

UTV Talk Service Terms

(These terms and conditions come into effect on 9th December 2011)

What we provide

1. The service we agree to give you includes:
 - a. installation or takeover and rental of a fixed BT telephone line;
 - b. the facility to make or receive phone calls including the ability to send or receive information for example, from computers using your telephone line;
 - c. any one of a range of calling plans that enable you to make discounted telephone calls; you are normally provided with Unlimited Evening and Weekend plan as standard with your telephone line rental;
 - d. any other facilities such as caller display that we agree to give you; and
 - e. one phone number for each fixed telephone line that you rent from us, which we will publish (with your details) in your local BT Phone Book and make available to the various Directory Enquiries Service Providers unless you tell us not to.
 - f. Our customer care policy can be found at http://www.utvinternet.com/legal/legal_information.aspx
2. If you make calls over your UTV Talk telephone line with another pre-selected call provider, you may not have the option to make calls with UTV Talk and have them charged to your UTV Talk bill.

When the service starts

3. We will agree a date with you for installation or takeover of your telephone line. This is usually 10 working days after placing your order. If you cancel any appointment for the installation of your service after 12.00pm on the day before we agree to install your telephone line, you may be liable to pay a missed appointment charge. We will begin the service once any work we need to do is completed on that date (service start date). The minimum period for a line is 12 months. The minimum periods for all Calling Plans are also 12 months. To qualify for certain offers or deals, you will need to take a calling plan for a minimum period of 12 months.
4. If you ask us to change your calling plan or you take any other facility with your existing telephone line, this will take effect from the next billing period. If not, we will tell you when the change will take place.

Cancelling Your Agreement

5. You may cancel your agreement for the service by contacting us at any time up until the service start date.

Early Termination Right

6. We'll always send you a letter or email as confirmation of your order, but we can often provide the services you want before you receive that letter. If you agree that we should do this, you will have 7 working days from the date of your confirmation letter to call us to end your contract for the service without incurring an early termination charge. If you do cancel within 7 working days you will have to pay for any use you have made of the service. If you decide to end your contract after this 7 day period but before the end of the minimum term, you will incur a single charge for each month left of the minimum period. You can find details of these charges in the Price List or online at http://www.utvinternet.com/legal/legal_information.aspx.

Quality of service

7. We aim to provide a continuous, high-quality service.
8. If something goes wrong, we will work on any problem that is reported to us in line with the standard industry care level of repair services that are available. We offer a guarantee if we delay the installation or repair of your telephone line. See the section "Our responsibility to you" below for more details. Not all levels of repair service may be available with your service. Additional charges will apply for Service Levels 2, 3 and 4.
9. We offer you the following repair services:
 - a. Service Level 1 operates during the period (0800 – 1800 hrs Monday to Friday, excluding Bank Holidays and Public Holidays). Engineers acting on our behalf, aim to have the fault resolved by the next working day plus 1.
 - b. Service Level 2 operates during the period 0800 – 1800 hrs Monday to Saturday, excluding Bank and Public Holidays. Engineers acting on our behalf will aim to repair fault reported by the end of the next working day.
 - c. Service Level 3 – Reported by 12.59, cleared by 23.59.59 same day or the day of the appointment where later e.g. a fault reported after 13.00 - clear by 12.59.59 next day (Monday to Sunday including Public and Bank Holidays).
 - d. Service Level 4 has a 6 hour fix round the clock, 365 days a year.

- e. Engineers acting on our behalf will only carry out work during the relevant operating hours.

Using the service

- 10. If you use any inclusive Calling Plan in a different way to how it should be used (for example, you use a Calling Plan for telemarketing or unlawful purpose), we may suspend or end the service immediately. Otherwise we may on 30 days notice transfer you from any inclusive Calling Plan, for example the UTV Talk Evening and Weekend Plan, or UTV Talk Anytime, to Line Rental only.
- 11. If you need to contact UTV about your service, or an account query, please call us on 0845 247 0000.
- 12. You shall ensure that all persons having access to the Service or the Equipment comply with these Service terms and that you will ensure all telephone equipment is maintained and kept in good working order.

Our responsibility to you

- 13. We offer a guarantee that covers Calling Plans on UTV Talk Telephony services with some exceptions and variations as set out in paragraph 26 below.
- 14. We guarantee:
 - a. to provide the service by the date we agree with you;
 - b. to repair a service failure in line with the repair service you have chosen, normally this means by midnight on the third weekday (not including public and bank holidays) after the day you report the fault to us unless a specific appointment date is agreed. We will treat a fault reported after 9pm on a weekday, or anytime at weekends or on public or bank holidays, as if you reported the fault at 8am on the next weekday after the day you reported the fault to us.
 - c. not to disconnect the service by mistake; and
 - d. to keep any appointment we make with you under this agreement.

By service failure, we mean the continuous total loss of the facility to make or receive a phone call, or of any other facility we provide to you, due to a fault in any part of BT's network up to and including the main telephone socket for your property.

