



g3 network services

Network Services Agreement Terms & Conditions

1. Introduction

1.1 These terms and conditions govern the basis we, G3 Network Services Limited registered in England with number 5867671 and its registered office at 47-51 Great Suffolk Street, London SE1 0BS ("G3 NS") will provide to you, the customer mentioned in the Network Services Agreement ("You" or "Customer"), and your Affiliates (as defined below), the Services. The term "the Services" means

- (i) the provision of the telecommunication services set out in the Network Services Agreement;
- (ii) any other services which the parties agree in writing to add to the scope of the Services during the continuation of this Agreement.

"Affiliates" means any parent undertaking from time to time of the Customer and any subsidiary undertaking from time to time of the Customer or of any such parent undertaking and the terms "parent undertaking" and "subsidiary undertaking" shall have the meaning given to them by section 258 of the Companies Act 1985.

1.2 All telecommunication services are supplied utilising the telephone lines, cabling, equipment and machinery of such third party telecommunication service provider as G3 NS may from time to time select ("Service Provider").

1.3 The term "Network Services Agreement" means the separately completed agreement with the heading "Network Services Agreement" and which is made between G3 NS and You which incorporates these terms and conditions and within which the Services are specifically stated and set out.

2. Confidentiality

2.1 For the purposes of this clause, "Confidential Information" means all information disclosed to or obtained by a party to this Agreement relating to the other party (and/or, in the case of the Customer, its Affiliates) which is confidential in nature and relates to the business affairs, know how, personnel, customers and suppliers of that party, business plans or dealings, technical data, potential projects, financial information and plans, sales specifications or targets, business developments and plans, research plans or reports, sales or marketing information, policies or plans, pricing, information technology, products, services or any document marked "confidential" (or similar) or which the receiving party might reasonably expect that the other would regard as confidential.

2.2 Each party shall keep confidential all Confidential Information of the other and shall not disclose any such Confidential Information to any third party (save, in the case of the Customer, for disclosure to such of its Affiliates, outsourcers, consultants and contractors which are subject to confidentiality obligations no less restrictive than those to which the Customer is subject) or make use of it for their own, or another party's benefit. The restrictions contained in this clause shall not extend to information which was lawfully in the other party's possession prior to its disclosure, or to information which is already in the public domain or becomes so at a future date (otherwise than as a result of a breach of this Agreement). G3 NS shall not be permitted to copy, store, save, retrieve in any media or format the Confidential Information of the Customer or its Affiliates save to the extent necessary to perform its obligations under this Agreement.

3. Use of the Services

3.1 You will not knowingly permit the Services to be used:

3.1.1 For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character: or

3.1.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality); or

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3.1.3 in breach of any statutory provision or regulation from time to time in effect relating to transmission of telecommunication services, or

3.1.4 in a way which is in any way unlawful or fraudulent, or

3.1.5 in any manner which shall contravene the reasonable requirements from time to time of any Service Provider which have been communicated in advance to the Customer in writing.

3.2 G3 NS warrants that it shall, and that the provision of the Services shall, at all times during the continuation of this Agreement comply with all applicable laws, regulations and codes of practice including without limitation those relating to the provision of telecommunications services.

4 Term and Duration

4.1 This agreement commences from the later date of either

1. Acceptance in writing by G3 Network Services
2. The date upon which the services are available for use by You

4.2 This Agreement commences on the Effective Date (as specified in the Network Services Agreement) and will, subject to earlier termination in accordance with the provisions of this Clause, continue (i) for the minimum term as stated in the Network Services Agreement ("Minimum Term"), and (ii) thereafter until terminated by either party in accordance with the terms of this Agreement. The Minimum Term is calculated from the Effective Date as determined by Clause 4.1

4.3 Either G3 NS or You may terminate this Agreement by giving to the other not less than two calendar months notice in writing (calculated in accordance to clause 4.5). This notice must not expire earlier than the end of the Minimum Term. Any notice received which does not comply with the provisions of this Clause will be treated as a notice to terminate at the earliest possible date of termination established under this Clause. If you wish to terminate this Agreement otherwise than in accordance with the provisions of this Clause, You may do so if you agree to pay to G3 NS the sum calculated in accordance with Clause 5.

