

## VENTURE FIXED - TERMS & CONDITIONS

'VENTURE'	Means Venture Telecom Ltd; Venture Telecom [Billing] Ltd or Venture Converged Solutions Ltd
'SUBSCRIBER'	Means the Subscriber / Customer
'NETWORK'	Means any telecommunication network available from 'Venture'
'SERVICES'	Means the telecommunication services provided by means of the Network. For the avoidance of doubt Fixed Services includes but not limited to Broadband, Carrier Pre-Selection (CPS), Non-Geographic Numbers and Wholesale Line Rental [WLR] service provision
'SERVICE PROVIDER'	Means Venture Telecom Ltd, Venture Telecom [Billing] Ltd or Venture Converged Solutions Ltd
'CALL CHARGE'	Means a predetermined charge unit of time charged at the rate/s set out in the tariff sheet published / provided by Venture [prior and subsequent to service commencement] available upon request from Venture and which are subject to change / fluctuation.
'CONNECTION CHARGE'	Means the relevant one-off sum to be charged for connection to the Service.
'CONNECTION'	Means the connection of the Service to the Network.
'CONNECTION DATE'	Means the date of connection i.e. the date service is enabled / commences.
'INVOICE DATE'	Means the same date as appears on the invoice raised by Venture.
'MONTHLY CHARGE'	Means the relevant sum for access to the Network and provision of Services as set out in the Framework &/or Service Agreement or any additional Services requested
'CREDIT LIMIT'	Means a monthly financial limit applied for charges incurred under this Agreement.
'DISCONNECTION NOTICE'	Means a notice to disconnect one or more Services from the Network
'FRAMEWORK / SERVICE AGREEMENT'	Framework Agreement [Business Subscribers] and Service Agreement [Consumer Subscribers] is the Entire Agreement between the two parties in relation to the commercials including but not limited to price and obligations in conjunction with these Terms & Conditions.
'MINIMUM TERM'	Means the number of months stated in the Framework Agreement or Service Agreement during which you agree to take the Service from Venture commencing on the date of Activation; Upgrade of Equipment; Incentive Given; Reconnection of Service if Suspended for Non-Payment &/or Tariff, Service or Company Name Change [Whichever is the later]. In the absence of a Framework or Service Agreement being signed or a Minimum Term not being detailed a Minimum Term of 36 Months applies
'MINIMUM PERIOD'	Means in the number of months stated in the Framework or Service Agreement in respect of each individual connection [i.e. BT Line] connected to the Venture Service commencing on the date of Activation; Upgrade of Equipment; Incentive Given; Reconnection of Service if Suspended for Non-Payment &/or Tariff, Service or Company Name Change [Whichever is the later]. In the absence of a Framework or Service Agreement being signed or a Minimum Period not being detailed a Minimum Period of 36 Months applies
'TERMINATION FEE'	Means the fee as detailed in Clause 5
'TERMINATION NOTICE'	Means the Notice to Terminate this Agreement served 90 Days prior to the expiration of the Minimum Term or pursuant with clause 5
'VALUE ADDED SERVICES'	Means the value added services such as installations, insurance, field services, repair etc. as may be made available from time to time by Venture to the Subscriber on a non-discriminating basis and details of which appear on the Price List.

### 1. Service

Venture will provide the Service as detailed in the Framework or Service Agreement to the Subscriber on an exclusive basis. For the avoidance of any doubt, by entering into this Agreement the Subscriber appoints Venture as the exclusive supplier of the Service and the Subscriber shall not appoint a third party to provide services similar or identical to the Service/s provided by Venture, without the prior written consent of Venture; such consent will not be withheld where Venture is unable to provide the Service/s offered by the third party.

### 2. Duration

2.1 The Agreement shall come into force on and with effect from the date on the Framework or Service Agreement.  
2.2 The Minimum Term of the Agreement, as stated in the Framework or Service Agreement, takes effect from the date Service commences on each line or number. By signing this Agreement you are agreeing to opt into the automatic contract renewal; by opting in the Agreement will automatically renew for a further Minimum Term unless written notice is given by the Subscriber 90 days prior to termination of the Minimum Term.  
2.3 Where the Minimum Term stated in the Framework or Service Agreement is 18 months or less, upon completion of the original Minimum Term and unless notice is served, the Agreement will automatically renew for a further 24 months.