- 15. The guarantee does not apply if:
 - a. someone other than UTV Internet has caused the fault, for example another Telecommunications Operator;

- b. we ask to come onto your property and you do not allow us to; or
 - c. we reasonably ask for other help and you do not give it.
16. If we are late in providing the service (including transferring a telephone number from another service provider where we have agreed to do this) or repairing a service failure, you may request the following.
- a. Daily-rate rental credit, which is described in paragraph 22 below.
17. If we disconnect the service by mistake, you may claim daily rate rental credit from the date we disconnect it.
18. If we do not keep an appointment, you may claim a fixed amount of £10.
19. UTV Internet will not issue manual cheque refunds for any amount less than £10; we will issue a credit to be placed on a customer account for amounts under this figure where applicable.

20. Call diversion

If you request call diversion, we will divert your incoming calls to another fixed line or mobile phone number that you choose. Once we have provided the service or repaired the service failure, we will cancel your call diversion.

The number you choose must be a UK number, but there are some numbers which we will not divert your calls to (for example, 0800 and 0870 numbers). The full list is shown in paragraph 26 below.

If we divert your calls to a mobile number, the person calling you will not have to pay any extra costs for making that call.

21. International Call Saver

- a. UTV Talk International Saver is not applicable to some lines and services, e.g. ISDN lines, Service Provider Calls & Access, Light User Scheme.
- b. Exclusions as follows; UTV Talk International Saver call prices will not apply to International 64k data calls, which will be charged at specified rates. UTV Talk International Saver is only available to residential customers who are on the UTV Talk tariff. The International saver fee is in addition to the fee paid for UTV Talk.
- c. A minimum term of one month applies and will apply if a customer ceases the International saver, or the associated UTV Talk package incorporating line rental.

Daily rate rental credit

22. Daily-rate rental credit is the amount we will credit you for each whole or part day we are late in providing the service or repairing a service failure and for each line affected. It is equal to the daily charge of your rentals for each day that applies. The daily charge is twelve times the monthly rental charge (including VAT) divided by 365. You will not be entitled to a rental credit if the fault relates to equipment you have bought from other suppliers. Payment for extra care packages is not included in this.

23. **The limits**

The maximum amount we will credit or pay you is £1000 for each line affected in any 12-month period as set out in the standard terms. This does not include our responsibilities if you die, suffer personal injury or suffer loss or damage to physical property as a result of our negligence.

24. **How we will pay you**

We will normally take any amounts that we owe you off your next phone bill.

25. **How to make a claim**

You must make your claim within four months of us putting things right. Please ask for a claim form.

26. **Variations**

In cases where only the number transfer is delayed, daily rate rental credit is payable up to a maximum of 1 month.

Call diversion will not be provided for UTV Talk calling features and network features and to numbers beginning with 00, 08, 09, 070, 076, 0500 or 07744.

Daily-rate rental credit will not apply to any UTV Talk calling feature that is provided free of charge and fails.

If you take a UTV Talk calling feature as part of a line-rental package and there is a service failure, we will not pay daily-rate rental credit on the UTV Talk calling feature part of the package.

If a UTV Talk calling feature is part of a calling features package and one or more services experience a service failure, we will work out the daily-rate rental credit using the UTV Talk calling features package rental.

We will not pay any daily-rate rental credit on any pay-per-use UTV Talk calling features.

Changing your UTV Talk service

Changes we may make

27. Occasionally, we may have to interrupt the service. If we do so, we will restore it as quickly as we can. We may also from time to time need to change your area code or phone number, or access numbers.

Changes you can make

28. You agree to provide us with true, accurate and complete details in order to provide your order. You agree to inform UTV Internet of any changes to your personal details immediately by e-mail addressed to admin@u.tv.
29. You can add the Mobile Call Saver or International Call Saver to an existing calling plan (renewable and non-renewable) at any time (additional rental charge may apply).
30. If you take a calling plan as part of a special offer or deal, then during the initial or any subsequent minimum period, you cannot downgrade to a lower level calling plan. Once the minimum period for your chosen offer or deal has ended, you may downgrade to a lower level calling plan without penalty.
31. Except as set out in paragraph 33 below, if you upgrade to a higher level calling plan, your existing contract – including any remaining minimum period – will continue to apply but we will charge you the fee that applies to the new level of calling plan that you have chosen.
32. If, at any time, you take a calling plan as part of a promotion, you must begin a new contract with a new minimum period for that calling plan.
33. If you are an existing customer and move home, we will provide you with telephone service at your new address. If you previously paid your line rental in any other way, you must begin a new contract with a 12 month minimum period for the telephone line. You may take any remaining minimum term for your existing calling plan with you and you may only upgrade or downgrade your calling plan as set out in paragraphs 30–32 above.

Ending the Service

34. If you have any additional services that rely on your telephone line they will also end when you end your agreement for telephone service.
35. You shall have the right to terminate the Service within five days of placing an order with UTV if you wish to revert to your previous provider, provided that you sign a valid contract within this period with your previous provider. You shall be liable for any usage charges incurred prior to the cancellation of the Service. No other cancellation charges shall apply.