



TERMS AND CONDITIONS – UNIVERSAL TELECOM

Definitions

For the purposes of this Agreement the following expressions will have these meanings:

- "Agreement" means the legally binding agreement between us, which will be on the basis of these conditions;
- "Carrier Pre-Selection Service" means the service administered by UNIVERSAL TELECOM which enables telecommunication calls to be routed through specific telecommunications carriers' networks as requested by the person renting the telecommunications line;
- "Conditions" means the terms and conditions set out in this agreement;
- "Evening" shall have the meaning ascribed to that expression by UNIVERSAL TELECOM in its terms and conditions (as amended from time to time) for the delivery of telephony services to domestic customers;
- "Local Call" means a call made to a UK number, including Channel Islands and Isle of Man (but excluding the Republic of Ireland), within the UNIVERSAL TELECOM local charge area for your line;
- "National Call" means a call made from a UK number to another UK number, including Channel Islands and Isle of Man, beyond the UNIVERSAL TELECOM local charge area for Your telecommunications line;
- "Off-peak" means Evening and Weekend;
- "Service" means the fixed-line telephony services provided by Universal Telecom to you;
- "UK Calls" means Local and National calls;
- "Weekend" shall have the meaning ascribed to that expression by UNIVERSAL TELECOM in its terms and conditions (amended from time to time) for the provision of telephony services to domestic customers;

The Agreement

Our contact address is Universal Telecom / Timepiece, Lda City Point 1, Ropemaker Street, London EC2Y 9HT, England. Universal Telecom will supply the service to you on the following terms.

By signing the request you are agreeing to enter into a contract with us under the terms and conditions of this Agreement which will begin when we accept your request and which will continue until terminated by either party in accordance with the terms of this Agreement. The Agreement sets out the entire agreement between you and us with regard to the Service and no other terms, conditions, guarantees, or statements will apply. We will only accept one account per household address.

You are only eligible to enter into this Agreement if you are a UK resident, over 18 years of age and rent a telephone line from British Telecom within the UK. By sending in your request you confirm that you are eligible for the service.

A) Administration and Data Protection

You confirm that the details you have supplied to us are true and accurate on the date you give them, and you will let us know without delay if any of them change. If you have any queries in relation to the details that we hold about you then you should contact customer services at 0800-2799809.

We may monitor and record calls between you and our customer service centre for purposes of training and quality control.

We may use your personal information for purposes of administration and billing of the Service and for other purposes where you give your consent to such use or where we are obliged or permitted by law (including a regulatory body) to exercise such use.

B) The Service

We may change the level of the service if there is a good reason for this. We may change these terms and conditions of the Agreement if this is necessary to meet certain laws or regulations, or if our suppliers change their terms and conditions.

We will give you reasonable notice and explain our reasons for any changes to either the Service or the Agreement. You will be deemed to have accepted any changes to the Service or the Agreement unless you notify us in writing of your intention to terminate this Agreement within fourteen (14) days of your receipt of our notice of such changes; information about termination is described under section E.

C) Suspending

We may suspend the Service to you if we suspect, or you tell us, that there is unauthorised use of your Service account;

- or you have reached or exceeded your credit limit which is within the first invoice period £ 35.00 for sign up customer without any deposit;
- or we have not been able to collect your payment for using the Service and have made reasonable efforts to contact you without success;
- or we are required to comply with an order, instruction or request of any government or competent public authority;
- or we have reasonable ground to suspect that any of the details given to us by you are inaccurate or untrue;
- or we have reasonable grounds to suspect fraud or attempted fraud in connection with the Service either by you or by anyone else with or without your knowledge or approval;
- or the network which supports the Service breaks down or requires maintenance or if the Service provided by Our suppliers is otherwise terminated suspended or unavailable;
- or we have reasonable grounds to believe that your use of the Service is: in connection with a criminal offence; or for purposes of sending, receiving or otherwise using material which is offensive, abusive, indecent, defamatory, obscene or menacing, or a nuisance, or hoax, or in breach of any privacy rights, or in any way otherwise unlawful; or causing annoyance, inconvenience or anxiety to other parties; or otherwise than in accordance with the acceptable use policies of any connected network, internet service provider or relevant internet standard.

You will not, nor allow anyone else to, use the Service for any illegal, improper or immoral purpose, or any purpose that may cause offence or nuisance.

We reserve the right to inform other telecommunication operators of the names of any of Our customers who are found to be in breach of this provision. We do not guarantee this service will be uninterrupted or fault free. However, we will use reasonable endeavours to attend to any faults within our area of responsibility and use our reasonable endeavours to fix any faults within a reasonable period of time.

