

These **Service Terms** apply to all **Optics Internet** products and services (carrier pre-select services) and/or line rental services (“**Telephony Services**”) provided by **Optics Internet**. They are subject to our Residential Terms and Conditions and, where we provide **Telephony Services** as part of a package of services, the terms of our Multi-Play Package Services Agreement also apply.

1. Meanings

Certain words used in these **Terms** have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below under the heading “Defined Terms”. Others appear in the text of these **Terms**.

2. The Service(s)

2.1 What Services Will We Provide?

In exchange for you paying the **Charges**, we will provide you with any one or more of the following Services as stated on your **Order Confirmation**:

(a) the provisioning (or takeover) and rental of a telephone line (“**Line Rental**”) providing the capability to make and receive ‘phone calls and send and receive data using compatible additional services either over the BT telephone network or, depending on where you live, our own network;

(b) a calling plan, which often includes discounted call charges and free calls to certain numbers or locations, to be used in conjunction with your line rental (“**Call Plan**”);

(c) a range of telephony related services and functionality (for example call waiting or call diversion) to compliment and facilitate the use of the telephone line and **Call Plan**, some of which are provided as standard whilst others may attract an additional **Charge** (“**Optional Services**”) details of which are set out in the **Price List**;

(d) a telephone number or number porting service to enable you to use your existing number with the **Service(s)** (where possible);

Where the **Service(s)** are provided over our own network (as opposed to BT’s network), this means that you will only be able to use **Optics Internet’s** telephony and Internet access services (e.g. broadband) on your line.

2.2 What You Need to Use the Service(s)

Before we can provide you with the **Service(s)** you must satisfy the following conditions applicable to your chosen **Service(s)**:

You must:

(a) if you take a **Call Plan** only, have an existing telephone line and be an active account holder with BT, **have an** active telephone line at all times and comply with the terms of your contract with your telephone line provider, including

payment of line rental and certain other call charges. **Optics Internet** will not be in breach of nor will you be entitled to end this **Contract** if your telephone line ceases to be active;

(b) make sure your telephone line is connected to a telephone exchange via a main socket or other BT approved connection point;

(c) provide your own telephone apparatus (details of which you agree to provide us upon request) which should be in good working order, technically compatible with the **Service(s)** and comply with all applicable regulations and laws from time to time in force;

(d) have a **Service Address** located on the United Kingdom mainland; and

(e) not have any **Incompatible Products** installed on your telephone line that could prevent or impact the proper operation of the **Service(s)** or, where you take **Line Rental**, the provisioning of the telephone line.

Incompatible Products include:

- Subscriber Pulse Metering;
- Internet for Schools;
- All Featureline products;
- BT Select Services Call Diversion including lines with Bypass numbers and remote option control;
- BT Select Service Packages which include the Call Diversion package;
- ISDN 2 & Business/Home Highway Call Diversion packages which include basic diversion, diversion on engaged and diversion on no-reply;
- ISDN 30 Call Diversion packages, which include basic diversion, diversion on engaged and diversion on no reply for voice only and both voice and data calls;
- Smart Divert; Remote Call Forwarding 10 number;
- Exchange Line on Customer Call Forwarding Equipment;
- Change Number Interception with call forwarding;
- Social Telephony (e.g. BT’s Light User scheme);
- Individual CPS configuration for each CLI;
- Public and managed payphones;
- Inbound only CLI (e.g. Call Sign and Bypass)

If you are uncertain whether you may be affected by any of the above restrictions, please contact the sales administration department whose contact details are at www.opticsinternet.com

2.3 Activation of the Services

(a) **We** will use reasonable endeavours to make the **Service(s)** available to you on or before the **Start Date**. If **we** are unable to do so **we** will advise you of the position, the reason for the delays and when **we** anticipate being able to provide **you** with the **Service(s)**.

(b) Activation of the **Service** may result in **you** experiencing a temporary loss of **your** telephone line. **We** accept no responsibility for and will not be liable in any way for this loss.

(c) Moving your **Line Rental** and/or **Call Plan** to **Optics Internet** means **you** will lose discounts **you** may have had with **your** previous telephony provider e.g. BT's Friends and Family.

