

converged services

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agreement for
equipment, software, maintenance
and network services



adding
the
fourth
dimension

Agreement Number	
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Proposal Number	
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Agreement for Equipment, Software, Maintenance and Network Services

Customer Details (The Customer)

Company Name				Reg. No.		Years Trading	
Invoice Address				Delivery Address			
Postcode				Postcode			
Contact							
Telephone		Fax		Email			

Price and Payment Details

Equipment & Software

Total		Method				
Where lease has been chosen, please see separate documentation for payment details				All prices exclude VAT		

Network Services

Non-recurring charge		Method				
Annual recurring charge		Monthly recurring charge		Term		Payment by Direct Debit. Call charges may apply.

Maintenance

	Method	Amount	Frequency	Term	Start Date	
Maintenance						
On-site days						

All prices exclude VAT which will be charged at the prevailing rate when invoices become due.

Special Instructions

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Acceptance

Signed for and on behalf of

Accepted for and on behalf of Qubic Group plc

Signature	
Name	
Job Title	
Date	

Signature	
Name	
Job Title	
Date	

Athene House, 86 The Broadway, Mill Hill, London NW7 3TD

General Information

We recommend Customers read this document carefully

DEFINITIONS

We, Our & Us means Qubic Group plc

You and Your means the company whose name appears in the Company Name field of this Agreement, and includes the person, whose name and signature appears in the Customer Signature & Acceptance section of this document, who We reasonably believe is acting with Your authority and knowledge.

Agreement means in order of precedence, these Terms and Conditions, any schedules, lists or any other documents initiated by You and bearing the same Agreement number.

Active Date means the date from which We expect You to be able to use the Service.

Start Date means the Start Date for Support and Maintenance shown in the Start Date field in this Agreement.

Term means the length of time that You have agreed to purchase one or more services from Us under this Agreement.

Frequency means the Frequency of maintenance and support payments as shown in the Frequency field in this Agreement.

Service means the products, Equipment and work We provide to You including Services We arrange with Our suppliers for You to use.

Working Hour All service calls & appointments will be undertaken during normal working hours, which are between 8.30am and 17.30 pm, Monday to Friday, excluding Public and Bank Holidays.

Support Level means Your chosen level of maintenance cover as shown in the Support Level field in this Agreement.

Network Provider means the third party national and international telecommunication companies and suppliers for whom Qubic may act as resellers, and who provide the lines, systems and services used by You in conjunction with this Agreement.

Equipment means - telephone and computer system and their dependent internal/external devices, components, accessories & cables and any computer operating system and all other computer programs specified in this Agreement.

Content means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by Content providers from time to time.

Rights means copyright, trademark and other relevant proprietary and intellectual property Rights relating to Content.

Payment Terms means the method(s) by and date(s) specified in this Agreement when You are required to make payment(s) for the Service(s) provided by Us.

Charges means the Charges for the Service(s) as listed on this Agreement and any schedules, lists or any other documents initiated by You and bearing the same Agreement number. All Charges are exclusive of the then current rate of VAT.

1 GENERAL TERMS & SERVICE START DATES

1.1 This Agreement begins on the day the Customer's application for Service is accepted by Us and (if relevant) the Network Providers, and unless otherwise stated will run for a minimum period of 12 months.

1.2 Service begins on the Active Date, or the Start Date in the case of maintenance services.

1.3 Delivery or installation dates given for the Services are only estimates and whilst We will use reasonable endeavours to meet such dates, We shall have no liability in respect of any delay, howsoever caused.

1.4 We will sell and You will purchase the Services detailed in this Agreement and any schedules, lists or any other documents initiated by You and bearing the same Agreement number.

1.5 No addition to or variation of these terms and conditions shall be valid or effective unless otherwise agreed in writing by a Director of Qubic Group plc.

1.6 Any subsequent order placed with Us shall be subject to these terms and conditions unless otherwise agreed in writing by a Director of Qubic Group plc.

