Service(s)**; and
- 8.5.8 will keep any appointments agreed with **timetalk** or its agents, for the provision of the **Service** that are necessary for the repair of the **Service** and acknowledge that failure to do so may result in an **Abortive Visit Charge** or a **Cancelled Appointment Fee** becoming payable by **you**.
- 8.5.9 must not use the **Service(s)** or allow the **Service(s)** to be used to make calls, send data, publish, receive or send material which is or may reasonably be deemed by **us** or **our Telecoms Providers** to be offensive, indecent, defamatory, menacing, a nuisance, racist, a hoax or likely to cause annoyance, inconvenience or needless anxiety to another or to infringe the intellectual property rights of any third party or in such way as to constitute a criminal offence.

## 9. Breach of your Obligations

- 9.1 If **you** breach, or **we** reasonably suspect that **you** have breached or may breach of any of **your** obligations under these **Conditions** (including but not limited to payment of **Charges**) or **our Acceptable Use Policy** **we** may terminate and/or suspend the provision of the whole or any part of the **Service(s)** without prior notice.
- 9.2 Suspension of the **Service(s)** under **condition 9.1** 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 **we** reasonably 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 the **Service** pursuant to condition 9.1 and subject to condition 9.3 below.
- 9.3 If **we** terminate the provision of the **Service(s)** during the **Contract Minimum Period** as a result of **your** breach then, in addition to any other **Charges** that may become due and payable upon termination, **you** will be liable to pay an **Early Termination Charge**. The **Early Termination Charge** shall become immediately due and payable by **you** upon termination.

## 10. Equipment Agreement

- 10.1 Where **timetalk** supplies or procures the supply of **Equipment** to **you** for use in connection the **Service(s)**, **timetalk** or its representative will deliver or **timetalk** shall procure the delivery of the **Equipment** to the **Service Address** or another location in the United Kingdom notified to **timetalk** by **you**. The **Equipment** will normally be delivered to **you** within (14) fourteen days of the date of **your Order Confirmation** and before the **Start Date**, whichever is the later. In any event delivery will take place within 30 days of the date on which **your** order was accepted. The cost of delivery is included in the **Charges** unless **we** advise **you** to the contrary in writing. If **you** fail to take delivery of the **Equipment**, **we** reserve the right to charge **you** for any additional charges that **we** incur as a result.
- 10.2 **You** must inspect the **Equipment** upon receipt and inform **timetalk** in writing within five (5) days of delivery of any damaged or missing items.
- 10.3 The risk of damage to or loss of the **Equipment** passes to **you** when the **Equipment** is delivered to **you**. This means that **you** will be responsible if the **Equipment** is stolen, lost or damaged after it has been delivered to **you**.
- 10.4 If **you** have purchased **Equipment** from **timetalk**, it will not belong to **you** until **you** have paid for it in full. **You** must make payment in full for the **Equipment** prior to delivery, unless **we** agree in writing that payment is deferred to a later date (whether in part or in its entirety). Full details will be set out in **your Order Confirmation**.
- 10.5 If the **Equipment** is provided to **you** as part of **your** subscription to the **Service(s)**, the **Equipment** will remain the property of **timetalk** or its agents/affiliates and **you** may not dispose of it, sell it, or lend it to anyone. **You** must maintain the **Equipment** in good condition (fair wear and tear accepted). **You** must also return the **Equipment** to **us** within 14 (fourteen) days of the cancellation or termination of **your Contract**, at **your** cost. If **you** fail to do so, **you** will be liable to pay for the **Equipment** at the price **we** charged for the **Equipment** on the day **you** ordered the **Service(s)**, as stated in the **Price List**. If the **Equipment** **you** return is damaged or incomplete **you** must pay the cost of repairing the **Equipment** or replacing the missing parts or (if this is not possible or economically viable) the price **we** charged for the **Equipment** on the day **you** ordered the **Service(s)**, as stated in the **Price List**.
- 10.6 Before **you** install any software supplied with the **Equipment** and before **you** connect it to **your** PC or other hardware, **you** should back up or save any data. **You** must install the **Equipment** and any software provided with the **Equipment** in accordance with the installation instructions provided. **timetalk** will not be liable for any damage caused by installation of the **Equipment** and /or any software supplied with the **Equipment** other than in accordance with the installation or other instructions that may be given by **timetalk**.
- 10.7 **Equipment** purchased from **timetalk** is normally covered by a manufacturer's warranty. The length of the warranty will vary depending upon the manufacturer but will not normally be less than twelve (12) months from the date of purchase. Details relating to the manufacturers' warranty will be supplied with the **Equipment**. If the **Equipment** develops a fault **you** should contact **timetalk**.
- 10.8 In the event that a fault develops with **Equipment** supplied by as part of the **Service(s)** **you** should contact **us** and **we** will arrange a replacement. **You** must return the faulty **Equipment** to **timetalk** or its appointed agent within 14 days of receipt of the replacement

**Equipment**. If **you** fail to do so within 14 days, **timetalk** reserves the right to charge **you** the full replacement cost for the **Equipment** unless actual proof of postage and/or delivery can be provided to **timetalk**.

