



## ***Terms and Conditions for Telephone Service***

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There are explanations of some of the words used in these conditions in paragraph 19.

### *The Service we promise to provide*

#### **1. What the Service is**

The Service we (Manx Telecom) will supply to you (our customer) is the ability to make and receive a Call. The Service includes Directory Enquiry Services and any phones or other equipment that we may supply to you under a separate agreement. In providing the Service, we promise to use the reasonable skill and care of a competent telecommunications service provider.

#### **2. Things we may have to do**

2.1 We may have to do some things that could affect the Service and you accept that we shall be entitled to do so without liability. These things are listed in paragraph 2.2. If we have to interrupt the Service we will restore it as quickly as we can.

2.2 Occasionally we may have to:

- a change the code or phone number or the technical specification of the Service for operational reasons;

- b interrupt the Service for operational reasons or because of an emergency;
- c give you instructions that we believe are necessary for health or safety, or for the quality of the Service that we supply to you or to our other customers.

### 3. **Phone Number**

The phone number for the Service and all rights in that number belong to us. You cannot sell it or agree to transfer it to anyone else and must not try to do so.

### 4. **The Phone Book and Directory Enquiries**

- 4.1 We will put your surname, initials, address and the phone number for the Service in The Phone Book for the Isle of Man and make your phone number available from our Directory Enquiries Service, as soon as we can. However, we will not do so if you ask us not to.
- 4.2 If you want your entry excluded from The Phone Book or a special entry in The Phone Book you must let us know. Where we agree to such an arrangement you may be required to pay an extra charge - and sign a separate agreement for that entry.

### 5. **When we will provide the Service**

We will endeavour to provide you with the Service by the date we agree with you, however circumstances may preclude this. Compensation may not be claimed for the delay in the provision of service.

### 6. **Repairing Faults**

- 6.1 We cannot guarantee that the Service will never be faulty. However we will carry out repairs within the framework of our standard fault repair service.
- 6.2 We will work on any fault that is reported to us according to the repair service we have agreed to provide to you. These repair services are explained in our Code of Practice published in the Manx Telecom Phone Book.
- 6.3 When we agree to work on a fault outside the hours covered by the repair service that we provide to you, you must pay us the extra charge set out in our Price List.
- 6.4 If you tell us there is a fault in the Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for any work we have done to try to find the fault or to repair it. Our charges for this are set out in our Price List.

*What you agree to do*

### 7. **Paying our charges for the Service**

#### 7.1 **Charges**

- a You must pay the charges for the Service as set out in our Price List. This applies whether you use the service or someone else does. We can change the charges as explained at paragraph 13.2.
- b If someone makes a Call without your knowledge, from our side of the main telephone socket, you will not have to pay for the Call, unless we prove that you could have taken reasonable steps to prevent the Call being made.
- c Any Chargeable Event the details of which are not to hand when the Bill is prepared shall be included in a Bill no later than the next Bill, (when Bills are rendered quarterly or less frequently); or, where Bills are rendered monthly, the fourth monthly Bill after the Chargeable Events occurred, unless a previous agreement has been reached with the Customer, or with the express consent of the Communications Commission in writing.

## 7.2 Rental

You must pay us line rental from the day we supply the Service. We will usually ask you to pay the line rental in advance. The rental will depend on how we classify your line. The classifications are explained in our Price List which details the various rental options available from time to time. If we supply you with temporary Service, you may have to pay the line rental in advance for the whole period that you want the Service.

## 7.3 Calculating the Call Charges

We will calculate the charges for Calls using the details recorded at our telephone exchange, these include charges for those Star Service facilities and calls which attract additional billing.

## 7.4 Bills

We will send you your first bill shortly after we start providing the Service. We will send you further bills about every 3 months, but we may send you a bill at any time. We will send bills to the address you ask us to in the first instance being that stated on your Application for Service.

## 7.5 Payments in Advance

We may ask you for a payment before one is normally due or as security for payment of your bills when you take out service.

## 7.6 When you must pay

You must pay all charges and rental within 14 days of receipt of the bill, and payments in advance when we ask for them.

## 8. Your other responsibilities

### 8.1 Connection and using your equipment with our network

- a You may only connect phones, extension wiring, sockets or other equipment to our network using a main telephone socket that we have fitted and maintain, unless we agree otherwise. We may end any such agreement after giving you reasonable notice.
- b Equipment must only be used with our network in a way that meets the relevant standards and your licence. If your equipment does not meet those standards or your licence, you must immediately disconnect it, or allow us to do so at your expense. If you

ask us to test your equipment to make sure it meets those standards of your licence, you must pay us the charge set in our Price List.