1.7 We will use Our best endeavours to ensure that the Service is provided using all reasonable care and skill.

1.8 Should We undertake Services commissioned by an agent acting on Your behalf these terms and conditions shall be binding on You and Your agent.

We accept no liability or responsibility for damage, compensation or negligence resulting from the performance of the agent or supplier.

2 PRICE, PAYMENT AND OWNERSHIP

2.1 Unless otherwise agreed in writing by Us, payment for the purchase and installation of Equipment and/or the installation/commissioning of PSTN lines, local or wide area network circuits and associated/ancillary services Equipment and Services will be payable as follows:

2.1.1 one third of the total cost on the date of ordering the Equipment and/or Service

2.1.2 one third of the total cost on the date of Installation/Commissioning of the Equipment and/or Service

2.1.3 one third of the total cost on the date that the Equipment and/or Service are deemed to be in service

2.2 Payment for recurring charges, such as line/circuit rental and maintenance will, unless otherwise stated in this Agreement, be made in advance by Direct Debit from your nominated bank account at intervals in accordance with the Frequency as stated in the schedule(s) attaching to and forming part of this Agreement.

2.3 Charges for calls including CPS (Carrier Pre-Selection) usage will start from the time You first use the Service and will be calculated using the call data records (CDRs) We receive from Our suppliers at the rates (Tariff) we have agreed with you.

2.4 We have the right to levy Charges in addition to those stated in this Agreement in the event that:

2.4.1 You fail to provide adequate information to allow Us to prepare and arrange delivery or installation of the Service

2.4.2 You and/or Your Contractors fail to install necessary Equipment or services or fail to complete remedial or preparatory works such as may be required to permit the Company to:

2.4.2.1 start work on the scheduled installation date or

2.4.2.2 complete the required work within the estimated duration of works.

2.4.3 subsequent to the acceptance of the original order by Us You modify the quantity, design, quality, specification or other installation detail.

2.4.4 You move, alter, amend or use the installed Equipment in a manner which is beyond the manufacturers recommendations or design specifications.

2.5 should You fail to make any payment required in respect of any Service, We will have the right to deem such non payment to be repudiation of the Agreement and

2.5.1 may elect to suspend the provision of services to You until such time as the outstanding invoice(s) is/are discharged.

2.5.2 cancel the remainder of the Agreement and recover from You damages for any loss suffered by Us and/or

2.5.3 cancel any other Agreement or the remainder of any other Agreement You have with Us at the time and recover from You damages for loss suffered by Us.

2.6 We reserve the right to charge You interest at the rate of 5% over the then current Bank of England base lending rate, on any amount outstanding from the due date to the date of actual payment. Interest shall be applied on a daily basis and monies received may be applied by Us against such interest prior to application against other monies due from You.

2.7 You will not, at any stage, own any PSTN line, local or wide area network circuitry or other type of telecommunication, internet or IP circuitry.

2.8 ownership and title of Equipment purchased by You without the use of a lease or other finance arrangement shall only revert to You when all outstanding sums (including interest) have been paid to Us.

2.9 if You acquire Equipment by means of a lease or similar finance arrangement that We organise for You, at the expiry of the lease or finance period, assuming that all required periodic payments have been made and solely dependant upon the terms and conditions of the finance arrangements, there may be options for your future use and/or ownership of the Equipment. We will discuss these options with You at or shortly before the end of Your Agreement.

3 AUTOMATIC AGREEMENT RENEWAL

3.1 At the expiry of the Term or any subsequent renewal thereof, the Agreement insofar as it relates to a Service which is subject to continuing periodic Charges or rental, will automatically renew for a further 12 month period.

4 CANCELLATION BY YOU

4.1 You may cancel;

4.1.1 the entire Agreement within 5 working days of the date that You signed it, but We reserve the right to charge You for any costs, Charges or non-refundable deposits incurred by Us up to the date of cancellation.

