

**More Solutions Ltd**  
 6a Belgic Square, Fengate,  
 Peterborough, PE1 5XF  
 Tel: **0800 0 832 812**  
 Fax: 0845 45 89 556



### The Phone Co-Op – *Home and Business Service Agreement*

Please complete, sign and return this form, by post or fax, to More Solutions Ltd at the address and fax details above. **Include with your application copies a recent BT bill for each telephone number to be signed up** (the front page is sufficient, please ensure that the BT account number is shown). If you have any questions relating to this form or the service call 0800 0 832 812.

### CONTACT DETAILS

Organisation Name	
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agree that The Phone Co-Op Ltd supply telecommunications as detailed below:

Contact Name	
Address	
Postcode	
Contact Telephone	
Fax Number	(optional)
Email	(optional)

### TELEPHONE NUMBERS

Please arrange for the following telephone numbers to route calls through The Phone Co-op (see overleaf for additional notes):

Existing BT Number <sup>1</sup>	Access Method <sup>2</sup>	No of lines <sup>3</sup>	PABX? <sup>4</sup>	0845 or 0800 number <sup>5</sup>
	Auto/Prefix			
	Auto/Prefix			
	Auto/Prefix			

### YOUR AGREEMENT

In applying for your service I confirm that I am over 18 years of age and am authorised to sign this contract. I agree to be bound by the terms and conditions which are available on request.

<b>Signed:</b>	<b>Print Name:</b>
<b>Date:</b>	<i>For Office Use Only:</i> Channel ID: <b>291</b> , A/C No:

**Important note:** More-Solutions Ltd acts as an agent for The Phone Co-op, and your service agreement is with them. You can contact The Phone-Coop directly, quoting "Channel ID" 291, on 0845 458 9000 or by post to The Phone Co-op Ltd, 5 The Millhouse, Elmsfield Business Centre, Worcester Rd, CHIPPING NORTON, Oxon OX7 5XL. However, note that voucher redemption (if appropriate) is only valid if via More-Solutions Ltd at the address at the top of this form.

**Notes:**

The following notes apply when entering your telephone number details:

<sup>1</sup> Enter your full BT number, including dialing code. If you have more than one number you would like to enable, list them all (use a continuation sheet if necessary). Ensure that all numbers you require service on are listed here, including any contact or fax numbers you may already have listed at the top of the form.

<sup>2</sup> For each number, decide whether you want automated access, configured at the BT exchange (recommended), or to be issued with a four digit prefix to insert before all calls you make. (Delete as applicable.)

<sup>3</sup> Tell us how many lines share this number. (For most people it is just one, you'll know if it isn't.)

<sup>4</sup> Is there an internal exchange (PABX) on this line? Tick this box if there is (most people will leave this blank).

<sup>5</sup> Do you want an 0845 or 0800 number assigned to this line? If you do, then the existing BT number will work just as it does now, but in addition you can let people know your 0845 or 0800 number so they can call you at local rate (0845) or free (0800) from elsewhere in the UK. Note that 0800 numbers are subject to an incoming call charge (that is you pay the cost of people calling you). If you have already been allocated an 0845 or 0800 number (eg through a promotion) enter the full number here, otherwise just enter "0845" or "0800" as appropriate if you require this service and a number will be allocated to you.



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 info@more-solutions.co.uk



## Phone Co-Op Call Tariffs

Call rates depend on total approximate monthly call spend. The following table illustrates typical daytime rates (please contact us for evening and weekend rates or rates to destinations not listed).

Call Destination	BT Standard Rate	Phone Co-Op		
		Platinum+	Diamond	Diamond+
Qualifying BT Spend	N/A	N/A	£400/Qtr	£1500/Qtr
Local	3.36	2.35	1.8	1.69
National	6.73	2.9	1.99	1.87
Mobile:				
O2	18.8		10.9	9.9
Vodafone	19.9		10.9	9.9
Orange	20.4		10.9	9.9
T-Mobile	22.6		10.9	9.9
France	24.1		5.5	3.5
Germany	24.1		5.5	3.5
USA	14.0		3.9	2.5
South Africa	67.6		25.0	11.9

All rates per minute, excluding VAT. Minimum call charge is 1p (Phone Co-Op) or 4.2p (BT). The Phone Co-Op does not charge any monthly fees or connection charges (you continue to pay line rental to BT as you do at the moment).

***We believe that our rates are extremely competitive, but if you think otherwise please contact us!***

## Incoming Numbers

If you require an 0845 or 0800 number, which are charged to your callers at local rate (0845) or free of charge (0800), the following charges to you apply:

	BT Standard Rate		Phone Co-Op	
	0845	0800	0845	0800
Setup Fee	£300	£100	Free	
Rental (per Quarter)	£50	£50	Free	
Changes (fee per change)	£25	£25	Free	
Incoming calls (per min)	3.5p	5.5p	Free	6.5p

All prices exclude VAT.