### 3. Payment

3.1 Pricing of the Service shall be as stated in the Framework or Service Agreement. All prices are exclusive of Value Added Tax and all prices are subject to change upon Venture giving no less than thirty days written notice to the Subscriber.  
3.2 The Subscriber shall be invoiced monthly by Venture for all charges under this Agreement plus Value Added Tax.  
3.3 All sums invoiced by Venture, under this agreement, shall be paid in full by the Subscriber without any off-set whatsoever.  
3.4 Direct Debit payment for airtime and subscription charges [line rental etc.] is compulsory.  
3.5 Direct Debit payments will be collected within 14 days of the invoice date.  
3.6 Charges for non-Direct Debit is £2.50 + VAT per telephone number [CLI & / or DDI Number] per month until a Direct Debit form is fully completed and received by Venture or the duration of the Agreement extended by 12 months.  
3.7 Where Venture accepts payment by an alternative means to Direct Debit and waives the applicable charges outlined in [3.6], payments must be made within 14 days of receipt of invoice. Venture reserves the right to revoke this waiver at any time and without notice; in the event Venture revokes this waiver the Subscriber must complete and return a signed/valid Direct Debit Mandate within 3 working days and agrees to pay charges for non-direct debit as outlined in [3.6] where payment is not made by the payment due date/within 14 days of receipt of invoice. For the avoidance of any doubt late payment will attract late payment charges of £2.50 + VAT per telephone number [CLI & / or DDI Number] per month until all outstanding monies are paid in full or the duration of the Agreement extended by 12 months. In the event late payment charges are not applied at the time late payment arises Venture reserves the right to apply unbilled late payment charges at any time during/after the term of the Agreement.  
3.8 The time of payment of all sums due to Venture under this agreement shall be the essence of this agreement. If payment in full is not received by Venture upon the payment date due/within 14 days of receipt of invoice, if paying by alternative means to Direct Debit, Venture shall be entitled to levy late payment charges equivalent to those outlined in [3.6]. For the avoidance of any doubt late payment will attract late payment charges of £2.50 + VAT per telephone number [CLI & / or DDI Number] per month until all outstanding monies are paid in full or the duration of the Agreement extended by 12 months. In the event late payment charges are not applied at the time late payment arises Venture reserves the right to apply unbilled late payment charges at any time during the term of the Agreement  
3.9 Venture may suspend Service due to non-payment of invoices by the payment due date/ within 14 days of receipt of invoice; this will result in the suspension of the Service without prior notice. In the event Service is suspended due to late / non-payment, reconnection charges may be applied at Venture's sole discretion.

3.10 Where late payment charges are applied and subsequently credited back to the Subscriber, Venture reserves the right to re-apply the late payment charges at any time during/after the Minimum Term.  
3.11 All charges payable under this agreement shall be calculated by reference to date recorded or logged by Venture and not by reference to the date recorded or logged by the Subscriber.  
3.12 Venture shall be entitled to levy a monthly rental fee for any equipment supplied.  
3.13 Venture shall be entitled to levy a fee for installation of equipment, installation of Services, connection of Service or cancellation of an engineer visit (for booked appointments that are cancelled either due to the engineer not being able to gain access to the site or the appropriate notice not being given).  
3.14 All billing queries must be raised within 30 days of receipt of invoice. It is at Venture's sole discretion as to whether or not a rebate is granted after the 30 day period has lapsed  
3.15 Venture reserves the right to review any Credit Limit applied to this Agreement  
3.16 Venture may require from the Subscriber a deposit as security for payment of charges under this Agreement. The Subscriber may request the return of any deposit paid at the expiry of the Minimum Term / Period but the decision to return any deposit prior to termination of the Agreement will be at the sole discretion of Venture. Venture reserves the right to set off any deposit against charges incurred under this Agreement.  
3.17 If the parties agree that payments by the Subscriber to Venture are to be made by credit card and if payment of charges is not made on the due date/within 14 days of receipt of invoice, Venture is authorised to debit the Subscriber's nominated Credit Card with all charges due and payable to Venture.  
3.18 A 5% surcharge, based on invoice value, is charged for any credit card payments  
3.19 Should a Direct Debit Payment fail and it is deemed to be the Subscriber's responsibility, a charge of £5.00 + 5% of the invoice value will be charged on the day following the date upon which the Direct Debit was called for from the Subscribers bank account. If the Subscriber fails to pay all monies invoiced by Venture within 3 working days late payment charges detailed in [3.6] apply. For the avoidance of any doubt late payment will attract late payment charges of £2.50 + VAT per telephone number [CLI & / or DDI Number] per month until all outstanding monies are paid in full or the duration of the Agreement extended by 12 months. In the event late payment charges are not applied at the time late payment arises Venture reserves the right to apply unbilled late payment charges at any time during the term of the Agreement  
3.20 A charge of £2.50 per invoice &/or itemised report is chargeable if the Subscriber requests a copy invoice when the original has already been sent  
3.21 Notwithstanding any other right or remedy Venture has under this Agreement, Venture may at any time and at its sole discretion:

1. Reduce the credit limit to zero and
2. Require payment in advance of supplying the Services or immediately upon demand; and/or
3. Suspend, disconnect or terminate the provision of all or any of the Services

3.22 Venture reserves the right to withhold or withdraw discount on any invoices that remain unpaid for a period of 60 days.