(d) **You** may not be able to use the services of other carrier pre-select providers or third party calling plans.

3. Contract Minimum Period

The **Contract Minimum Period** for the **Service(s)** is 24 months ("the **Contract Minimum Period**"). Upon the expiry of the **Contract Minimum Period** you may terminate the **Service(s)** by giving **us** not less than 30 days written notice. Where **we** provide the **Service(s)** as part of a package of services and have agreed a shorter **Contract Minimum Period** for the **Service(s)** this may be subject to **you** complying with the applicable terms of that package in default of which a minimum term of 24 months from the **Service Start Date** will apply.

4. Charges – How Much Do I Pay?

4.1 The standard **Charges** for **Services** are listed in the **Price List** and/or **your Call Plan**. If you take the **Service(s)** as part of a package the **Charges** maybe discounted subject to you complying with the applicable terms of that package.

4.2 **Charging** will begin on the date the **Service(s)** is/are first made available for your use.

4.3 Where **you** do not take **Line Rental** from **Optics Internet**, the **Charges** do not include the amount **you** pay to **your** line rental provider e.g. BT for line rental, nor do they include certain other call charges for services not provided by **Optics Internet**. Common non-Optics Internet services for which you may be charged include:

Emergency numbers, 1471, 1571, operator assistance, numbers used for flat rate internet access (i.e. 0844 04 or 0808 99), Call Display, Call Sign, 3-way Calling, Call Waiting, Ring Back, Reminder/Alarm Calls.

If you make use of these services you will be charged by your telephone line provider e.g. BT and not by **Optics Internet**.

4.4 **We** work out the cost of each **Call** by calculating the duration of the **Call** (rounded up to the nearest 60 seconds) and then multiplying the duration of the **Call** by the applicable rate as set out in your **Call Plan**. Different rates apply depending upon the destination of **your Call** and the day and the time of day the **Call** is made and **your** chosen **Call Plan**. **Call Charges** are rounded up to the nearest £0.01 and may be subject to a minimum/connection Charge. The various rates, discounts and allowances (if any) and any minimum/connection charges that apply to **your** chosen **Call Plan** and which will be used to calculate the **Call Charges** are set out in the **Price List**. **Call Charges** are generally payable monthly in arrears.

4.5 **Line Rental** charges are generally payable monthly in advance and are fixed (i.e. they are not dependant on the amount of use).

4.6 **Charges** will be calculated in accordance with details recorded by or on behalf of **Optics Internet**.

4.7 **We** may set a call spend limit on your **Optics Internet Service(s)** account, which may vary from time to time. Initially the call spend limit will be £20. If **you** exceed this limit **you** will remain liable for all **Charges**. However, **we** reserve the right, but are not obliged, to restrict or suspend part or all of the **Service(s)** without any liability to **you** on **our** part in the event of the limit being exceeded. **We** may also change **your** payment terms, including but not limited to requesting a pre-payment on account, depending on **your** call profile, payment method and/or payment history or in other circumstance if **we** consider it reasonable.

4.8 Except as provided in condition 4.10 below, you are responsible for all **Charges** incurred as a result of your use of the **Service(s)** and the **use of the Service(s)** by any person via your account.

4.9 **Optics Internet** will not hold **you** responsible for **Charges** for use of the **Service(s)** made via **your** account without your authority that result of **Optics Internet's** negligence or breach of these Conditions but this exception will not entitle **you** to a refund of the whole or any part of an "all inclusive" **Charge** (for example, a fixed Charge that is not linked to the usage of **Service(s)** during the relevant month).

4.10 **You** will receive an electronic bill every month setting out the **Call Charges** made in the preceding billing period and, if applicable, and other **Charges**, including **Line Rental** for the following month. Notification of **your** bill will be sent to the e-mail address **you** have provided. **You** will then be able to view **your** bill online by accessing your account at www.opticsinternet.com **Your** account will be password protected. **Your** bill will contain a summary of the **Charges**, including **Call Charges** incurred during the billing period and **your Line Rental** charges, if applicable. Paper, large print or Braille format bills are available upon request by contacting **our** Customer Services department.

