

p2p Communications Ltd.
Ashlea House,
323 North Road,
Manchester
M11 4NY

Tel: 0870 730 3737
Fax: 0870 730 3733

Instructions

1. Please Print this document.
2. Fill in Page 2 - The Service Agreement.
Complete the Customer Information Section

Under STD Code put the area code for the line you would like converting
eg Manchester 0161 - London 0208

Then put the lines local number under Telephone number

If there's more than one line attached to this number indicate the number of lines in the next column

Under notes please specify the type of line this is
eg ISDN30, ISDN2e, BT Highway, Analogue etc.
3. Print name, Sign and Date the Agreement.
4. We ONLY accept customer on Direct Debit, so please fill in the Direct debit agreement fully.
5. Please Keep this page and the terms and conditions page - which has your direct debit guarantee on it.
6. Please make a copy of the service agreement for your records,.
7. Send the completed Agreement with a recent copy of you BT phone bill to the address at the top of this page.

SERVICE AGREEMENT

Ref No	T	C	N						
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Customer Information

Contact Details: Title: _____ First Name: _____ Surname: _____

p2p Communications Ltd.
Ashlea House,
323 North Road,
Manchester
M11 4NY

Company Name: _____

Site Address: _____

Post Code: _____

Telephone: _____ Facsimile: _____

E-mail Address: _____

Tel: 0870 730 3737
Fax: 0870 730 3733

VAT No: 784 1210 42

Agents Name

p2p ID Number

Lines to be connected

STD CODE	TELEPHONE NUMBER	NUMBER OF LINES	NOTES

FREE DATA BILLING REQUIRED INTERNET BILLING REQUIRED CALL GUARDIAN REQUIRED

Telephone System Details

Please route calls automatically using Carrier Pre Select

Phone system to be programmed

Authorised Representative

Signature: _____ Date: _____

Name: _____

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT



Club Communications Ltd RE p2p Communications Ltd **t/a talkcheaper.net**

Please fill in the whole form and send it to:

p2p Communications Ltd, Ashlea House, 323 North Road, Manchester, M11 4NY

Originators Identification Number

8	3	6	9	0	4
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1. Name and full postal address of your Bank/Building Society

The manager _____ Bank/Building Society

Address _____

Postcode _____

2. Name(s) of Account Holder(s)

3. Bank/Building Society Account Number

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4. Branch Sort Code

--	--	--	--	--	--

5. Reference Number

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6. Instruction to your Bank or Building Society. Please Pay Club Communications Ltd re p2p Communications Ltd t/a talkcheaper.net Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee, I understand that this instruction may remain with Club Communications Ltd re p2p Communications Ltd t/a talkcheaper.net and if so, details will be passed electronically to my Bank/Building society

Signature(s) _____

Date _____

TERMS AND CONDITIONS

1. SERVICE

In this agreement "service" means the service or services indicated overleaf. talkcheaper.net of 323 North Road, Manchester, M11 4NY. talkcheaper.net agrees to provide the Service to the Customer and the Customer agrees to use the Service on the terms set out in this Agreement

2. DURATION

This Agreement shall come into full force and effect from the date of acceptance by talkcheaper.net and shall continue unless terminated by either party giving to the other not less than one month prior written notice.

3. AUTODIALLER EQUIPMENT

In the event that talkcheaper.net agreed to let on hire and maintain any equipment as described overleaf and the Customer agrees to rent such equipment from talkcheaper.net for the terms specified overleaf, the following terms and conditions shall apply:

- 3.1 talkcheaper.net shall deliver the equipment to the Customer. Any delivery date specified shall be treated as an estimate only and whilst talkcheaper.net will take all reasonable steps to deliver within the period quoted, such date shall be treated as an estimate only and shall not be a term of this Agreement. talkcheaper.net accepts no liability for failure to meet the delivery date.
- 3.2 talkcheaper.net or its appointed agent shall install the equipment at the Customer's site
- 3.3 The equipment shall at all times remain the property of talkcheaper.net and at all times when the ownership of the equipment is in question the Customer shall advise any third party that the equipment is the property of talkcheaper.net.
- 3.4 The Customer shall be responsible for the equipment whilst it is in the Customer's custody and shall indemnify talkcheaper.net against any loss or damage to the equipment save that the Customer shall not be responsible or any loss or damage attributable to the wilful act, fault or omission of talkcheaper.net. It shall be the responsibility of the Customer to notify talkcheaper.net immediately of any loss or damage to the equipment.
- 3.5 Upon notification of a fault, talkcheaper.net shall use its reasonable endeavours, during talkcheaper.net's normal working hours to attend to such fault PROVIDED THAT the fault has arisen from normal use of the equipment
- 3.6 talkcheaper.net has no responsibility for faults arising from the Customer's negligence or default; or 3.6.2 any act or omission associated with any other telecommunications system not run by talkcheaper.net; or any other cause beyond the control of talkcheaper.net.
- 3.7 talkcheaper.net shall have the right to charge the Customer in the event that the need for maintenance results from any of the events in Conditions 3.6.
- 3.8 The Customer agrees not to carry out or procure the carrying out of any alterations, modifications, replacements, extensions, attachments, additions or otherwise after the equipment has been installed except with the prior written consent of talkcheaper.net, which consent will not be reasonably withheld. Any alterations and changes as aforesaid will, if appropriate, be carried out by talkcheaper.net.
- 3.9 talkcheaper.net reserves the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair work which in talkcheaper.net's reasonable opinion is considered unnecessary.