3.23 Conditions of Tariff

[i] The Subscriber fulfils the full term of the Contract/Agreement

[ii] The Subscriber adheres strictly to the payment terms throughout the duration of the Contract/Agreement

[iii] Where a Tariff Change / Incentive is implemented/provided to the Subscriber prior to the expiry of the Minimum Term the CLI/Line is re-contracted for the Minimum Term and balance of previous Minimum Term Remaining.

### 4. Use of the Service

The Subscriber undertakes to use the Service in accordance with such conditions as may be notified in writing to the Subscriber by Venture from time to time.

### 5. Termination of the Service

5.1 If the Subscriber wishes to cancel the Agreement, giving 90 days written notice prior to the termination of the Minimum Term, Venture will agree to accept such cancellation on the basis that the Subscriber shall pay all/any outstanding bills for telephone calls and /or line rental charges. If notification is not received from the Subscriber and the Subscriber continues to use the Service then the terms of this Agreement will continue to apply.

5.2 The Subscriber agrees/authorises Venture to prohibit the transfer of all or part of the Service/s away from Venture whilst the Subscriber is in contract &/or monies are outstanding &/or no written notice has been provided or the Subscriber is in breach of any agreement with Venture.

5.3 The Subscriber accepts and agrees that Venture's rights as set out in the Framework/Service Agreement [including particularly this Condition 5] are reasonable terms for the purposes of OFCOM's General Terms and Conditions in respect to number portability or otherwise.

5.4 The Subscriber may not disconnect or request the transfer of Service/s away from Venture within its Minimum Term without the prior written consent of Venture.

5.5 The Subscriber assigns the ownership of the Subscriber Telephone Numbers and BT Lines to Venture for the duration of the Minimum Period

5.6 In the event the Subscriber gives notice to take effect prior to the expiry of the Minimum Term [and on the basis Venture consents to the same] the Subscriber will pay to Venture the following Termination Fee's prior to the Service being terminated or transferred to another Service Provider:

5.7 Venture's standard line rental for the remainder of the Minimum Term

5.8 Projected value of remaining term call revenue. This will be calculated by taking a monthly average of the last 3 months actual call spend.

5.9 Any equipment supplied free of charge or as part of the discount package will be the property of Venture and will be returned by the Subscriber & / or invoiced to the Subscriber at Venture's price list at the time of supply or early termination [whichever is the highest].

5.10 Venture may at its sole discretion claw back or demand repayment of any Incentive given including but not limited to Call / Line Rental Discount provided as part of a discount package in the event that Venture consents to the transfer of any Services OR if the Subscriber is in breach of the Framework/Service Agreement or any other agreement with Venture or Venture permits termination before the end of the Minimum Term.

5.11 In the event of the Network providing call data after the disconnection from Venture the subscriber will be liable for all outstanding charges at any time after the disconnection date.

5.12 In the absence of a Framework or Service Agreement being signed or an Aggregate Minimum Spend not being detailed on the Framework or Service Agreement the Aggregate Minimum Spend will be calculated as follows: Total Monthly Spend [taken as an average of the last 3 months actual call spend] x [Minimum Term + Notice Period]

5.13 The Subscriber accepts that Venture may collect any Early Termination Fees by Direct Debit

### 6. Provision of Information

The Subscriber undertakes to promptly provide Venture free of charge, with all information and co-operation that Venture may reasonably require to enable it to proceed without interruption with the performance of its obligation under this agreement.

### 7. Liability

7.1 Nothing in this Agreement shall exclude or restrict Venture's liability for death or personal injury resulting from the negligence of Venture or its employees while acting in the course of their employment.

7.2 Subject to Condition 7.3 Venture shall be liable for damage to the property of the Subscriber caused by any negligent act or omission of Venture or its employees provided that such liability Venture in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of Venture's obligations under this agreement shall be limited to an amount equivalent to one month's Monthly Charge or £10,000 whichever is the lower.

7.3 Venture shall not be liable to the Subscriber in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss however arising.

7.4 In the event of any failure in the service Venture shall not be liable to the Subscriber for any charges incurred by the Subscriber should the Subscriber divert its call traffic to another carrier.