4.11 **We** may alter your Direct Debit or credit card instruction if the price of **your Call Plan** or **Line Rental** changes for any reason or if early termination or other Charges become due and payable. **We** may also charge any other payment due under this contract under your Direct Debit or credit card instruction together with any other payments which **you** agree **we** may charge under that instruction.

4.12 **All** Charges are inclusive of VAT at the applicable and prevailing rate.

4.13 **Optics Internet** may suspend and/or terminate the whole or any part of the **Service(s)** should you fail to make payment in accordance with these **Service Terms**. If we suspend **the Service(s)** for non-payment and subsequently resume the **Service(s)** we reserve the right to charge **you** a **Reconnection Fee** at the prevailing rate set out in the **Price List**.

4.14 If **you** dispute any of the **Charges** on **your** bill, you must notify **Optics Internet** within 14 days of the date of your bill giving full reasons (preferably in writing) for the dispute. You must pay any undisputed **Charges**.

5. Quality of Service - What Quality of Service Can I Expect?

5.1 **We** aim to provide a continuous high quality service but do not warrant (or promise) the **Service(s)** will be free of defects, uninterrupted or secure.

5.2 **We** will endeavour to correct reported defects as soon as **we** reasonably can. In performing **our** obligations under the **Contract** **we** will exercise the care and skill to be reasonably expected of a competent Internet Service Provider.

5.3 The quality of the **Service** may be dependent on geographic, atmospheric or other conditions or circumstances beyond our reasonable control.

5.4 **Optics Internet's** provision of the **Service(s)** is dependent wholly or in part upon the operation of the **Telecom Provider's** telecommunications network.

5.5 **Optics Internet** will not be liable for any failure or delay in the **Service** due to problems with the **Telecom Provider's** telecommunications network, except to the extent that those problems are caused by **our** negligence.

5.6 From time to time **we** may suspend the whole or any part of the **Service** for routine maintenance work. **We** will give **you** as much notice of any suspensions as is reasonably possible by posting details on the service status page at <http://www.opticsinternet.com> or by e-mail, but **we** will not be liable for any loss suffered by **you** or others as a result of such suspension.

6. Your Responsibilities and Obligations – Dealing With Optics Internet and Others and Your Use of the Service(s)

6.1 **You** agree to only use the **Service(s)** for private residential use, not for commercial or business purposes, and will not re-sell the **Service(s)** to third parties;

6.2 You will not, nor will you allow anyone else, to use the **Service(s)** (with a telephone or through a computer or by other means):

(a) to transmit or receive any material (including making telephone calls) that may be considered illegal, defamatory, offensive, racist, obscene, indecent, menacing (including when talking to our Customer Service agents) or allowing someone else to do these things;

(b) to do anything, or allow anything to be done, which could damage our network or any third party network used to provide the **Service(s)**;

(c) to do anything in contravention of any and all applicable laws, statutes, rules of regulations in force in the jurisdiction in which **you** use the **Service(s)** and where the **Service Address** are located.

(d) to do anything, or allow anything to be done, which constitutes a violation or infringement of the rights of any person (including rights to copyright or confidentiality) or a violation or infringement of any duty or obligation to any third party;

(e) to do anything which causes inconvenience, annoyance or distress to any third party;

(f) for any marketing purposes or their procurement; or

(g) for fraudulent or criminal activities.

6.3 Where **you** do not take **Line Rental** from **Optics Internet**, you are responsible for:

(a) providing, paying for and complying with the conditions applicable to an appropriate telephone line and/or telecommunications connection provided by BT (or another provider); and

(b) not blocking any means **we** have of identifying you which that line/connection provides

(c) paying any call out or other charges **you** incur with BT (or another provider);

6.4 **You** authorise **Optics Internet** to act on **your** behalf in all dealings with BT (or another provider) in connection with the provision, maintenance and disconnection of the **Service(s)** and **you** consent to BT (Openreach) or any other network operator receiving and using **your Data** for the

administration of the **Service(s)** and **your Optics Internet** account, and providing us or any of **our** agents with **your Data** and other relevant information to enable the **Service(s)** to be provided to **you**.

6.5 **You** authorise **Optics Internet** and **our** selected supplier(s), agent(s) and/or telecommunications carrier(s) to route **Calls** as may be reasonably determined to provide **you** with the **Service(s)** and to administer **Optics Internet**.