- 10.9 If **you** use third party equipment, hardware or software in conjunction with or as part of the **Service(s)** **timetalk** cannot be held responsible for any interruptions to or degradation of the **Service(s)** caused by or attributable to such third party hardware or software and **timetalk** does not accept liability for any faults **you** may encounter except where caused by **timetalk's** negligence. Should **you** encounter a problem with third party hardware or software **you** should contact either the person who sold **you** the item or the manufacturer.

## 11. Right to Cancel – Cooling Off Period

- 11.1 The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations") give consumers the right to cancel orders for goods and services purchased at a distance at any time up to 14 days after the date of **your** order ("the **Cooling Off Period**"). The following conditions set out how the Regulations apply to **your** purchase of goods and service from **timetalk** by distance means.

### Services

- 11.2 **You** have the right to cancel **your** order for the **Service(s)** at any time during the **Cooling Off Period** by giving **us** notice in writing or by telephone. Details on how to cancel can be found in **your Welcome Pack** and on our **Website**. Unless **you** ask **us** to provide the **Service(s)** sooner, **we** will not provide the **Service(s)** until the **Cooling Off Period** has expired. Should **we** agree to provide the **Service(s)** during the **Cooling Off Period**, at **your** request, **you** will not lose the right to cancel during the **Cooling Off Period** but **you** will be charged for the using the **Service(s)**, including a proportion of any fixed monthly charges, all usage charges, as well as any connection or activation charges associated with the **Service(s)**. Any discounts that were given as a condition to **you** taking the **Service(s)** will be ignored and the charges will be calculated on a full cost basis. **You** are also required to return to **us** at **your** cost any **Equipment** already supplied to **you** within 14 days from when **you** give notice of cancellation. **You** will not be entitled to a refund of any delivery charges. Should **you** fail to return the **Equipment** or it is lost or damaged **you** will be charged the lesser of an amount equal to the price of the **Equipment** as stated in **our Price List** at the date of **your** order or, in the case of damage or missing parts only, the cost of any economic repair and/or replacement of missing parts.

### Equipment

- 11.3 If **we** separately sell **you** **Equipment** (as distinct from providing **you** with **Equipment** without charge) **you** have a period of fourteen (14) days from the date **you** received the **Equipment** if **you** change **your** mind and cancel **your** order. **You** are required to return the **Equipment** to **us** within 14 days of cancellation at **your** cost. **We** will issue a refund within 14 days of cancellation less any delivery charges. Should **you** fail to return the **Equipment** or it is lost or damaged **you** will be charged the lesser of an amount equal to the price **you** paid **us** for the **Equipment** or, in the case of damage or missing parts only, the cost of any economic repair or replacement parts.

## 12. Termination and Suspension

### Termination by You

- 12.1 After the end of the **Cooling Off Period** referred to in condition 11, **you** may terminate **your** contract with **us** at any time by giving not less than 30 days prior notice. **You** can give notice through a variety of means, including by telephone, email and letter (addressed to 'timetalk Terminations Department', TCS Centre, Time Technology Park, Blackburn Road, Burnley, Lancashire BB12 7TW) or by any other method that may be stated on our website from time to time. For more information, including telephone numbers, email addresses and postal addresses please see [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info).

- 12.2 If:

- a) **we** receive notification via an approved industry transfer process, that **you** are transferring **your Service(s)** to another provided **we** shall; or
- b) **you** cancel **your** Direct Debit or any continuous payment authority without contacting **us** to arrange payment by alternative means **we** may treat **your Contract** as having been terminated by **you**.

- 12.3 **You** may terminate the **Contract** immediately if **timetalk** materially breaches any of the terms of the **Contract** and has failed to remedy the breach within thirty (30) days of being requested by **you** to do so in writing.