7.5 The provisions of this condition 7 shall continue to apply notwithstanding the termination of this Agreement.

7.6 Venture shall not be liable in any circumstances for making good Subscriber premises in the event of the removal of the equipment.

### 8. Availability

Venture will use all reasonable endeavours to ensure that the Services are available for the use by the Subscriber in accordance with the service standards for the time being set out in Ventures service literature. Venture may from time to time introduce compensation schemes should Venture fail to achieve the standards of service set out in its service literature.

### 9. Termination of the Agreement

9.1 Without prejudice to their rights under the Agreement Venture and the Subscriber shall have the right to terminate this Agreement forthwith in the event that:

9.1.1 The other party is in default in its performance or observation of any of its obligations under this Agreement, and, in the case of a remedial breach, fails to remedy the breach within a reasonable time specified by the non-defaulting party in its written notice to do so: or

9.1.2 An interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or

undertakings or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or made up a winding order.

9.2 Without prejudice to its other rights, Venture shall have the right forthwith to terminate this Agreement by notice in writing to the Subscriber in the event that:

9.2.1 The Subscriber fails to make any payment when it becomes due to Venture; or

9.2.2 Venture's partner's license expires or it is revoked; or

9.2.3 A license under which the Subscriber has the right to run its telecommunications systems and connect it to the Venture system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid license.

9.2.4 If the Subscriber provides false or misleading information

9.3 In the event of termination by Venture under conditions 9.1.1, 9.1.2, 9.2.1 or 9.2.3 Venture shall be entitled to recover from the Subscriber all costs, losses and expenses incurred by Venture including but not limited to the cost of removing the Services from the Subscriber's premises. Alternatively at Venture's sole discretion Venture may transfer the ownership of all Subscriber services directly to Venture for use with new and/or existing Subscribers.

#### **10. Suspension of Service**

Venture may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Subscriber on notifying the Subscriber either orally, (confirming the same in writing) or in writing in the event that:

10.1 The Subscriber is in breach of any term of this Agreement; or

10.2 The Subscriber prevents or delays prearranged maintenance from being carried out; or

10.3 The Subscriber is suspected in Venture's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service.

#### **11. Assigned Authority**

Venture may at its sole discretion elect to assign the Subscriber's call routing and line provision requirements to an alternative carrier and/or Service provider. In this event the Subscriber agrees to adopt the new service provider's T's & C's.

#### **12. Variations**

12.1 Venture may vary all or any of its charges by publishing of such variation in its tariff sheets; such variations to have immediate effect under this Agreement unless otherwise stipulated therein. Venture may vary the conditions of this agreement to take account of new legislation, statutory instrument, Government Regulations or Licenses or similar matters provided that the Subscriber is notified of any such variations in writing.

12.2 It is the policy of Venture to continually review the charges it makes, its service charter and terms upon which it contracts with Subscribers in order to maintain a competitive advantage over the other providers of similar service and Venture accordingly reserves the right to vary its process and tariffs as set out in its price list, its service charter and these terms from time to time in accordance with the policy.

#### **13. General**

13.1 Services not listed on the Framework or Service Agreement –  
The Subscriber agrees to pay for all Services provided by Venture including Services not listed on the Framework or Service Agreement. Services include but are not restricted to Broadband Overage Charges; Non Geographic Numbers, WLR Provision and Calls made to destinations not listed on the Framework or Service Agreement. The Subscriber may request pricing for these Services prior or subsequent to incurring the applicable charges.

13.2 This Agreement may not be assigned in whole, or in part, by the Subscriber without the prior written consent of Venture, such consent not unreasonably withheld.

13.3 Neither party shall be liable to the other for any loss or carriage which may be suffered by the other party due to any cause beyond the first party's reasonable control.

13.4 This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior undertakings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by Venture.

13.5 The failure or delay by either party to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy, nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof, or of any right or remedy on any later occasion.

13.6 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left or sent by post or facsimile transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.

13.7 Venture's address for Service of any notice hereunder shall be such address as appears on the last invoice rendered to the Subscriber or such other address as may be prescribed by Venture for that purpose.

13.8 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.

13.9 In the event that the Subscriber/Customer is in breach of any of its obligations under any Framework or Services Agreement with Venture, Venture reserves the right to suspend, restrict or terminate all or part of the Services provided thereunder upon giving written notice to the Subscriber/Customer

13.10 Provision of Service constitutes acceptance of the terms of this Agreement

13.11 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable, the validity of the enforceability of the remaining provisions shall not in any way be affected by or impaired. In such circumstances the parties shall negotiate in good faith in order to agree the terms of mutual satisfactory provision, achieving as nearly as possible the same commercial affect, to be substituted for the provision, which is found to be invalid, illegal or unenforceable.