

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) EXCEPT WHERE EXPRESSLY STATED TO THE CONTRARY.

THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS

THESE CONDITIONS COME INTO EFFECT ON 1st December 2013.

Important Information:

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

IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT YOUR UNDERSTANDING OF WHAT HAS BEEN AGREED OR IF YOU DO NOT UNDERSTAND ANY OF THE PROVISIONS, YOU SHOULD LET 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 SERVICES. FOR FULL DETAILS PLEASE SEE CONDITION 11 WHICH SETS OUT YOUR STATUTORY 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-internet.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 **Minimum Period** starts on the **Start Date**. Applicable **Minimum Periods** 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

from **TimeTalk** as part of that package which shall, to the extent there is any conflict, 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 for and hereby exclude all liability for consequential and indirect losses and any loss of profit, business opportunity, goodwill, reputation, revenue or anticipated savings, wasted expenditure or loss of data suffered by you in connection with 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 does not apply to business users.

5. Quality and Continuity of the 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 the **Telecom Provider's** 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 the **Third Party Equipment**, **TimeTalk** will not be liable 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 we 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-internet.co.uk/info> or by e-mail, but we will not be liable for any loss suffered by you or others as a result of such suspension.

5.5 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 prevent any security breach or remove any suspected virus, worm or other hostile code.

6. Privacy Policy

We will hold all information that you submit about yourself in a computer database. The ways we use your 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

7.1 You agree to pay all **Charges** for the **Service(s)** and any **Equipment**, together with any and all additional charges referred to in these **Conditions**, your **Order Confirmation** or the **Price List** as applicable.

7.2 Charging will begin on the **Start Date**. In general terms, charges for subscriptions or rental are payable monthly in advance whilst usage related charges e.g. calls or bandwidth usage charges are payable monthly in arrears.

7.3 Usage based charges are calculated in accordance with details recorded by or on behalf of **TimeTalk** and, except in the case of manifest error, you agree that **TimeTalk's** records shall be incontrovertible evidence of usage.

7.4 You are responsible for all **Charges** incurred as a result of the use of the **Service(s)** whether use is by you or someone else.