### Termination by timetalk

- 12.4 **timetalk** may terminate this **Contract** immediately by giving **you** written notice if **you** are in material breach of these **Conditions** (including any failure to pay **Charges** within 7 days of them becoming due), if **you** have given **us** false information, if **you** become bankrupt or enter into a formal arrangement with **your** creditors.
- 12.5 **timetalk** may terminate its **Contract** with **you** at any time by giving **you** not less than 30 days prior notice in writing.
- 12.6 If **timetalk** is prevented from providing the **Service(s)** for any regulatory or legal reason or as a result of the withdrawal of services by **timetalk's** providers, including but not limited to BT, **timetalk** can immediately terminate its **Contract** with **you**.

Payments Due On Termination

- 12.7 We will refund any money that we owe you within 14 days of the date of termination by will first deduct any money that you owe us.
- 12.8 If your Contract has deferred or postponed Charges, payment of these charges may be triggered by termination. Any such payments will be referred to in your Order Confirmation.
- 12.9 If notice is given to terminate the Contract before the end of any relevant Contract Minimum Period (except where notice is given by timetalk in accordance with condition 12.5 or 12.6 or by you in accordance with condition 12.3) then you are required to pay us compensation for ending your Contract early. The amount of compensation you must pay (referred to as an Early Termination Charge) will not be more than the Charges you would have paid for the Service(s) during the remainder of the Contract Minimum Period (assuming you would have used the Service(s) to the minimum extent contractually possible during this period) less any costs that we are able to save as a result of the early termination, including any cost savings made as a result of us not having to provide the Service(s). Full details of how this charge is calculated is in the Price List, which can be found at [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info).
- 12.10 You may, in addition to the Early Termination Charge, be required to pay a Cease Charge in respect of any broadband service, details of which are set out in the broadband Service Terms.
- 12.11 If timetalk has supplied you with Equipment as part of the Service(s) you must return the Equipment to timetalk within fourteen (14) days of cancellation or termination of the Contract. If you fail to do so you will be liable to pay for the Equipment at the price for the Equipment on the day you ordered the Service(s) as set out in the Price List.

Suspension

- 12.12 timetalk reserves the right to immediately suspend or restrict your access to the Service(s) or any part of them if we believe your use of the Service(s) causes or is likely to cause the whole or part of the Service(s) to be interrupted, damaged, rendered less efficient or in any way impaired, if your use of the Service(s) in timetalk's reasonable opinion contravenes the Acceptable Use Policy, or timetalk reasonably believes you are in breach of any other of your contractual obligations including but not limited to your payment obligations

**13. Warranties and Liability**

- 13.1 We make no warranties (or promises) and accept no responsibility for the accuracy of any material, data or information provided to, access by or made available to you by any third party or regarding any goods or services purchased or obtained or any transactions entered into by you using the Service. We will use reasonable endeavours to ensure that any material data and information we provide will be accurate but do not promise that it will be complete, sufficient or error free.
- 13.2 Your use of third party hardware and/or software in conjunction with the Service(s) is entirely at your own risk. timetalk will not be liable to you for any degradation of service, any interruption to or inability to receive the Service(s) or any loss or damage caused by or attributable to any third party hardware or software, except insofar as maybe caused by timetalk's negligence.
- 13.3 timetalk does not seek to exclude or limit its liability for fraudulent misrepresentation or for death or personal injury resulting from timetalk's negligence.
- 13.4 We will be liable to you for any direct physical damage to your property to the extent that it results from timetalk'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.
- 13.5 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), timetalk's liability in respect of direct loss suffered by you shall be limited to £250 in respect of anyone event or series of related events.
- 13.6 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), timetalk 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 the Service that was not reasonably foreseeable at the time the Contract was entered into and we shall not be liable for any other damages except as provided in the Contract.

**14. Changing the Terms of this Contract (Including Price and Service Changes)**

- 14.1 We may need to make changes to the terms of your Contract with us, including the Charges or the terms and conditions upon which a particular Service is provided. This condition 14 explains your rights under this Contract in the event such a change is made.
- 14.2 All changes made to your Contract (which includes our terms and conditions) or changes to our Charges or Services will be posted on our Website at [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info).
- 14.3 If we consider the proposed change is likely to be of material detriment to you then:
- (a) We will inform you of the proposed change giving you not less one month prior to the date on which the change is due to come into effect. Notice will be given to you in writing in accordance with condition 16.1.1 and/or by SMS, a notification through My Account or other permitted means. Sufficient notice will be deemed to have

been given to you if the notice is sent to the postal address, email address or mobile telephone number you provided to us when you ordered the Service(s) or any alternative address or number subsequently notified to timetalk.

