

Standard Terms & Conditions of Sovereign Telecom (UK) Limited Telephone Service

1. Provision of TeleTelecom (UK) Service

- 1.1 Sovereign Telecom (UK) Limited (STL) undertakes to provide and the customer undertakes to use the service(s) indicated overleaf on the terms set out in this agreement.
- 1.2 STL may contract for such communications services and facilities from any licensed operator(s) as it may consider necessary in order to enable it to provide the service(s). STL will be responsible for paying all relevant charges in connection with such services.

2. Duration

- 2.1 The term of the agreement shall be twelve months and shall commence from the date of acceptance by STL and continue thereafter unless terminated by either party giving the other not less than 30 days written notice to expire at the end of the term of agreement or at the end of any subsequent month.

3. Charges and Payments

- 3.1 Prices relating to the service(s) shall be as stated in STL's tariff as current from time to time.
- 3.2 The prices shall not be increased during the term of agreement after which time they may be subject to change upon STL giving not less than 30 days prior written notice to the customer.
- 3.3 The customer shall be invoiced monthly by STL for all charges under this agreement plus VAT. Payment of invoices will be made by Direct Debit. The time of payment of all sums due to STL under this agreement shall be the essence of this agreement. If payment in full is not received by STL or assigns by the due date STL shall be entitled to charge interest on the outstanding amounts at a rate of 2% per month until payment is made.
- 3.4 All application charges payable under this agreement shall be calculated by reference to data recorded or logged by STL and/or associates and not by reference to data recorded or logged by the customer. Invoices will be presented in STL standard format unless otherwise agreed.
- 3.5 All sums referred to in this agreement are exclusive of VAT and any other taxes of a similar nature.

4. Use of the Service and Carrier Pre-Select

- 4.1 The customer undertakes to use the service(s) in accordance with such conditions as may be notified in writing by STL from time to time and also in accordance with terms and conditions specified by licensed operators or suppliers contracted with STL who will use Carrier Pre-Select to provide service.

5. Termination

- 5.1 Without prejudice to their other rights under this agreement either party has the right to terminate this agreement forthwith in the event that the other party is in breach of a material term of this agreement and fails to remedy that breach within 14 days of written notice to do so.
- 5.2 Without prejudice to its other rights, STL shall have the right forthwith to terminate this agreement by notice in writing to the customer in the event that:
- 5.2.1 The customer fails to make a payment when it becomes due to STL; or
- 5.2.2 Any licence or agreement necessary for STL to provide the service(s) expires or is cancelled or revoked or is otherwise modified so as to frustrate the purpose of this agreement in which event STL shall give the customer the maximum notice of termination practicable in the circumstances; or
- 5.2.3 A licence under which the customer has the right to operate its teleTelecom (UK) system is revoked, amended or otherwise ceases to be valid.
- 5.3 In the event of termination by STL under conditions 5.1. or 5.2.1, STL shall be entitled to recover from the customer all costs, losses and expenses incurred by STL including but not limited to the cost of removing the service(s).
- 5.4 Sections 6 of this agreement shall survive its termination for any reason whatsoever.

6. Limitation of Liability

- 6.1 In the event that STL service(s) fail to operate and the customer diverts traffic to another carrier, STL will not be responsible for that carriers charges.
- 6.2 STL shall not be liable to the customer under this agreement in contract, in tort or otherwise including liability for negligence, for any loss of revenue, business contracts, anticipated savings, profits or any other indirect or consequential loss whatsoever.
- 6.3 STL's liability in contract or tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of STL's obligations under this agreement shall be limited to an amount no greater than the charges paid by the customer to STL for the period of 6 (six) months prior to the relevant incident(s) from which such liability arose took place.
- 6.4 The customer agrees that STL shall have no liability whatsoever for the acts faults or omissions of licensed operators or other suppliers contracted with STL however caused but not limited to negligence.
- 6.5 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 including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightening or fire, strike, lock-out, trade dispute or labour disturbance, any act of omission of Government, highways authorities, other public telecommunications operators or other competent authority, production or supply of services by a third party.

7. Information

- 7.1 The Customer undertakes to promptly provide STL free of charge with all information and co-operation that STL may reasonably require to enable it to provide the service(s) to the customer.

8. Suspension of Service

- 8.1 STL may at its sole discretion upon giving the customer 14 days written notice elect to suspend forthwith provision of the service(s) until further notice without compensation in the event that:
- 8.1.1 The customer is in breach of a material term of this agreement.
- 8.1.2 STL is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authority.
- 8.1.3 Any licence or agreement necessary for STL to provide the service(s) expires is suspended, cancelled or revoked.

9. General

- 9.1 This agreement may not be assigned in whole or in part by the customer without prior written consent of STL such consent not to be unreasonably withheld.
- 9.2 This agreement contains the entire understanding of the parties to the exclusion of any and all prior agreement or understanding whether oral or written and may only be amended by agreement in writing by the duly authorised representatives of the parties.
- 9.3 This agreement may not be altered, supplemented or amended or any covenant herein or default hereunder waived except as provided herein or upon execution and delivery of a written agreement signed by both parties.
- 9.4 Except as expressly provided herein this agreement does not constitute either party as agent or legal representative of the other party and does not create a partnership or joint venture between STL and the customer. This agreement confers no rights upon a third party.
- 9.5 Any notice, invoice or other document which may be given by STL under this agreement shall be deemed to have been duly given if left at or sent by post to an address notified to STL in writing by the customer as an address to which notices, invoices or other documents may be sent, or the customer's last usual known place of abode or business, or if the customer is a limited company, its registered office.
- 9.6 Failure by either party to exercise or enforce any right conferred by this agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of that right thereof or of any right on any occasion.
- 9.7 STL's address for service of any notice hereunder shall be such address as appears on the last invoice rendered to the customer or such address as may be prescribed by STL for that purpose.
- 9.8 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.