All rates believed to be correct as of October 2004, E&OE.

## THE TERMS OF OUR SERVICE AGREEMENT

### 1 THE SERVICES TO BE PROVIDED BY THE PHONE CO-OP LTD.

- (a) THE PHONE CO-OP LTD. (PHONE CO-OP) shall supply you, our customer, with telephone services which use an access code, calling line identity and another operator's exchange lines to route selected outgoing calls over and via the PHONE CO-OP approved carrier networks (the services). The PHONE CO-OP approved carrier networks shall now mean the telecommunication systems operated by virtue of their licenses under section 7 of the Telecommunications Act 1984 and any re-enactment or modification of this act. PHONE CO-OP's acceptance under this Agreement is subject always to PHONE CO-OP satisfying itself that it can provide the services to you, by carrying out a site survey, if appropriate. Should THE PHONE CO-OP LTD. find after a site survey that, for any reason, providing the services is unacceptable to it, this Agreement or an individual order may be rescinded by PHONE CO-OP without any liability.
- (b) PHONE CO-OP shall use all reasonable care and skill of a competent telecommunications service provider to provide you with high quality Services. PHONE CO-OP shall correct any failures in the Services as soon as it is reasonably practical unless the failure is caused by a reason covered in paragraph 5(c).
- (c) PHONE CO-OP shall use all reasonable efforts to provide you with the Services by such date as PHONE CO-OP may advise you.

### 2 YOUR OBLIGATION TO PHONE CO-OP

You shall ensure that :-

- (a) Your telecommunication equipment (to the extent that it is not provided or maintained by PHONE CO-OP) is in good working order and complies with all the applicable standards and approvals so as to enable the provision of the services; and
- (b) You do not use the Services for any improper or unlawful purposes or in a manner which is offensive or for a purpose which is unlawful, nor allow others to do so; and
- (c) You only use and connect phones, ducting, cables, sockets and other equipment approved for use with the PHONE CO-OP approved carrier networks and which will comply with all relevant legislation and regulations relating to their use; and
- (d) You comply with this Agreement and any reasonable instructions PHONE CO-OP gives you relating to use of the telephone networks; and
- (e) You provide reasonable assistance to PHONE CO-OP to enable it to provide the Services; and
- (f) You obtain access to all appropriate sites for PHONE CO-OP engineers and other PHONE CO-OP personnel at mutually agreeable times and allow removal, installation and maintenance of PHONE CO-OP equipment when requested by PHONE CO-OP; and
- (g) You meet your payment obligations set out in paragraph 3; and
- (h) You pay PHONE CO-OP at its current published rates for visits required by PHONE CO-OP where the fault does not lie with PHONE CO-OP or its equipment or when you damage the PHONE CO-OP equipment; and
- (i) You shall indemnify PHONE CO-OP fully against all losses, liabilities, costs (including legal costs) and expenses which PHONE CO-OP may incur as a result of any breach of your obligations under this Agreement or misuse of the Services, whether by you or not.

### 3 PHONE CO-OP CHARGES AND PAYMENT

- (a) The charges for the Services are set out in the PHONE CO-OP price list, a copy of which is available on request and which PHONE CO-OP may vary from time to time.
- (b) PHONE CO-OP will prepare and send invoices in respect of charges under this Agreement. Call charges plus VAT will be billed monthly in arrears and are due for payment 21 days from the date of the invoice. You shall pay the charges for the use of the services authorised by you.
- (c) If payment is not made when due PHONE CO-OP may, without prejudice to its other rights, charge interest at the rate of 2% above the base rate from time to time of Co-operative Bank plc on any amount you fail to pay from the date when payment was due until the date of the actual payment. Interest charges are in addition to applicable tariff debit discounts for late payment.

### 4 PHONE CO-OP SUPPLIED EQUIPMENT (WHERE SUPPLIED)

- (a) If your telephone system has least cost routing software you will need to have it reprogrammed to access the PHONE CO-OP network.
- (b) If your telephone system does not have least cost routing software PHONE CO-OP may with your agreement supply, install and connect to your telecommunication systems PHONE CO-OP access equipment.
- (c) You agree that title in any PHONE CO-OP access equipment shall at all times remain with PHONE CO-OP. Whilst PHONE CO-OP's equipment is on your premises, you shall ensure that it is kept safe and secure and is not interfered with by any person, and that it is insured against fire, theft, and flood risks. Upon termination of this Agreement, you will ensure that PHONE CO-OP in accordance with paragraph 2(f), is allowed prompt access to all relevant premises to remove its equipment.
- (d) You shall provide appropriate equipment space, ducting, environment and continuous stable electrical power to install and maintain the PHONE CO-OP equipment at your premises to enable PHONE CO-OP to provide the Services without charge or cost to PHONE CO-OP.
- (e) PHONE CO-OP shall be responsible for and maintain PHONE CO-OP's equipment and services to the point of interconnection with third party operators and shall have no liability of failure of a third party operator's network or equipment if it affects the provision of the Services.