- (b) If the proposed change is of material detriment to you can terminate your Contract with us without penalty by giving notice in accordance with condition 14.5.
- (c) We will inform you of your entitlement to cancel in accordance with condition 14.5 when we notify you of the change in accordance with condition 14.3(a).
- 14.4 Changes made during the Contract Minimum Period that:
- (a) increase your monthly or annual non-usage based charges for Services (such as line rental and broadband subscriptions) or any material changes to other Charges;
- (b) make a significant change to the Service(s) so that the Service(s) you receive from us in return for the payment of the Charges is/are materially altered or reduced;
- (c) make a significant change to any inclusive usage allowances or any service level inclusive allowance that results in an effective price increase;
- (d) significantly change the terms and conditions of your Contract to your material disadvantage

will be regarded as changes giving you the right to terminate your Contract in accordance with condition 14.5 below without penalty or payment of any Early Termination Charge.

Our Charges are inclusive of VAT and the rate at which VAT is charged or how VAT applies to the Service(s) may change from time to time. If there is a change in the rate of VAT or how it is applied to the Service(s) we may increase the Charges to reflect these changes. Should timetalk do so any increase will not be regarded as a price increase and will not be considered as being to your material detriment.

- 14.5 If you reasonably consider a change we have notified to you is to your material detriment you may cancel the affected Service(s) without penalty or payment of any Early Termination Charge that may otherwise be payable. To exercise this right you must give us 30 days written notice of cancellation in accordance with condition 16.1.2 below. Notice must be given to timetalk within 30 days from the date on which you were first notified of the change. If you fail to serve notice within this period you will be deemed to have accepted the change and will lose your right to end the Service(s) in accordance with this condition. We will cancel the affected Service(s) on the expiry of your notice given in accordance with this condition. During the notice period you will not be bound by the change.
- 14.6 Only Service(s) directly affected by any change can be cancelled in accordance with condition 14.5. Your Contract will continue for any remaining unaffected Service(s).
- 14.7 If we need to make changes to our terms and conditions (including changing the Charges) for reasons outside of our control (for example if changes are made to meet legal, regulatory or financial requirements) we will notify you of the changes as soon as we can. If you wish to end any affected Service(s) you will not be able to do so in accordance with condition 14.5 and an Early Termination Charge may be payable if you cancel during the Contract Minimum Period.
- 14.8 If we wish to make minor changes to our terms and conditions and/or the Service(s) that we do not consider being to your material detriment we may do so. These changes will be also posted on the Postboard and could include:
- (a) making alterations to the Service(s) we consider are necessary to improve the quality of the Service(s) or which are beneficial to our customers (for example if we make new features available as part of the Service(s));
- (b) changing terms and conditions of the Contract to reflect improvements we make to our operations and the way we do business with you (for example changes to our policies and procedures or our business practices) or changes made to enhance security or accessibility or for technical reasons;
- (c) minor changes or additions that do not affect you significantly, which improve or update or harmonise our terms and conditions.

**15. General**

- 15.1 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
- 15.2 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.
- 15.3 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 timetalk's provision of the Services.
- 15.4 The Contract only gives rights to and places obligations upon you and timetalk. No other person or company has any rights under the Contract or may enforce it against either you or timetalk.

15.5 Although formed outside of the United Kingdom we agree that 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.

15.6 Neither **you** nor **timetalk** 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/timetalk's** reasonable control.

## 16. How to Give Notice

16.1 If either of **us** gives a notice to the other under the **Contract** (including, without limitation, to cancel the **Contract** or a **Service**) 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:

16.1.1 To **timetalk**: at the postal address or email address shown on the **timetalk** website at [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info) or an alternative address which **we** may give **you**.

16.1.2 To **you**: at the postal or email address **you** specify when registering for the **Service** or an alternative address which **you** may give to **timetalk**, or at the email address provided to **you** as part of the **Service**.

## 17. Defined Terms

"**Abortive Visit Charge**" means the amount specified in the **Price List** from time to time.

"**Acceptable Use Policy**" means the acceptable use policy at <http://www.timetalk.co.uk/info>.

"**Administration Charge**" means the charge to compensate **timetalk** for additional administration costs associated with a failed collection by means of Direct Debit or credit/debit card as set out in the **Price List**;

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

"**Cancelled Appointment Fee**" means the charge for late cancellation by **you** of an engineer's appointment at the **Service Address** that was previously agreed by **you** as stated in the **Price List**;

"**Collection Agent**" means Intouch Collections or such other collection agent as **we** may notify **you** in writing from time to time;

"**Connection Charge(s)**" mean charges for connecting, installing or activating a **Service** as listed in the **Price List** and/or specified in **your Order Confirmation**;

"**Contract**" means the agreement between **us** which is made up of these **Conditions**, the **Order Confirmation**, the applicable Service Terms, the **Price List**, the **Privacy Policy** and the **Acceptable Use Policy**.