4.4 Without limitation to the foregoing, either party may terminate this Agreement immediately, if:

4.4.1 the other party commits an irremediable material breach of this Agreement (or any other material breach of this Agreement and fails to remedy that breach within 30 days of being required to do so);

4.4.2 (i) the other party disposes of the whole or any material part of its assets, operations or business other than in the normal course of business; (ii) the other party enters into any composition, assignment or arrangement between it and its creditors; (iii) there is an appointment of a receiver and manager, an administrative receiver, a provisional liquidator, an administrator or other like person of the whole or any part of the other party's assets or business; (iv) an order is made for the other party's winding up, administration or dissolution; (v) the other party ceases to be able to pay its debts as they become due; (vi) the other party ceases to carry on business or any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the other party's assets or business.

4.4.3 (in the case of termination by G3 NS) any licence required by You to run your telecommunications system and/or connect it to the telecommunication system of the Service Provider is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence; or

4.4.4 (in the case of termination by the Customer) any licence or consent required by G3 NS to provide the Services is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.



4.5 After the expiry of the minimum term (and at the expiry of every “Revised Term” as defined in this clause) this agreement automatically renews. This automatic renewal reoccurs at the end of the minimum term and the end of each revised term and therefore is perpetual until this agreement is validly terminated by G3 network Services or by you. This automatic renewal is on the following basis

1. If your original Minimum term was for less than one year this agreement renews for a further period equal to the original Minimum term (“the revised term”) which shall be calculated from the date of expiry of the original minimum term or from the date of expiry of the revised term (as the case may be) or
2. If your original minimum term was for a period of one year or more this agreement renews for a period of one calendar year (“the revised term”) which shall be calculated from the expiry of the original minimum term or from the date of expiry of the revised term (as the case may be)

5. Payment on early termination, Failure to use the Service or Breach

5.1 If this Agreement is terminated by G3 NS under any of the grounds within sub-Clauses 4.3.1, 4.3.2 or 4.3.3 or You request cancellation of this agreement prior to the expiry of the Minimum Term, You will (without prejudice to any claim for damages by G3 NS for any breach of this Agreement) pay to G3 NS

5.1.1 all sums which have fallen due to G3 NS up to and including the date of termination, plus

5.1.2 all rental charges which would have been payable by You to G3 NS from the date of termination to the date of expiry of the Minimum Term, plus

5.1.3 if this Agreement includes (as indicated in the Network Services Agreement or as may be subsequently agreed in writing between You and G3 NS) as an element of the Services a commitment to use G3 NS for call routing, and You terminate this Agreement before the expiry of the Minimum Term, G3 NS will levy a penalty charge to be calculated as follows: the average monthly call spend by You during the duration of the Network Services Agreement up to and including the last complete month use of call routing prior to the month within which the date of termination occurs X 20% X The number of billing months remaining until expiry of the Minimum Term.

5.2 If this Agreement is terminated by the Customer under any of the grounds within sub-Clauses 4.3.1, 4.3.2 or 4.3.4, G3 NS will (without prejudice to any claim for damages by the Customer for the breach of this Agreement) pay to the Customer all sums which have been prepaid by the Customer in relation to Services that have not yet been received.

6 Charges and Payment

6.1 Charges for the Services will be as specified in the Network Services Agreement and will not change during the Minimum Term (for the avoidance of doubt, the charges shall only apply for each line from the date upon which that line is transferred as specified in Schedule 2 or otherwise agreed in writing between the parties), provided that, if a Service Provider increases the rental costs payable by G3 NS in respect of any element of the Services during the Minimum Term, then G3 NS shall be entitled to increase the rental charges payable by the Customer in respect of such element on one occasion during the Minimum Term on a pro rata basis. After the expiry of the Minimum Term, G3 NS will be entitled to increase the charges by giving at least 3 months’ notice to the Customer.

6.2 You are responsible for all charges in respect of the supply of the Services to the telephone numbers nominated by You for use. All persons using the Services are deemed to be authorised by You and You must pay all charges arising out use of the Services whether or not arising from misuse or unauthorised use of your telephone system.

6.3 All prices quoted are exclusive of value added tax.

6.4 Charges will be calculated by sole reference to the data and records maintained by G3 NS which shall be final in determining the amount payable by You except only in the case of error (notified in accordance with Clause 6.5).