4.1.2 the Maintenance & Support services at any time after the expiry of the Term subject to You having given Us written notice of Your intention to terminate at least 90 days prior to the next relevant anniversary date.

4.1.3 the CPS services (Carrier Pre-Select) at any time by giving Us 28 days notice, in writing, of Your intention to do so. IMPORTANT It is Your responsibility to ensure that Your new Service provider takes the appropriate steps to intercept and re-route Your calls via their service. If they do not You will continue to be charged for calls made via the Service.

4.1.4 any PSTN lines, local and wide area network circuits, mobile phone contracts, ancillary/associated services and all other rented services at the expiry of their minimum Service period, AND where a minimum of 56 days advance notice has been given by You to Us in writing.

4.1.5 if We unreasonably change the terms and conditions of this Agreement to Your detriment or disadvantage. In this situation clause 4.5 will not apply.

4.2 Cancellations only become effective once We have confirmed receipt of Your request in writing. Confirmation will usually occur within 7 working days following receipt of Your instructions.

4.3 Any notice under this Agreement must be made in writing and delivered by hand or sent by post to Us.

4.4 If this Agreement is ended You must continue to pay the Charges for the Service in accordance with clause 2 up to and including the date We have confirmed as being the expiry of the notice period as stipulated in clause 4.

4.5 If You breach this Agreement, at Our sole discretion We may choose to overlook such breach, however We can still end the Agreement if You subsequently breach the Agreement again for any reason.

5 CANCELLATION BY US

5.1 We can end the Agreement at any time if:

5.1.1 You fail to pay Charges when they are due, including any deposit We have asked for or if You break this Agreement in any material way (See also clauses 2.2, 2.3 and 6.1.1)

5.1.2 We have reasonable cause to believe that the Service is being abused contrary to paragraph 21.5, even if You do not know that the Service is being used in such a way and, You do not correct the situation within 7 days of a request from Us to do so

5.2 If this Agreement is ended You must continue to pay the Charges for the Service in accordance with clause 2 up to and including the date We have confirmed as being the expiry of the notice period as stipulated in clause 4.

6 TERMINATION

6.1 This Agreement may be terminated by either party in the following circumstances:

6.1.1 if We or You are in breach of any material obligation under this Agreement but have failed to remedy such breach within 28 days of receiving written notice to do so from the other party.

6.1.2 by either party with immediate effect from the date of Service on the other of written notice if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other's property or Equipment;

6.1.3 if either party is prevented from the performance of its obligations by a Force Majeure Event for a continuous period in excess of 6 months, either party may terminate this Agreement on Service of written notice upon the other.

7 YOUR GENERAL RESPONSIBILITIES

7.1 You agree to pay the Charges for the Service in accordance with this Agreement or as We may notify You of from time to time.

7.2 You agree to use the Service in accordance with these terms and conditions, the Acceptable Use Policy (clause 19) and/or any other instructions We give You from time to time.

7.3 You also agree to take all reasonable precautions to prevent unauthorised use of the Service.

7.4 You will put in place and maintain in respect of the Equipment an insurance policy covering standard commercial risks.

7.5 You will put in place Employers and Public liability insurance throughout the Term of this Agreement.

7.6 You must provide and maintain all environmental conditions required by Us and shall comply with the requirements of current HSE regulations.

7.7 You must permit reasonable unhindered access by personnel authorised by Us to Your premises and Equipment.

7.8 You must provide adequate storage, working space and any other facilities as may reasonably be required by Us.

7.9 All property You provide Us with in connection with any work to be undertaken by Us shall be entirely at Your own risk and We will in no circumstances become liable for any loss or damage thereto.

7.10 If any materials or data supplied by You fails to perform in the expected manner, We have the right to levy a charge related to any increased or additional cost of working and/or reasonably incurred expenses.