6.6 **You** agree to provide **Optics Internet** (or any person **we** authorise to collect it on **our** behalf) with any information **Optics Internet** or our selected supplier(s), agent(s) and/or telecommunications carrier(s) reasonably require to provide and/or administer the **Service(s)**. **Optics Internet** and its selected supplier(s), agent(s) and/or telecommunications carrier(s) will hold and process information obtained about **you** as a result of providing **you** with **Optics Internet**.

6.7 **You** are responsible for providing and maintaining in working good order telephone apparatus to enable **you** to use **the Service(s)**;

6.8 **You** will co-operate with and will keep any appointments agreed with **Optics Internet** or its agents, for the provision and/or maintenance or repair of **Optics Internet** and you acknowledge and agree that failure to do so may result in **you** being liable to pay an **Abortive Visit Charge**; and

6.9 **You** have responsibility for checking that any monitored alarm system you have is compatible with **Service(s)**. **Optics Internet** will not be responsible for any failure to deliver an alarm signal due to incompatibility or suspension or termination of **your** account.

6.10 **You** agree not to tamper with your telephone line or otherwise do anything which may cause damage to it.

6.11 In using the **Service**, **you** must comply with:

(a) **our Acceptable Use Policy** both in letter and spirit and **you** must also take reasonable steps to ensure that other persons using the **Service** **we** provide to you also comply with this policy; and

(b) **our Fair Usage Policy**; we reserve the right to manage or regulate your usage in accordance with the **Fair Usage Policy** as amended from time to time.

6.12 **We** may require **you** to reimburse **us** for any reasonable and foreseeable losses, costs and expenses which **we** incur as a direct result of the misuse use of the **Service(s)** (including but not limited to your failure to adhere to condition 6) either by yourself or by someone you have knowingly allowed to use the **Service(s)** **we** provide to **you**.

7. Moving Home/Change of Details

7.1 If **your Service Address** or telephone number details change, **you** must contact Customer Services. If **your** details change you may need to have your existing account cancelled and start a new account covering your new details.

7.2 If **you** change your **Service Address**, this **Contract** will continue unless **you** exercise a right to end it under this **Contract** or **we** are unable to transfer your **Service(s)** to **your** new address. **You** will need to ensure that **you** have a working BT compatible line at your new address or your new **Service Address** is within the **Service Availability Area**. **We** may charge **you** any costs **we** reasonably incur as a result of a transfer including but not limited to a **Home Move Fee**. **We** will tell **you** the amount of any additional charges before charging **you**.

8. Telephone Numbers

8.1 **You** accept that **you** do not own any telephone number we make available to **you**. You agree not to sell or transfer any number provided to **you** or to advertise it in or on a BT phone box.

8.2 **You** may request **us** to transfer an existing telephone number for use in connection with the **Service(s)**. If you do, we will use **our** reasonable endeavours to enable this to happen. However, for reasons outside of **Optics Internet's** control this may not be possible and we may need to change your telephone number. **We** will try to do so only when it is reasonably necessary or when we are requested to do so by a competent authority. **We** will tell you before **we** change your number.

8.3 **Changing your** telephone number in accordance with condition 8 will not entitle **you** to terminate this **Contract**.

9. Technical Support

Optics Internet offers telephone technical support ("**Technical Support**") in respect of the **Service(s)**. If you require Technical Support please refer to www.opticsinternet.com

10. Our Responsibility to You

10.1 If **you** suffer a continuous total loss of the **Service** at any time after **we** have provided it, **we** promise to put things right by midnight on the third weekday (not public and bank holidays) after **you** have reported the fault to us unless a specific appointment date is agreed. **We** will treat a fault reported after 6pm on a weekday, or anytime at weekends or on a public or bank holiday, as if **you** reported the fault at 9am on the next weekday after the day you reported the fault to **us**.

10.2 By continuous total loss of the **Service** we mean the inability to make and receive **Calls** using the **Service(s)** due to a fault in any part of **Optics Internet's** network, which excludes any third party network or any network within **your Service Address** leading from the main socket in **your Service Address**.

