



## ***Terms and Conditions for the Attachment of Customer's Equipment to MT Limited Telecommunication Systems***

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### **1. Interpretation**

1.1 These Terms and Conditions govern the attachment of telecommunication apparatus or systems (other than public telecommunication systems designated under Section 7 of the Telecommunications Act 1984) to MT's telecommunication systems.

1.2 In these Terms and Conditions:

- a "MT" means Manx Telecom Limited;
- b any word or phrase used has the same meaning as in MT's Terms and Conditions for the provision of telecommunication service by means of the MT system to which the Customer's Equipment is, or is to be, connected;
- c references to approvals and standards are to approvals under, and standards designated under, Sections 16, 19 and 21 of the Telecommunications Act 1984 and include references to approvals or standards having effect as if given or designated under that Act;
- d references to connection to Customer's Equipment include, in appropriate circumstances, attaching that Equipment to, or placing it in such a way that it is capable of transmitting or receiving any message or communication to or from, the MT telecommunications system with which it is, or is to be, used; and
- e references to Customer's Equipment include Customer's Equipment which is, or is part of, a system connected, or to be connected to a MT telecommunication system.

2. **Charges**

Charges payable under these Terms and Conditions shall be payable by the Customer in the same manner as charges for the telecommunication service provided by means of the MT system to which the Customer's Equipment is, or is to be, connected.

3. **Approval**

Any Customer's Equipment connected, or to be connected, to a MT telecommunication system must be approved for connection to the system in question, and the Customer shall observe at all times the Terms and Conditions of the applicable approval.

4. **Compliance**

Except to the extent that MT may have agreed otherwise in writing, the Customer shall comply with the Class Licence for the Running of Branch Telecommunication Systems granted by the Isle of Man Government's Communications Commission under Section 5 of the Telecommunications Act 1984 or with any other licence granted under that Act and applicable to the customer.

5. **Disconnection**

5.1 The Customer shall immediately disconnect (or where applicable, immediately apply to MT for the disconnection of) the Customer's Equipment if:

- a it does not or ceases to conform to the applicable standard or standards (if any) for the time being in force; or
- b MT notifies the Customer that in the opinion of MT the Equipment is liable, (whether or not it continues to conform to the applicable standard or standards):-
  - (i) to cause the death of, or personal injury to, any person engaged in running any MT telecommunication system or damage to the property of MT; or
  - (ii) materially to impair the quality of Service provided by any MT telecommunication system (and the Telecommunication Commission has not expressed a contrary opinion).

5.2 MT may, on becoming aware of the circumstances in sub-paragraph 5.1 above, disconnect the Customer's Equipment and charge the Customer for doing so.

5.3 The Customer shall not reconnect, or apply for the reconnection of, the Customer's Equipment until the reasons for its disconnection have been lawfully remedied at the Customer's expense.

6. **Connecting Points**

No Connecting Point or ancillary wiring fitted by MT for the purpose of connecting Customer's Equipment to a MT telecommunication system shall be used for the connection of Customer's Equipment of a type or in a manner other than that specified in the approval of the Customer's Equipment.

7. **Electricity**

Electricity supplied to Customer's Equipment shall be supplied in accordance with the applicable Electricity Supply regulations.

**8. Applications**

Applications to MT for the connection, disconnection, maintenance or testing of any Customer's Equipment or the inspection of any Customer's Equipment to ensure that it (or the system in which it is or is to be comprised) is authorised to be connected to a MT telecommunication system shall be made in writing or orally at MT's discretion.

**9. Variation of Terms and Conditions, Entire Agreement, Assignment**

9.1 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.

9.2 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.

**10. Inspection and testing**

Where MT inspects or tests Customer's Equipment to ensure compliance with these Terms and Conditions, whether at the Customer's request or otherwise, the Customer shall pay MT's charge accordingly.

**11. Permission to enter property**

The Customer shall, subject to the production upon request of official evidence of identity and authority, permit persons engaged in MT's business to enter the Customer's premises at all reasonable times to ensure compliance with these Terms and Conditions or, when so required by MT, obtain the necessary permission from any other person.

**12. Performance**

For the avoidance of doubt, MT accepts no responsibility for the performance of Customer's Equipment maintained by any person other than MT, nor for the effects of errors or failures which may occur during the establishment of a call or during the transmission or reception of signals conveyed by the Equipment caused by any failure of or defect in any such Equipment.

**13. Law**

The Contract shall in all respects be governed by Isle of Man law and the parties hereby submit to the jurisdiction of the Isle of Man High Court.