8 DISPUTES & COMPLAINTS

8.1 Invoice disputes must be notified to Us within 10 working days of the date of the invoice.

8.1.1 Queries may be lodged by; e-mail to accounts@qubic.uk.com ; by telephone on 0845 148 9115 or by facsimile to 0845 148 9112. In all cases You should include details of ;

8.1.1.1 Date / number of disputed invoice

8.1.1.2 Amount(s) / item(s) in dispute

8.1.1.3 Evidential reasons for dispute

IMPORTANT - We will only permit the non payment of disputed items in an invoice whilst they are investigated - undisputed items must still be paid in accordance within the Payment Terms

8.2 Any agreed adjustments to Your bill for one month will be made in the bill for the following month.

8.3 Non invoice related complaints should be notified in writing to Qubic Customer Services within 10 working days of discovering the problem/issue. Telephone : 0845 155 2876 Facsimile to 0845 148 9112 Email: customerservice@qubic.uk.com

9 ARBITRATION

9.1 If We cannot resolve any dispute with You, You can refer the dispute to the Chartered Institute of Arbitrators. This only applies to disputes that involve more than £5,000 or a complicated issue of law.

10 LIMITATION OF LIABILITY

10.1 You acknowledge and agree that in relation to the provision of telecommunication lines, circuits and all associated facets, features and functions;

10.1.1 We are only an intermediary for the transmission of Content,

10.1.2 that We play a passive role as a conduit of Content for You and third parties.

10.1.3 that We are unable to exercise any editorial or other control over any Content and

10.1.4 We neither initiate the transmission of Content, select the receivers of Content, nor monitor, select or modify Content.

10.2 We accept liability up to a limit of £1,000,000 for death or personal injury resulting from Our own negligence. Paragraphs 10.3 and 10.4 do not apply to such liability.

10.3 We are not liable to You either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect loss or damage or for any destruction of data.

10.4 If We are found liable to You Our liability is limited to £3,000 for any one incident or series of related incidents.

10.5 Each provision of clause 10 (subclauses 10.1, 10.2, 10.3 and 10.4) operate separately. If any part is found by a Court to be unreasonable or inapplicable the other parts will continue to apply.

11 MATTERS BEYOND REASONABLE CONTROL (FORCE MAJEURE)

11.1 If We are unable to do what We have agreed to do in this Agreement because of something beyond Our reasonable control such as, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or central Government or other competent authorities or events beyond Our reasonable control, then We will not be liable for this.

11.2 We will have no liability to You for Service failures arising as a direct or indirect result of ;

11.2.1 a failure, refusal or delay by a third party to supply Us with a Service; or

11.2.2 the imposition of legal or regulatory restrictions which prevent Us from supplying a Service.

12 CHANGING THIS AGREEMENT

12.1 We may change this Agreement and the Charges at any time. If We need to increase the Charges for the Service or otherwise materially change this Agreement We will give You a minimum of 14 days notice by email or, in writing, before such changes take place.

12.2 You must tell Us promptly if You change Your name, address or banking details that may affect Your payment of the Charges.

13 TRANSFERRING THE AGREEMENT

13.1 You cannot transfer or try to transfer this Agreement or any part thereof to anyone else unless We give You Our written permission. We can transfer Our rights and obligations (or both) under this Agreement or any part of it to a Qubic Group PLC company without Your permission.

14 PRIVACY POLICY

14.1 Except as required by law both parties shall procure that all confidential information disclosed by one party to the other in accordance with this Agreement or which may at any time until termination of this Agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Agreement and then only under appropriate confidentiality provisions approved by the other party. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either party.

15 NON SOLICITATION

15.1 Neither party shall (except with the prior written consent of the other) during the Term of this Agreement or the 3 month period following the expiry thereof, solicit the services of any staff of the other party who have at any time, been engaged in the provision of the Service under the Agreement or any significant part thereof either as employee, independent contractor or any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other party.