10.3 Should **we** fail to rectify reported faults that are within our control within the aforementioned time frame **we** will provide **you** with a credit for each whole day that **we** are late in restoring the **Service**. This credit will be equal to the daily charge of **your** rental for each day that applies. The daily charge will be calculated by multiplying your monthly subscription for the Service by 12 and dividing that figure by 365.

10.4 **You** must contact us in writing to claim a credit. If **your** credit request is been approved it will be applied against future or current outstanding **Charges** due for the **Service(s)**.

10.5 **Our** only responsibility is to pay **you** the credits described above, unless we are negligent.

11. What Happens at the End of the Contract?

11.1 **You** may end the **Contract** for the **Service(s)** by serving notice in accordance with the termination provisions contained in **our Residential Terms and Conditions**. Condition 12.9 of our **Residential Terms and Conditions** sets out the circumstances in which you will be liable to pay an early termination charge if you terminate before the end of the **Contract Minimum Period**. The amount of any early termination charge will not be more than the **Charges you** would have paid for the **Services** during the remainder of the **Contract Minimum Period** (assuming **you** would have used the **Services** to the minimum extent contractually possible during this period) less any costs that **we** are able to save as a result of the early termination, including any cost savings made as a result of **us** not having to provide the **Services**. Full details of how the early termination charge is calculated can be found in the Price List (see www.opticsinternet.com)

11.2 If **you** terminate **your** telephone account with BT (or any other provider) or change the service on the telephone line on which **you** currently use **Optics Internet** so that **Optics Internet** is unable to operate normally, we will terminate our **Contract** with **you**. **You** will be liable to pay the **Charges** that have been incurred up to the date of termination and these **Charges** will become immediately due and payable in full by **you**.

11.3 If **you** are using any services, applications or features, which are free of charge, these will end on the day **your Contract** with **Optics Internet** ends.

11.4 If **you** terminate a contract for Line Rental **we** will cancel all other services that are provided using the line, including but not limited to **your Call Plan** and any broadband services. This may result in early termination

charges and/or deferred charges becoming due and payable in relation to those **Services** as well.

12. Defined Terms

"Abortive Visit Charge" means the sum of specified in the **Price List**;

"Acceptable Use Policy (AUP)" means the acceptable use policy at <http://www.opticsinternet.com/info>;

"Calls" means the ability to make and receive telephone calls whether, at Optics Internet's option, over a fixed land or using Voice over Internet Protocol;

"Call Plan" means the tariff or grouping of call costs and associated charges, together with any applicable discounts and call allowances, selected by **you** and generally described in **your Order Confirmation**, the full details of which are set out in the **Price List**;

"Call Charges" means the charges for making **Calls** charged at rates set out in your **Call Plan**;

"Charges" means the charges payable by **you** for the use of the **Service(s)**, full details of which are set out in the **Price List** and **My Account**;

"Connection Charge" means the charge for connecting the **Service(s)** as detailed in the **Price List**;

"Contract" means the legal agreement between **you** and **Optics Internet** made up of these **Service Terms**, the **Residential Terms and Conditions**, the **Multi-Play Package Agreement** (where you receive the **Service** as part of a package of services, the **Price List**, the **Privacy Policy**, the **Fair Use Policy** and the **Acceptable Use Policy**;

"Contract Minimum Period" means the minimum subscription period of 24 months commencing on the **Start Date** as referred to in condition 3 or as otherwise agreed in writing between **you** and **Optics Internet**;

"Data" has the same meaning as in our **Privacy Policy**;

"Fair Usage Policy" means the policy posted on the **Website** from time to time aimed at maintaining the performance and availability of the **Service** for all customers;

"Home Move Fee" means the fee for moving the **Service** to another **Service Address**. The amount of the charge is set out in the **Price List**;

"Order Confirmation" means the written confirmation of your order for the **Service** issued to you by **Optics Internet** in a durable format;

"Price List" means the list of applicable charges and fees



from time to time in force as posted on the **Website**;

“**Privacy Policy**” means the privacy policy published on the **Website** at www.opticsinternet.com/info from time to time;

“**Service**” means the **Optics Internet** Talk service and or the **Line Rental** service more particularly described in the **Order**

Confirmation and in **My Account**;

“**Service Address**” means the residential address at which **Optics Internet** agrees to provide the **Service** to **you**;