## 8.2 **Supplying a place and electricity for our equipment**

We will have to place equipment on your premises to provide you with the Service. For residential customers this will normally be just a main telephone socket. You agree to provide a suitable place and conditions for our equipment. If we have to supply equipment that needs a continuous mains electricity supply and connection points, you agree to provide them where we need them at your own expense and to maintain the same.

## 8.3 **Preparing your premises**

You must prepare your premises before we arrive according to any instructions that we give you. When our work is completed, you will also be responsible for putting items back and for doing any necessary re-decorating.

## 8.4 **Entry to your premises**

- a If our engineers have to enter your premises you agree to let them do so as long as they show their Manx Telecom Identity Card. We will meet your reasonable requirements about the safety of people on your premises and you agree to do the same for us.
- b If we need someone else's permission to cross or put our equipment on their premises, you must obtain that permission for us and make any necessary arrangements.

## 8.5 **Damage**

You agree that you will not and you will prevent any other person from tampering with any of our equipment that is on your premises. If anyone does and there is any damage to or loss of our equipment, you agree to pay the charge in our Price List for any necessary repair or replacement.

## 8.6 **Misuse of the service**

You agree that you will not and you will ensure that no other person uses the Service:

- a to make offensive, indecent, menacing, nuisance or hoax Calls;
- b fraudulently or in connection with a criminal offence;

The action we can take if this happens is explained at paragraph 11.1 and 11.2

## 8.7 **Indemnity**

You agree to indemnify us forthwith on demand against all claims, losses, expenses, liabilities, costs and damages that we incur or that anyone other than you threatens or makes against us because of the way the Service is used or because the Service is faulty or cannot be used.

### *If things go wrong*

## 9. **If we break this agreement**

- 9.1 We do not accept liability for being late in providing the Service or repairing a failure of the Service, or for failing to keep an appointment, where matters are beyond our reasonable control. However our liability is limited as set out in these Conditions.

- 9.2 We accept liability if any person is injured or dies as a result of our negligence. We do not limit such liability and paragraphs 9.3 and 9.4 do not apply to that liability.
- 9.3 Unless stated in our Code of Practice, we have no liability under this agreement or for our negligence or otherwise:
- a for a failure in provision of the Service or the Service itself; or
  - b for an indirect or consequential loss, loss of business revenue, profit, or savings you expected to make, wasted expense, financial loss or data being lost or harmed.
- 9.4 Any liability we have of any sort (including any liability because of our negligence), is limited to £1 million for any one event or any series of related events, and in any 12 month period to £2 million in total.
- 9.5 Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

## 10. **Force Majeure**

If we cannot do what we have promised in this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving our employees), we will not be liable for this.

## 11. **If you breach this agreement**

- 11.1 In addition to anything else we can do, we can suspend the Service or end the agreement (or both) at any time without telling you if:
- a you breach any provision in this agreement or any other agreement you have with us for telephone (including mobile), telex or private service;
  - b we believe that the Service is being used in a way forbidden by paragraph 8.6. This applies even if you do not know that the Calls are being made or the Service is being used in such a way;
  - c bankruptcy or insolvency proceedings are brought against you, or you are declared bankrupt or commit an act of bankruptcy or if you do not make any payment under a judgement of a Court on time, or, you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation or a petition is presented or a resolution is passed for your winding up or for the appointment of a receiver or administrator or anything analogous to any of the same occurs in any jurisdiction.
- 11.2 If we suspend the Service, we will not provide it again until you do what you have agreed, or satisfy us that you will do so in future or that the Service will not be used in a way that is forbidden by paragraph 8.6.
- 11.3 Manx Telecom reserves the right to suspend or terminate the service forthwith in the event that the Customer fails to make payment of any monies on any account by the due date.

- 11.4 If we suspend the Service because you breach this agreement, the agreement will still continue. You must pay us rental until we end the agreement by giving notice under paragraph 11.1 or you or we end the agreement by giving notice under paragraph 16.1.

## 12. **Arbitration**

If we cannot resolve any dispute with you, you can refer the dispute to the Chartered Institute of Arbitrators under our simple procedure. This does not apply to dispute that involves more than £5,000 or a complicated issue of law. Details of how to refer a dispute to arbitration are set out in our Code of Practice for Consumers.

### *Changing and ending the agreement*

## 13. **Changing the agreement**

### 13.1 **In general**

If you ask us to make any change to the Service we may ask you to confirm your request in writing. If we agree to a change, this agreement will be changed when we confirm the change to you in writing.