16 CALL MONITORING & USING YOUR DATA

16.1 We & Our suppliers may occasionally monitor and record calls, emails and any other communications made to or by Us (or Our suppliers) relating to customer services and telemarketing. We do this for training purposes and, to improve the quality of Our customer services, including complaint handling.

16.2 Unless You write to Us and tell Us not to do so, We may use the information We have about You and Your use of the Service for marketing purposes.

16.3 If You wish to make international calls We may need to provide Your personal information to other companies which may be outside the EU. You

should be aware that the standards of protection for personal information overseas are not currently governed by the Data Protection Act 1998.

17 THIRD PARTY RIGHTS
 17.1 Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

18 LAW
 18.1 This Agreement is governed by English law.
 18.2 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in London.
 18.3 The submission by the parties to such jurisdiction shall not limit the right of Qubic Group plc to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.
 18.4 The headings within this Agreement are provided for convenience only and shall have no effect on the interpretation thereof.
 18.5 All warranties, conditions and statements other than those contained in this Agreement, statutory or otherwise are excluded, save where the absolute prohibitions against exclusion of the Unfair Contract Terms Act 1977 (or revision or amendment thereof) apply.
 18.6 If any provision of this Agreement becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 18.7 Nothing in this Agreement constitutes a partnership between the parties or constitutes either party as agent of the other for any purpose whatsoever except as maybe specified elsewhere by the terms of this Agreement.
 18.8 Except as maybe specifically provided for elsewhere in this Agreement all notices shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this Agreement. Notices may be sent by first-class mail or facsimile transmission provided that facsimile transmissions are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.
 18.9 This Agreement and any schedules or attachments annexed hereto or otherwise referred to herein contain the whole Agreement between the parties relating to the subject matter hereof (being the provision of certain telecommunications, information technology, computer and other services) and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

19 ACCEPTABLE USE POLICY
 19.1 This acceptable use policy sets out the terms between Qubic Group plc and you, whether you are using Qubic's facilities and services as an employee or representative of Qubic or as an employee or representative of one of its customers ("You") under which you may access Qubic website, www.qubic.uk.com and use Qubic services (together "Services"). This acceptable use policy applies to all users of Qubic Services. Your use of Qubic Services means that you accept, and agree to abide by, this acceptable use policy.
 19.2 Prohibited uses
 You may only use Qubic's Service for lawful purposes. You may not use Qubic's Services:
 19.2.1 in any way which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of, or infringe the rights of any third party, in the UK or any other country in the world, or in any way breaches any applicable local, national or international law or regulation.
 19.2.2 in any way which is threatening, defamatory, offensive or obscene, indecent, seditious, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, copyright, privacy or any other rights, or which may cause annoyance or inconvenience ("Content Standards");
 19.2.3 for any unlawful or fraudulent purposes, or any use which has any unlawful or fraudulent purpose or effect.
 19.2.4 for the purpose of harming or attempting to harm minors in any way.
 19.2.5 to send, knowingly receive, upload, download, use or re-use any material which does not comply with Qubic Content Standards
 19.2.6 in any way for which You have not obtained all necessary licences and/or approvals;
 19.2.7 in a manner which is technically harmful (including without limitation, to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, timebombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
 19.2.8 in a manner which involves misusing Qubic Services (including without limitation by hacking) or which attempts to affect the performance or functionality of any computer facilities of or accessed through Qubic Services.
 19.2.9 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation.