### 5 PHONE CO-OP WARRANTIES AND LIMITATION OF THE LIABILITY OF PHONE CO-OP

- (a) To the extent that all or any part of the services are faulty, unavailable, or interrupted PHONE CO-OP will use its reasonable endeavours to correct such faults. PHONE CO-OP shall not be liable for faults in your telecommunication equipment which result in PHONE CO-OP being unable to provide the Services.
- (b) PHONE CO-OP has no liability under this Agreement for PHONE CO-OP's negligence or otherwise. In no circumstances shall PHONE CO-OP be liable for any loss of profits, revenues, business or anticipated savings you expect to make, indirect or consequential loss or data being harmed or lost, whether in contract, tort or otherwise (including negligence). In the event of a failure in the Services PHONE CO-OP shall not be liable if you direct your traffic to another carrier for any additional costs or losses of doing so.
- (c) PHONE CO-OP shall not be liable for any failure of performance of the Services for reasons beyond PHONE CO-OP's reasonable control including but not limited to default or failure of a third party (including PHONE CO-OP approved carriers, public telecommunication operators or maintainers), government actions, failure in the supply of third parties access or other events of force majeure.
- (d) Any liability PHONE CO-OP may have of any sort (including any liability because of PHONE CO-OP's negligence) shall in no circumstances exceed £1,000 in respect of one event or series of events in any calendar year.
- (e) PHONE CO-OP does not exclude liability in relation to death or personal injury caused by PHONE CO-OP's negligence.
- (f) This paragraph 5 sets out PHONE CO-OP's entire liability in relation to this Agreement. All other express or implied terms, conditions or warranties (whether statutory or otherwise) are hereby excluded to the fullest extent permitted by law. The provisions of this paragraph 5 shall continue to apply even when this Agreement terminates or expires.
- (g) Each part of this Agreement that excludes or limits the liability of PHONE CO-OP operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply.

### 6 LENGTH OF THIS AGREEMENT AND ENDING THIS AGREEMENT

- (a) Either PHONE CO-OP or you may end this Agreement at any time by one month's written notice. PHONE CO-OP reserves the right to charge at cost any sums due for recovering PHONE CO-OP supplied (and owned) access equipment, if this Agreement is terminated for any reason within six months of its commencement or if your expenditure with PHONE CO-OP is below that which PHONE CO-OP is relying on as your minimum expenditure.
- (b) In addition to anything else PHONE CO-OP can do, PHONE CO-OP can suspend the Services or end this Agreement forthwith at any time without informing you if :-
- (i) You materially breach this Agreement or any other Agreement you have with PHONE CO-OP (including failure to pay charges when due); or
- (ii) Bankruptcy or insolvency proceedings are brought against you or voluntarily commenced, a receiver is appointed over any of your assets or you become (or in PHONE CO-OP's sole opinion may become) insolvent; or
- (iii) PHONE CO-OP, in its sole discretion, suspects that any fraudulent act is being, or may be, perpetrated in respect of the Services, or you exceed any account limit relating to your expenditure in any period, or you cancel a direct debit.
- (c) Upon ending or suspension of this Agreement all amounts you owe PHONE CO-OP for use of the Services shall be due and payable in full on demand and you shall have no right to withhold or set off any such amounts.

### 7 TRANSFERRING THIS AGREEMENT

- (a) You cannot transfer or try to transfer this Agreement or any part of it to anyone else without PHONE CO-OP's prior written consent.
- (b) PHONE CO-OP may transfer this Agreement at any time.

### 8 GENERAL

- (a) This Agreement is governed by English Law and disputes will be decided in the English Courts.
- (b) This Agreement, The PHONE CO-OP price list, and the PHONE CO-OP Service Level Schedule (where applicable) set out the whole Agreement between you and PHONE CO-OP for the Services.
- (c) Any waiver, concession or extra time PHONE CO-OP may allow you is limited to the specific circumstances in which it was given. It does not affect PHONE CO-OP's right under this Agreement in any other way.

### 9 NOTICES

- (a) PHONE CO-OP's address for service of notices is 5 The Millhouse, Elmsfield Business Centre, Worcester Rd, Chipping Norton, OXON, OX7 5XL. Your address for service shall be at the address you ask PHONE CO-OP to send bills to. THE PHONE CO-OP LTD. may, by written notice to you, substitute another address which shall then become the notice address.
- (b) Any notice given in connection with this Agreement shall be served in writing by registered, recorded delivery or normal post or delivered by hand.