You are responsible for supplying equipment to use the Service, for example a phone or PC. You will ensure that such equipment complies with all applicable laws, regulations and standards.

D) Service Charges and Billing

Our call charges may change from time to time and our latest published price list will be available on our web site at www.uvtc.com. Charges for calls become due as the calls are made.

You will normally receive a bill the following month after registering for the Service, however future bills may depend upon your use of our services after the registering. Postal bills will be issued subject to the following criteria:

If your balance account are £13.00 or more in a calendar month you will receive a bill in the following month at our normal billing period; or

If you have not received a statement for two consecutive months then you will receive a bill in the third month.

We or an appointed company by ourselves (Intrum Justitia) will collect the amount shown on your bill in line with the charges that apply to your service account. If you are late in meeting a payment, we may charge you interest on the amount you owe us.

We will charge you interest at a rate of 15 % of the outstanding debts. We will calculate this interest on a daily basis over 365 days in the year.

A company dealing in receivable management services will handle bad debts.

Any call credit, or such similar incentive as offered by us from time to time at our sole discretion, will be debited from the amount you owe us and shown on your monthly bill as a call credit. Customer who had signed up by a "web pop-up" will be accredited a discount on their first monthly bill.

E) Termination of the Agreement

You can terminate this agreement at any time by notifying us on 48 hours notice. If you terminate this agreement, We will charge you for the service up to the date of disconnection. We may terminate this agreement without prior notice, or by giving notice to you at the last address you have given to us if:

You exceed the agreed credit limit and we have used reasonable efforts to contact you without success; you break any of the terms of this agreement; you are declared bankrupt; we have not been able to collect your payment for using the service and have made reasonable efforts to contact you without success.

F) Carrier Pre-Selection

Your application for the service authorises us to carry your telephone calls through our telecommunications network instead of through your present telecommunications network. There is no changeover charge to you from your present telecommunications network or us for providing the carrier pre-selection service, however, our ability to provide the service to you is subject to your present operator making the necessary changes to our telecommunications network as set out below.

Once we have accepted your application, we will forward the appropriate details of your application to your present operator, to make the necessary changes to our telecommunications network. You will continue to rent your line from British Telecom and you will remain liable to British Telecom for any line rental charges.

We undertake to use the information you have supplied to us about your present account (e.g. your present telephone number) for the purposes of completing your request for us to provide the carrier preselection service on your line in co-operation with British Telecom and in order to fulfil our commitment to you.

You have the right to change your mind about your request for the service within ten (10) days of submitting your application. If you change your mind during the cooling-off period, you should contact us immediately during office hours by telephone using the number below and we will cancel this agreement. You will remain liable for any call charges incurred up to the date of disconnection. We will not be bound to provide the service until such time as British Telecom have accepted and processed your application.

G) General Matters

We have corresponding liability as our company insurance stipulates for death or personal injury that is caused by our or our employees' negligence, or for fraudulent misrepresentation. Otherwise, our total liability to you or anyone else, in relation to a single claim, or series of claims arising out of the same cause in any calendar year, is limited to one hundred percent (100%) of the total charges you have paid us in the twelve (12) months before the first of any such claims arose.

We are not responsible for any loss of profit or any other indirect or consequential loss. If a court decides that any part of this agreement cannot be enforced, that particular part of the Agreement will not apply, but the rest of the agreement will.

You can contact us through our website www.uvtc.com or by phone 0800-2799809, or by fax 0800-3761167. You hereby give us consent to contact you by telephone, email, fax, and personal delivery or by post at the last address of which you have notified us.

The customer is responsible notifying us of any changes of given contact information.

H) Termination

If you wish to terminate the agreement under any circumstances you should contact us. If you wish to contact us concerning your application for the service and/or the carrier pre-selection service our office hours are 8am to 5pm Monday to Friday.

If either party breaches any of the terms of this agreement but the other party chooses not to enforce their rights in relation to that breach, the other party may still exercise their rights in relation to any subsequent breach of any term of the agreement.

We will not be liable to perform any of our obligations under this agreement if we are prevented from doing so by any circumstances beyond our reasonable control.

I) Other

We may at our discretion, assign transfer or subcontract our rights and obligations under this agreement.

English law and the English Courts will govern this Agreement.

Further information about your rights and the carrier pre-selection service are available from Ofcom and may be found on their web site www.ofcom.gov.uk

Thank you choosing Universal Telecom and we look forward to welcoming you as our customer.

Universal Telecom
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PORTUGAL