SPECIFIC TERMS & CONDITIONS APPLICABLE TO NETWORK SERVICES
20 WHAT THE SERVICE IS
 20.1 The Service We arrange for You are: any or all of the following which you access using a telephone line:
 20.1.1 make & receive voice calls;
 20.1.2 send & receive data;
 20.1.3 send & receive internet e-mail;
 20.1.4 Internet access; and
 20.1.5 any additional services.
 20.2 We will arrange for You to be provided with the Service on the terms of this Agreement.
 20.3 We will do Our best to ensure that the Service requested by You is provided by Our suppliers to You by any date We have agreed with You but We do not guarantee to do so and We have no liability for any failure to meet any date.
 20.4 You are entitled to the quality of Service generally provided by a competent telecommunications Service provider exercising reasonable skill and care. However these services are not fault free and may be impaired by circumstances beyond Our control including, but not limited to failures by Our suppliers, geographic and/or atmospheric conditions.
 20.5 We or Our suppliers may vary the technical specification of the Service from time to time.
 20.6 The Service is not available in all parts of the United Kingdom nor in all other countries and may be restricted to certain areas within those countries where Service is available.
 20.7 All Line rental, ancillary line services and call Charges are calculated by reference to data recorded or logged by Our suppliers and not by reference to

any data recorded or logged by You, nor by reference to any information provided to You by Us for information purposes only.

20.8 Call charging rates that vary according to the time of day are billed according to the time of call initiation.
 20.9 Call Charges from overseas networks may not reach Us in time to allow Us to include them on the bill for the month in which the original call was made. Any such Charges will appear on the next bill following Our receipt of the details from Our suppliers.
 20.10 Other than certain Premium Rate Services (see Tariff Sheet) calls are priced on a per minute basis, but billed on a per second basis, rounded up to the nearest penny.
21 THINGS WE MAY HAVE TO DO
 21.1 Occasionally We may have to:
 21.1.1 alter the code or number associated with the Service;
 21.1.2 bar numbers from the Service on a temporary or permanent basis in circumstances where it is necessary to do so
 21.1.3 temporarily suspend the Service (or any part of it) for operational reasons, emergencies or for reasons of security.
 21.1.4 Where the Carrier Preselection Service becomes unavailable (temporarily or otherwise) every reasonable effort will be made to re-route calls via Your usual fixed line telecommunications supplier which will be billed to You by them at their then current rates.
 21.2 At Our discretion We or Our suppliers may apply a usage limit or surcharge to Your account and We or Our suppliers may suspend Your Service if this limit is exceeded. As Our billing system is not instantly updated each time You use the Service it is possible, especially when making international calls or using international roaming, to exceed Your usage limit. You will be liable for all Charges incurred including any Charges exceeding Your usage limit. You may be asked to pay any Charges incurred in excess of Your usage limit before Service is reinstated.
 21.3 We may require You to provide Us with a deposit as a condition of providing the Service to You or for continuing to provide the Service to You.
 21.4 We may use Our discretion to refuse to supply any of Our supplier's services to You.
 21.5 With certain types of mobile phone SIM (Subscriber Identity Module) used in conjunction with specialised business communication portals You will be required to renew or upgrade Your contract for subsequent periods of 12 months up to the maximum number of months stipulated in the Agreement
22 YOUR USE OF THE SERVICE
 22.1 For the Carrier Preselection Service You will lodge the telephone numbers/lines on which You wish to use the Service.