"**Contract Minimum Period**" means the minimum subscription period that applies to the **Service(s)** as set out in the **Order Confirmation** and/or **Price List**.

"**Early Termination Charge**" means the charge payable by **you** to compensate **timetalk** for the early termination of **your Contract**. This charge will not be more than the **Charges you** would have paid for the **Services** during the remainder of the **Contract Minimum Period** (assuming **you** would have used the **Services** to the minimum extent contractually possible during this period) less any costs that **we** are able to save as a result of the early termination, including any cost savings made as a result of **us** not having to provide the **Services**. The amount of the charges is calculated by multiplying the number of remaining of the **Contract Minimum Period** as at the date notice of termination is given or deemed to have been given (rounded up to the nearest month) multiplied by the compensation rate stated in the **Price List** plus an addition a fixed charge of £50 if notice of termination is given in the first 12 months of the **Contract Minimum Period** or £25 if given thereafter;

"**Equipment**" means any equipment supplied to **you** by or on behalf of **timetalk** for use in connection with the **Service(s)**.

"**In Contract Price**" means the non-usage based **Charge(s)** for the **Service(s)** stated in **your Order Confirmation** that are payable for the **Service(s)** during the **Contract Minimum Period** as further explained in condition 7.16;

"**Late Payment Charge**" means the charge to compensate **timetalk** for **you** breaching of **your** payment obligations under these **Conditions** (including but not limited to additional administration in monitoring **your** account sending **you** payment reminders) as stated in the **Price List**; "**Order Confirmation**" means the communication (e-mail or letter) sent to **you** by **timetalk** confirming **your** order;

"**Out of Contract Price**" means the non-usage based **Charge(s)** for the **Service(s)** payable by **you** following the expiry of the **Contract Minimum Period** at the rate(s) prevailing on the date the **Contract Minimum Period** ends as published at that time in the **Price List** and as further explained in condition 7.16;

"**Post board**" means the **timetalk** post board at <http://www.timetalk.com/info>;

"**Price List**" means the **timetalk** price list from time to time in force as posted on the **Website** at [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info).

"**Priority Connection Service**" means an expedited connection service to connect and/or activate the ordered **Service(s)** within 14 days from the date of **Order Confirmation** the charge for which set out in the **Price List**; "**Privacy Policy**" means the privacy policy at <http://www.timetalk.co.uk/info>;

"**Reconnection Fee**" means the charge for reconnecting **your Service(s)** following their suspension or termination as specified in the **Price List** from time to time in force;

"**Registration Form**" means the form displayed on-line by **us** and completed by **you** or the form completed by or on **our** behalf from information supplied by **you** over the 'phone;

"**Service(s)**" means the broadband, line rental, calling/talk and/or other services stated in the **Order Confirmation** and more particularly described in the **Price List** on the date **your** order is accepted;

"**Service Address**" means the residential address at which **timetalk** agrees to provide the **Service(s)** to **you**;

"**Service Availability Area**" means the geographic area where the **Service** is available from time to time, as published on **timetalk's** website (<http://www.timetalk.co.uk/info>);

"**Setup Fee**" means the fee referred to in **your Order Confirmation** for setting up **your** account and/or **Service(s)**;

"**My Account**" means an area on the **Website** that **you** can access by entering your username and password that allows **you** to view details of the **Service**, data usage and billing and payment histories;

"**Start Date**" means the date when the **Service(s)** is/are first made available for **you** to use;

"**timetalk**" or "**our**" or "**we**" means Supatel Limited (trading as **timetalk**), company registration number 267725 whose business address is at Quality Tower, 41 Constantinou Paleologou Avenue, 6036, Larnaca CYPRUS and whose registered office address is at STADYL Building, Corner of Them. Dervis – Florinis Street, CY 1065 Nicosia, Cyprus;

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

"**Third Party Equipment**" means any equipment, including but not limited to telephones, handsets, modems and routers, not supplied to **you** by **timetalk** as part of the **Service(s)**;

"**Us**" means **you** and **timetalk**;

"**Welcome Pack**" the pack of information sent to **you** by **timetalk** following acceptance of **your** order providing important information about **your** use of the **Service(s)**;

"**You**" and "**your**" means the purchaser of the **Service**;