- 7.5 **TimeTalk** will not hold **you** responsible for the **Charges** for any use of the **Service(s)** without **your** authority incurred as a result of **TimeTalk's** negligence or breach of these **Conditions** but this exception will not entitle **you** to a refund of the whole or any part of an "all inclusive" **Charge** (for example, a fixed **Charge** that is not linked to the use of the **Service** during the relevant month).
- 7.6 **You** must pay the **Charges** by direct debit or by credit card within 14 days of the date of **TimeTalk's** invoice. **We** may alter your Direct Debit or credit card instruction to reflect any change in the **Charges** or if early termination or other **Charges** become due and payable. **We** may also charge any other payment due under this contract under your Direct Debit or credit card instruction together with any other payments which **you** agree **we** may charge under that instruction.
- 7.7 **TimeTalk** requires **you** to enter into a separate agreement with **our** nominated collection agent for the purposes of establishing, administering, processing and collecting payments due from **you** for the **Service(s)**.
- 7.8 **You** agree to pay the **Charges** as soon as **you** receive **your** bill, unless **we** agree with **you** to the contrary.
- 7.9 If **you** do not pay **your** bill, **we** may send **you** (directly or through our Collection Agent) a reminder or call **you**. If **you** do not pay the charges in full within 7 days of the date of the bill, **we** may add a later payment charge of £10 to **your** next bill to compensate **us** for **you** breaking the terms of **your** agreement with **us**. Alternatively **we** may charge **you** daily interest on any overdue payment at a rate equal to 4% per annum above the base-lending rate of HSBC Bank plc from time to time. In addition, **you** agree to pay **us** or our **Collection Agent** an administration charge of £10 if any direct debit payments are returned unpaid.
- 7.10 **TimeTalk** may also suspend the **Service(s)** and/or terminate **your Contract** if **you** fail to pay the **Charges** when they become due and payable. In the event **TimeTalk** terminates **your Contract** for non-payment of the **Charges** during the **Minimum Period** then, as well as the unpaid charges, **you** will also be liable to pay an **Early Termination Charge**. The **Early Termination Charge** shall become immediately due and payable by **you** upon termination of the provision of the **Service(s)**.
- 7.11 If following termination of the **Service** **you** wish to resume the **Service**, **TimeTalk** reserves the right to charge a **Reconnection Fee**.
- 7.12 **TimeTalk** reserves the right to charge an **Abortive Visit Fee** in the event that **TimeTalk** or its agents attend at **your Service Address** for the purposes of investigating and/or repairing a fault with the **Service** reported by **you** and the cause of the fault is found to be due or caused by **your** act or omission, misuse of the **Service** or a failure by **you** to comply with **your** obligations under these **Conditions**.
- 7.13 All **Charges** include any applicable Value Added Tax (VAT) and, where the package purchased includes **Equipment**, the cost of the **Equipment** (including delivery save where stated to the contrary).
- 7.14 **You** acknowledge and accept that **you** may be subject to **TimeTalk's** credit vetting policy procedures.
- 7.15 If **you** dispute any **Charges**, **you** must notify **TimeTalk** within 30 days of the end of the billing period in which the disputed charge arose giving full written reasons for the dispute. **You** must pay any undisputed sum in accordance with condition 7.6.
- 7.16 If **we** do not receive the **Charges** from **you** as they fall due, **we** may forward the debt to an external agency for collection. **You** will pay our reasonable costs and expenses for collecting any late payments.
- 7.17 Unless stated in **your Order Confirmation** or elsewhere in these Residential Terms and Conditions to the contrary, 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 **Minimum Period** applicable to the **Service(s)** in question. This is known as the 'In Contract Price'. After the expiry of the **Minimum Period** applicable to the relevant **Service(s)** the **Out of Contract Price(s)** shall apply to non-usage based charges from the expiry of the **Minimum Period** until the agreement for the relevant **Service(s)** is/are terminated in accordance with its contract terms or **you** enter into a new agreement with **us** for the provision of the **Service(s)** which is subject to new pricing and a new **Minimum Period**.
- 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)** made using **your** account, whether or not **you** authorised or were aware of such use. **TimeTalk** will not however hold **you** responsible for any use of the **Service** that is made via **your** account without **your** authority 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 Provider** 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 co-operate with **us** and provide reasonable assistance in securing such permission(s).
- General**
- 8.5 **You** agree that **you**:
- 8.5.1 are over 16 years of age;
- 8.5.2 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**;
- 8.5.3 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;
- 8.5.4 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)**;
- 8.5.5 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;
- 8.5.6 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 Fee** becoming payable by **you**.
- 8.5.9 **You** must not use the **Service(s)** or allow the **Service(s)** to be used to make offensive, indecent, menacing, nuisance or hoax calls or communications or to cause annoyance, inconvenience or needless anxiety.
- 9. Breach of your Obligations**
- 9.1 If **you** breach, or **we** reasonably suspect that **you** have or may be in 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 **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 of the provision of the **Service(s)**.
- 10. Equipment Agreement**
- 10.1 Where **TimeTalk** supplies or procures the supply of **Equipment** to **you** for use in connection with 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 (10) ten 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 failed delivery.
- 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 once it has been delivered to **you**.
- 10.4 If **you** have purchased **Equipment** from **TimeTalk**, it will not belong to **you** until **TimeTalk** has received full payment for it. **You** must make payment in full for the **Equipment** prior to delivery, unless **we** agree in writing that payment of the price of the **Equipment** is deferred

to a later date (whether in part or in its entirety). Full details will be specified on **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) and, within thirty (30) days of the cancellation or termination of your **Contract**, return it to **TimeTalk** at **your** cost. 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)**.
- 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 Protection (Distance Selling) Regulations 2000 (the "**Regulations**") entitle consumers to cancel orders for goods and services purchased at a distance during designated cancellation periods. Goods and services are purchased at a distance if they are purchased without face-to-face contact with the supplier or the supplier's authorised agent. This condition 11 sets out how the **Regulations** apply to your purchase of the **Service(s)** from **TimeTalk** by distance means.