 22.2 Carrier Preselection Services will be automatically applied to all new PSTN lines You ask Us to arrange with Our suppliers on Your behalf.
 22.3 Where necessary We will modify the programming of Your telephone system or allocate a code to allow You to access the Network. The code number does not belong to You and may only be used on the lines You have previously lodged with Us.
 22.4 You acknowledge that the Service may be accessed by means of either Carrier Preselection Service or Indirect Access Code. You therefore further acknowledge that any restriction to the Service (including, but not limited to, call barring) which may be available by means of Carrier Preselection Service may be overridden by the caller accessing the Service by means of Indirect Access Code. In this event You acknowledge that You remain liable for ALL call Charges incurred.
 22.5 You must not use or permit any other person to use the Service contrary to the Acceptable Use Policy (clause 19) and, You must make sure that this does not happen. The action We can take if this happens is explained in clauses 5, 6 and 23.
 22.6 You acknowledge that no matter how such Charges arise You will be legally liable to pay all call Charges logged by Our suppliers against Your telephone number(s).
 22.7 If a claim is made against Us because of Your misuse of the Service You must reimburse Us any sums We or Our suppliers have to pay.
 22.8 If You use the Service for business purposes, You must indemnify Us against any claims that anyone (other than You) threatens or makes against Us because the Service is faulty or cannot be used by them. You must tell Us at the address We notify to You in writing, or by email if anyone makes or threatens to make any claim or issues legal proceedings against You relating to Your use of the Service or the Content. At Our request You will immediately stop the act(s) complained of. If We ask You to, You must confirm the details of the claim(s) in writing.
 22.9 You are responsible for evaluating the accuracy and completeness and the value and integrity of the goods and services offered by third parties via the Service. Neither We nor Our suppliers will be a party to or in any way responsible for any transaction concerning third party goods and services.
23 SERVICE BARRING OR DISCONNECTION
 23.1 At Our discretion We can bar You from making calls (other than to the emergency services) and disconnect the Service from the Network if:
 23.1.1 You infringe the terms of paragraphs 7, 19 or 22 ; or
 23.1.2 if We have reasonable cause to suspect fraudulent use of Our Services.
 23.2 You must pay an unbarring cost and, if applicable, a re-connection cost if the Service is temporarily barred and/or Your Service is disconnected from the Network for the reasons stated in paragraph 23(a). If We have barred or disconnected the Service We will not re-provide it unless You do what You have agreed to do, or satisfy We that You will do so in future, or that the Service will not be used again in a way that is forbidden. We may require You to authorise a direct debit authority for the payment of such Charges.
 23.3 If We bar Your Service or disconnect it from the Network because You break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is ended by notice under clause 4.
SPECIFIC TERMS & CONDITIONS APPLICABLE TO MAINTENANCE AND SUPPORT SERVICES
24 SERVICE HOURS, CALL TYPES & RESPONSE TIMES
 a. The Service Desk is open from 08.30 to 17.00 Monday to Friday excluding Bank and Public Holidays.
 Telephone : 0845 603 9083 Facsimile: 0845 148 9112 Email : support@qubic.uk.com
 b. Call Types & Response Times
 Class 1 Emergency Fault Calls Up to 4 Hour Response* meaning ; the failure of Your network file server or the inability to make or receive ANY external telephone calls or the failure of national ethernet or other wide area network circuitry/services.
 Class 2 Non Emergency Fault Calls Up to 8 Hour Response* meaning ; all fault requests not included in Class 1
 * Response - is the number of Working Hours within which We will use all