### 13.2 **Conditions**

We can change the conditions of this agreement including our charges at any time. We will publish any change in our Main Office at least 2 weeks before it takes place and we will inform you with your next bill if there has been a change to our liability.

## 14. **Transferring the agreement**

You cannot transfer or assign or try to transfer or assign this agreement or any of your rights or obligations under it to anyone else. We can assign or sub-contract all and any of our rights and obligations without prior approval from you.

## 15. **Cancelling the Service before it is provided**

You may cancel the Service or any part at any time before it commences. You must pay us for any work we have done and money we have spent in getting ready to provide the Service.

## 16. **Variation of Terms and Conditions, Entire Agreement, Assignment**

- 16.1 MT can from time to time change the Terms and Conditions of this Contract other than the charges payable under it by a document referring expressly to this paragraph and signed by a duly authorised employee of MT. MT will publish details of any changes (including the operative date) in its main office as soon as possible and in any event not less than 2 weeks before any change is to take effect, except that if the change is made to a provision of this Contract limiting or excluding MT's liability for breaches of duty to the Customer (in contract or tort) MT will give the Customer not less than 2 weeks notice of the change. Subject thereto this contract, these Terms and Conditions and any document referred to herein constitute the entire agreement between us and shall not be varied save by agreement in writing.

16.2 You are not allowed to transfer or assign all or any of your rights and obligations under this Agreement to anyone else without our written permission. We may assign or sub-contract our rights and/or duties in whole or in part without your consent.

**17. Ending the agreement after the Service is provided**

17.1 This agreement, or the supply of the Service, can be ended subject as stated below by:

a 1 month's notice from us to you; or

b 7 days' notice from you to us

17.2 If we give you notice, you must pay rental up to the end of that notice. If you give us notice, you must pay rental until 7 days from the date we receive your notice, or until the end of the notice if that is later.

17.3 If you give us notice that ends during the Minimum Period of Service, you must pay us an amount equal to the rental for the rest of the Minimum Period. We will work this out using the rental that is current when this agreement ends on a Temporary Line rental basis as described in our Price List.

17.4 If you have paid any rental for a period after the end of the agreement, we will either repay it or put it towards any money you owe us.

17.5 You must pay all charges for the Service until the date on which we stop providing the Service to you.

17.6 We can end this agreement at any time without telling you, if paragraph 11.1 applies.

*The other things we need to tell you*

**18. How to give notice**

Any notice given under this agreement must be delivered by hand or sent by fax or prepaid post as follows:

a to us at the address shown on the Application form or on your last bill, or at any other address we give you;

b to you at the address you have asked us to send bills to.

**19. Other documents**

19.1 These conditions, the documents referred to in them and the Application for Telephone or Mobile Service form comprise the whole agreement between you and us for the Service.

19.2 Our Price List contains explanations, definitions, notes and conditions that form part of this agreement. You can see a copy of our Price List or obtain copies of the relevant pages at our Main Office.

**20. Explanation of certain words**

**"Call,"** means a signal, message or communication that is silent, spoken or visual on each line that we agree to provide to you under this agreement.

**"your equipment"** means equipment that is not part of our network and which you use or intend to use with the Service.

**"failure of the Service"** means the continuous total loss of the ability to make or receive Calls or the continuous total loss of a related service.

**"your licence"** means the Licence (granted by the Manx Government under Section 7 of the Telecommunications Act 1984), that authorises you to run your telecommunications network.

**"your line"** means the connection to our network in respect of your equipment.

**"main telephone socket"** means the point where the equipment is connected to our network which is called the Network Termination Point in your licence.

**"Minimum Period of Service"** means the period of 12 months commencing on the date when the Service commences hereunder (or the period set out in our Price List.)

**"our network"** means Manx Telecom's public switched telecommunications network.

**"your premises"** means the place where the Service is or will be provided.

**"relevant standards"** means the standards designated under Section 22 of the Telecommunications Act 1984.

**"the Service"** means the Service summarised in paragraph 1 and includes any related services listed in our Price List that we agree to provide to you under this agreement.

**"we" and "us"** means Manx Telecom Limited.

**"working day"** means Monday to Friday not including Public Holidays or Bank Holidays.

**"you"** means the customer we make this agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.

**"Main Office"** means Manx Telecom Limited's main office at Manx Telecom HQ, Cooil Road, Braddan.

**"Price List"** means Manx Telecom's price list in force from time to time, copies of which are available at our Main Office.

## 21. **Governing Law**

This agreement shall be governed by and construed in accordance with Isle of Man law and you hereby irrevocably submit to the jurisdiction of the Isle of Man High Court.