6.5 All Charges payable by You will be shown on a monthly statement issued by G3 NS ("Account"). Any allegation as to error in an Account must be notified in writing, sent by You to G3 NS within 30 days of the date of the applicable Account.

6.6 G3 NS will investigate with all good faith any allegation of error in an Account and shall inform You of the outcome of such investigation. Any refund of any charges wrongly debited to You shall be paid by way of credit to your next following Account.

6.7 You agree to pay G3 NS the total sum shown in any and all Account(s) (save for any erroneous charges) within 30 days of the date of such Account. G3 NS shall be entitled (in addition to all other remedies and rights under this agreement) to levy a late payment charge at a rate of 1.5% per month on any unpaid overdue balance.

6.8 You will make payment in respect of Accounts in such manner as may be agreed between the parties from time to time.

6.9 If the Services include any free call allowance, any 'unused' minutes will not be carried forward to any subsequent Account unless otherwise specified in writing between G3 NS and You. G3 NS have no liability to compensate You in respect of any free call allowance not used by You

7. Suspension of the Services

7.1 G3 NS may suspend forthwith the provision of the Services until further notice without liability to You on notifying You in writing in the event that;

7.1.1 You are in material or persistent breach of any term of this Agreement which remains unremedied 5 working days after service of a notice requiring You to do so; or

7.1.2 You unreasonably prevent or delay prearranged maintenance from being carried out; or

7.1.3 As a consequence of your use of the Services any Service Provider shall notify G3 NS that they refuse to transmit telecommunication services originating from You

7.2 Without limitation to the foregoing, G3 NS may suspend the Services if required to do so by any competent authority, or if it needs to carry out any emergency maintenance operations or if G3 NS receives notification from the Service Provider of their requirement to suspend the Services.

8 Faults and Liability

8.1 G3 NS shall use its best endeavours to ensure the Services are available for use in accordance with standards for the time being set out in G3 NS's Welcome Pack. G3 NS does not warrant that the Services will be available at any particular time or continuously.

8.2 G3 NS will carry out the Services with reasonable skill and care and in accordance with good industry practice.

8.3 Where there is a temporary cessation of the Services or otherwise a fault which prevents the full use of the Services arising as a consequence of a cessation or fault on the part of the Service Provider, G3 NS shall, if possible, claim on behalf of You (upon receiving notification of the fault from You and all information as G3 NS may request from time to time in connection with the fault) compensation from the Service Provider. G3 NS's liability under this clause shall at all times be limited to the amount of compensation as shall be payable from time to time by the Service Provider in the circumstances as shall have arisen at such time.

8.4 Where the extension billing option has been requested, G3 NS will use best endeavours to provide the extension information. G3 NS shall not be liable to You, if the extension information is not available for whatever reason.

9. General

9.1 This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other, such consent not to be unreasonably withheld.

9.2 This Agreement represents the entire Agreement and understanding of the parties and supersedes all prior agreements, whether written or oral. This Agreement may only be altered or amended in writing and signed by both parties.

9.3 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

9.4 Any notice given under this Agreement shall be in writing, signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid first class post to the address and for the attention of the relevant party set out below (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received: (a) if delivered personally, at the time of delivery; or (b) in the case of pre-paid first class post, 48 hours from the date of posting. The addresses of the parties for the purposes of this clause are: (a) for the Customer, the address specified in the Network Services Agreement; and (b) for G3 NS 47-51 Great Suffolk Street, London SE1 0BS.

9.5 By signing this Agreement You authorise G3 NS to communicate on your behalf with any Service Provider and to supply to such Service Provider for the purposes of, and to the extent necessary for, arranging performance of the Services, any information which You may have passed to G3 NS in connection with the Services. You also authorise the Service Provider to disclose relevant information to G3 NS.

9.6 You acknowledge by entering into this Agreement that G3 NS cannot exercise any control over the internal workings or industrial relations within BT or any other Service Provider.

9.7 This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

9.8 If, for any reason, a provision of this contract proves to be void or unenforceable, this will not affect the validity or enforceability of the remaining provisions of this contract, which will remain in full force and effect.