reasonable efforts to respond to Your requests for assistance.
 NOTE - We are not responsible for the response times or fault repair services of the company(s) with whom Your services have been arranged. We will however make every reasonable effort to ensure that any faults are addressed and rectified as quickly as possible and will keep You informed as to progress.
25 NON-FAULT CALL APPOINTMENTS - ADVANCED NOTICE
 A visit Length of half a day requires 1 weeks notice
 A visit Length of 1 - 2 days requires 2 weeks notice
 A visit Length of 3 - 4 days requires 4 weeks notice
 A visit Length of 5+ days requires 6 weeks notice
 Note : Appointments are available during Working Hours only, but not between Dec 20th and Jan 5th
26 SUPPORT LEVEL PACKAGES AND DESCRIPTIONS
TELECOMMUNICATIONS EQUIPMENT - Telephone systems, handsets, PSTN lines, local or wide area network circuitry or other type of telecommunication, internet or IP circuitry.
Code SEL-T - Telecommunications Equipment SELECT
 Included
 - All Parts (See Clauses 26.1.1 to 26.1.3)
 - during the Term the number of on-site engineering fault call-outs as shown in the Support Level field(s) in the Maintenance Arrangements section of this Agreement.
 - during the Term You are entitled to the number of remote fault fixing sessions as shown in the Support Level field(s) in the Maintenance Arrangements section of this Agreement.
Extra Charges
 - If during the Term You exhaust the number of pre-purchased engineering fault call-out visits or fault related remote sessions, further requests will be payable at Our then current Charges.
Code PRM-T - Telecommunications Equipment PREMIER
 Included
 - All Parts (See Clauses 26.1.1 to 26.1.3)
 - unlimited on-site engineering fault call-out visits during the Term.
 - unlimited remote fault fixing sessions during the Term.
Excluded
 - non fault call-outs and requests for remote session work
Level / Package
COMPUTER EQUIPMENT - PCs, Laptops and Network File Servers and their respective operating systems, network, hubs, routers, network infrastructure and interconnects, Printers, Scanners and peripheral devices that connect to computers
Code RSP-C - Computer Equipment RESPONSE
 Included
 - Unlimited fault call-outs requiring site visits.
 - Unlimited remote fault analysis and/or fault fixing
Excluded
 - the cost of replacing faulty hardware or software is not covered by this agreement.
Code SEL-C - Computer Equipment SELECT
 Included
 - during the Term You are entitled to the number of pre-purchased on site engineering days as shown in the Support Level field(s) in the Maintenance Arrangements section of this Agreement.
 - Pre-purchased on site engineering time may be used in units of not less than ½ a day, being either 08:30 to 12:00 or 13:30 to 17:30. Any single visit longer than 3.5 hours will be construed as a full day.
Excluded
 - Pre-purchased engineering days not used by the expiry of the Term of this Agreement may NOT be carried forward to any subsequent agreement.
 - If during the Term You exhaust the number of pre-purchased engineering days will be payable at Our then current Charges.
 - the cost of replacing faulty hardware or software is not covered by this agreement.
Code PRM-C - Computer Equipment PREMIER
 Included
 - unlimited fault call-outs requiring site visits
 - unlimited remote fault analysis and/or fault fixing.
 - during the Term You are entitled to the number of pre-purchased on site engineering days as shown in the Support Level field(s) in the Maintenance Arrangements section of this Agreement.
 - Pre-purchased on site engineering time may be used in units of not less than ½ a day, being either 08:30 to 12:00 or 13:30 to 17:00. Any single visit longer than 3.5 hours will be construed as a full day.
Excluded
 - Pre-purchased engineering days not used by the expiry of the Term of this Agreement may NOT be carried forward to any subsequent agreement.
 - If during the Term You exhaust the number of pre-purchased engineering days will be payable at Our then current Charges.
 - the cost of replacing faulty hardware or software is not covered by this agreement.
ON SITE TECHNICIAN
 We can arrange for one of our specialist engineers to carry out daily, weekly or permanent on-site Network Administration & Management duties at your premises - such arrangements are subject to separate terms and conditions.
26.1 SPECIFIC TERMS & CONDITIONS FOR SUPPORT LEVEL PACKAGES AND DESCRIPTIONS
 26.1.1 The Support Level for the items comprising the Equipment and Service is as shown in the Maintenance & Support columns in the schedule(s) attaching to and forming part of this Agreement
 26.1.2 Only parts or components determined by Our engineers to be faulty will be replaced
 26.1.3 We, at Our absolute discretion, reserve the right to utilise reconditioned or re-manufactured components
 26.1.4 All non fault call-outs and requests for remote session work will be chargeable at "Our" current "Charges" for such work.
 26.1.5 We may charge You for Our expenses, which may include but are not restricted to ; overtime, travelling expenses, accommodation charges, congestion charges and any charges passed on to Us by the suppliers of the Equipment and Service We have arranged for You
 26.1.6 We accept no responsibility for any delay in repairing, rectifying or replacing faulty Equipment or resolving any Service interruption or failure where such delay is due to ;
 26.1.6.1 non availability of suitable replacement parts
 26.1.6.2 failure of services or systems owned and operated by a Network Provider or a combination of Network Providers, who, individually or collectively provide the Service arranged by Us on Your behalf.