4. PAYMENT

- 4.1 Pricing the Service shall be as stated in talkcheaper.net's tariff as current from time to time. All prices are exclusive of Value Added Tax and all prices are subject to change upon talkcheaper.net giving not less than thirty days prior written notice to the Customer.
- 4.2 All sums due to talkcheaper.net under this Agreement shall be paid in full by the Customer without any off-set whatsoever.
- 4.3 The Customer shall be invoiced monthly by talkcheaper.net for all charges under this Agreement plus Value Added Tax. Payment is due within fourteen days of the invoice date. The time of payment of all sums due to talkcheaper.net under this Agreement shall be of the essence of this Agreement. If payment in full is not received by talkcheaper.net upon the due date, talkcheaper.net shall be entitled to levy a late payment charge at a rate of 1.5% per month on any unpaid overdue balance.
- 4.4 All charges payable under this Agreement shall be calculated by reference to data recorded or logged by talkcheaper.net and not by reference to data recorded or logged by the customer.
- 4.5 talkcheaper.net shall be entitled to levy a monthly rental fee for the equipment.
- 4.6 talkcheaper.net shall be entitled to levy an installation fee for the equipment, which talkcheaper.net agrees to waive provided that the Customer does not terminate this Agreement within the minimum period as prescribed by talkcheaper.net

5. USE OF THE SERVICE.

The Customer undertakes to use the Service in accordance with such conditions as may be notified in writing to the Customer by talkcheaper.net from time to time.

6. PROVISION OF INFORMATION

The Customer undertakes to promptly provide talkcheaper.net, free of charge, with all information and co-operation that talkcheaper.net may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

7. LIABILITY.

- 7.1 Nothing in this Agreement shall exclude or restrict talkcheaper.net's liability for death or personal injury resulting from the negligence of talkcheaper.net or its employees while acting in the course of their employment.
- 7.2 Subject to Condition 7.3, talkcheaper.net shall be liable for the damage to the property of the Customer caused by any negligent act or omission of talkcheaper.net or its employees provided that such liability of talkcheaper.net in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of talkcheaper.net's obligations under this Agreement shall be limited to 20,000 for any one incident or £50,000 for any series of incidents arising from a common cause in any twelve month period.
- 7.3 talkcheaper.net shall not be liable to the Customer in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss however arising.
- 7.4 In the event of any failure in the Service, talkcheaper.net shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another carrier.
- 7.5 The provisions of this Condition 7 shall continue to apply notwithstanding the termination of this Agreement.
- 7.6 talkcheaper.net shall not be liable in any circumstances for making good Customer premises in the event of the removal of equipment.

8. AVAILABILITY .

talkcheaper.net will use all reasonable endeavours to ensure that the Services are available for the use by the customer in accordance with the Service standards for the time being set out in talkcheaper.net's service literature. talkcheaper.net may from time to time introduce compensation schemes should talkcheaper.net fail to achieve the standard of Service set out in its service literature.

9. TERMINATION.

- 9.1 Without prejudice to their rights under the Agreement talkcheaper.net and the Customer shall have the right to terminate this Agreement forthwith in the event that:
 - 9.1.1 the other party is in default in its performance or observance of any of its obligations under this Agreement, and, in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non defaulting party in its written notice to do so ; or
 - 9.1.2 an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertaking or a winding-up resolution or petition is passed or presented otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or make up a winding up order.
- 9.2 Without prejudice to its other rights, talkcheaper.net shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that:
 - 9.2.1 the Customer fails to make any payment when it becomes due to talkcheaper.net; or
 - 9.2.2 talkcheaper.net's licence expires or it is revoked; or
 - 9.2.3 a licence under which the Customer has the right to run its telecommunications system and connect it to the talkcheaper.net system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.
- 9.3 In the event of termination by talkcheaper.net under conditions 9.1.1, 9.1.2, 9.2.1, or 9.2.3, talkcheaper.net shall be entitled to recover from the Customer all costs, losses and expenses incurred by talkcheaper.net including but not limited to the cost of removing the Service from the Customer's premises.

10. SUSPENSION OF SERVICE

talkcheaper.net may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally, (confirming the same in writing) or in writing in the event that:

- 10.1 the Customer is in breach of any term of this Agreement; or
- 10.2 the Customer prevents or delays prearranged maintenance from being carried out; or
- 10.3 the Customer is suspected in talkcheaper.net's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service

11. GENERAL

- 11.1 This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of talkcheaper.net, such consent not to be reasonably withheld.
- 11.2 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control.
- 11.3 This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior undertakings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by talkcheaper.net and the Customer.
- 11.4 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion
- 11.5 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left or sent by post or facsimile transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.
- 11.6 talkcheaper.net's address for service of any notice hereunder shall be such address as appears on the last invoice rendered to the Customer or such other address as may be prescribed by talkcheaper.net for that purpose.
- 11.7 This Agreement shall be governed by and construed and interpreted in accordance with

The Direct Debit Guarantee



- > This Guarantee is offered by all Banks or Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- > If the amounts to be paid or the payment dates change Club Communications Ltd Re p2p Communications Ltd t/a talkcheaper.net will notify you 10 working days in advance of your account being debited or otherwise agreed
- > If an error is made by Club Communications Ltd Re p2p Communications Ltd t/a talkcheaper.net or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid
- > You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.