11.2 The Service

In normal circumstances, the **Regulations** would give **you** a period of seven (7) working days, starting on the date after the date upon which **you** order the **Service**, in which to cancel **your** order for the **Service**. However, in order to provide the **Service(s)** to **you** as soon as possible, **TimeTalk** may start performing the **Contract** by asking its **Telecom Provider** to activate **your** line and/or take other steps to enable **you** to receive the **Service(s)** before the expiration of that seven (7) working day period. Once **TimeTalk** has asked its **Telecom Provider** to activate **your** line, thereby commencing the performance of the **Contract**, or take other steps to make the **Service(s)** available **your** right to cancel the **Contract** under the **Regulations** ends and **you** will not be entitled to cancel **your** order. By placing **your** order, **you** agree that **TimeTalk** may start performing the immediately and acknowledge that **your** right to cancel **your** order under the **Regulations** will be lost when **TimeTalk** asks its **Telecom Provider** to activate **your** line. **TimeTalk** may ask its **Telecom Provider** to activate **your** line at any time after **you** place **your** order.

11.3 Equipment

- 11.3.1 If **TimeTalk** separately sells **you** **Equipment**, **you** have a period of seven (7) working days starting on the date after the date upon which the **Equipment** is delivered to **you** (the "**Cancellation Period**") in which to cancel **your** order for the **Equipment**. This cancellation period does not apply if **TimeTalk** is providing the **Equipment** to **you** as part of the **Service**. (Working days are all days other than Saturdays, Sundays and UK public holidays).
- 11.3.2 If **you** wish to an order you have placed separately for **Equipment**, **you** must inform **TimeTalk** in writing within the **Cancellation Period**. **You** can inform us online at <http://www.timetalk-internet.co.uk/info> or by writing to: TimeTalk Billing Department, TCS Customer Service Centre, Time Technology Park, Blackburn Road, Simonstone, Burnley, Lancashire BB127NQ. Upon receipt of a notice received before the expiry of the **cancellation period**, **TimeTalk** will cancel **your** order for the **Equipment** and, if **you** have made any payments to **TimeTalk**, **TimeTalk** will refund those payments within 30 days of the date upon which it received **your** notice of cancellation of **your** order.
- 11.3.3 **You** have a duty under the **Regulations** to return the **Equipment** (and any software provided with the **Equipment**) to **TimeTalk**. The **Equipment** can be returned to **TimeTalk** by either sending it to **TimeTalk** at **your** expense or by arranging for **TimeTalk** to collect it from **your** **Service Address** at **your** expense. **TimeTalk's** charges for collecting the **Equipment** from **you** will not exceed the costs the **TimeTalk** actually incurs in arranging collection. **You** are obliged by the

Regulations to retain and take reasonable care of the **Equipment** until it is returned to **TimeTalk** and (allowing for the removal of packaging) must retain/return it in the same condition in which it was delivered to **you**. If **you** choose to return the **Equipment** to **TimeTalk** yourself **you** are under a duty to take reasonable care to see that it is received by **TimeTalk** and is not damaged in transit. Failure to return the **Equipment** (and associated software) to **TimeTalk** is a breach of **your** statutory duty and **TimeTalk** reserves the right to take action against **you** if **you** fail to return the **Equipment**.

12. Cancellation and Suspension

- 12.1 **Your** **Contract** will continue for the **Minimum Period**. Thereafter it will continue until **you** cancel it by giving **TimeTalk** not less than one month's written notice of cancellation. **Your** cancellation of the **Contract** will take effect on the expiration of the one month's notice, when **we** will disconnect the **Service(s)**. **You** will continue to be liable for and must continue to pay the **Charges** during the notice period.
- 12.2 If **you** terminate **your** telephone account with the **Telecom Provider** or change the services on the telephone line on which **you** currently use the **Service** so that the **Service** is unable to operate normally, **we** will cancel the **Service** and terminate **your** **Contract**.
- 12.3 Either of **us** may terminate the **Contract** (thereby cancelling **your** subscription to the **Service**) immediately upon written notice to the other if the other materially breaches any of the terms of the **Contract** (and, if the breach is capable of remedy, fails to remedy it within thirty (30) days of being asked to do so in writing) or becomes bankrupt or insolvent or goes into liquidation.
- 12.4 **TimeTalk** may cancel the **Contract** (thereby cancelling **your** subscription to the **Service**) immediately upon written notice if, for any reason, **TimeTalk** generally stops providing the **Service**.
- 12.5 **You** will be liable to pay all **Charges** up to the date of termination. In addition, if **your** **Contract** provides for the deferment or postponement of charges payment of these charges may be triggered by termination and become payable. Any such payments will be referred to in **your** **Order Confirmation**.
- 12.6 **You** will be entitled to a refund of any pre-paid **Charges** relating to any period that **you** do not receive the **Service** as a result of **your** termination under condition 12.3 or **TimeTalk's** termination under condition 12.4.
- 12.7 In the event of termination during the **Minimum Period**:
- By **you**, other than in accordance with condition 12.3; or
 - By **TimeTalk** other than in accordance with condition 12.4

then in addition to the charges payable in accordance with condition 12.5 **you** will also be liable to pay an **Early Termination Charge**, which shall become payable on the date of termination.

- 12.8 If **TimeTalk** has supplied **you** with **Equipment** as part of the **Service** **you** must return the **Equipment** to **TimeTalk** within thirty (30) 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)**.
- 12.9 **TimeTalk** reserves the right to suspend, restrict, and/or terminate **your** access to the **Service(s)** or any part of it 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 or contravenes the **Acceptable Use Policy**, any other obligation in condition 8 or the obligation in condition 4.1.

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-internet.co.uk/info.
- 14.3 If **we** consider the proposed change is likely to be of material detriment to **you** then:
- 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 16.1.1.1 or by SMS 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**.
 - 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.
 - 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 **Minimum Period** that:
- 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**;
 - 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;
 - make a significant change to any inclusive usage allowances or any service level inclusive allowance that results in an effective price increase
 - significantly change the terms and conditions of **your Contract** to **your** material disadvantage.
- 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 16.1.1.2 below. Notice must be given to **TimeTalk** within 2 weeks 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 **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 to be to **your** material detriment **we** may do so. These changes will be also posted on the **Postboard** and could include:
- 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)**);
 - 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;
 - 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**. Nother 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-internet.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 Fee**" means the amount specified in the **Price List** from time to time.
- "**Acceptable Use Policy**" means the acceptable use policy at <http://www.timetalk-internet.co.uk/info>.
- "**Charges**" means the charges payable by **you** for the **Service**, details of which appear on the **Price List**.
- "**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**.
- "**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 **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 months remaining of the **Minimum Period** as at the date the Agreement ends (rounded up to the nearest month) multiplied by the compensation rate stated in the **Price List**. In addition a fixed charge may apply, details of which are also referred to in the **Price List**.
- "**Equipment**" means any equipment supplied to **you** by or on behalf of **TimeTalk** for use in connection with the **Service(s)**.
- "**Minimum Period**" means the minimum subscription period that applies to the **Service(s)** as set out in the **Order Confirmation** and/or **Price List**.
- "**Order Confirmation**" means the communication (e-mail or letter) sent to **you** by **TimeTalk** confirming **your** order.
- "**Postboard**" means the **TimeTalk** postboard at <http://www.timetalk-internet.co.uk/info>.
- "**Price List**" means the **TimeTalk** price list from time to time in force as posted on the **Website** at www.timetalk-internet.co.uk/info.
- "**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 **Minimum Period** as further explained in condition 7.16.
- "**Out of Contract Price**" means the non-usage based **Charge(s)** for the **Service(s)** payable by **you** following the expiry of the **Minimum Period** at the rate(s) prevailing on the date the **Minimum Period** ends as published at that time in the **Price List** and as further explained in condition 7.16.
- "**Privacy Policy**" means the privacy policy at <http://www.timetalk-internet.co.uk/info> ;

"**Re-connection Fee**" means the amount 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**" 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-internet.co.uk/info>);

"**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**; and

"**you**" and "**your**" means the purchaser of the **Service**