1. INTERPRETATION & ADDITIONAL DEFINITIONS

1.1 Unless the context otherwise requires, terms and phrases defined in the Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Services Description.

1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of the Terms and Conditions and the Services Order Form:

"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;

"Calling Plan" means a group of call tariffs associated with a Fixed Line Service rental that may enable you to make discounted Calls;

"Fixed Line Services" means a service delivered over PSTN or ISDN;

"ISDN" means the Integrated Services Digital Network that encompasses a telephone line and associated telephone exchange equipment to make and receive Calls over a number of channels;

"PSTN" means the Public Switched Telephone Network that encompasses a telephone line and associated telephone exchange equipment to make and receive Calls;

"Telephone Line" means a connection between your premises and our exchange using copper or fibre technology depending on your location and the chosen Fixed Line Service;

2. PROVISION OF FIXED LINE SERVICES

2.1 The type of Fixed Line Service and terms of delivery will be specified on the relevant Service Order Form. Some Fixed Line Services or Calling Plans may have certain restrictions, for example, broadband service or other facilities may not be available. Additionally some Fixed Line Services have restrictions on where they may be installed.

2.2 The Fixed Line Service we agree to provide you includes:

2.2.1 Installation or takeover and rental of a Telephone Line;
2.2.2 The facility to make or receive calls including the ability to send or receive information, for example from computers using your Telephone Line;
2.2.3 Any one of a range of Calling Plans;
2.2.4 Any other facilities that we agree to give you; and
2.2.5 One telephone number for each Fixed Line Service and any additional numbers you may rent from us.

2.3 We are responsible for providing and maintaining the Telephone Line up to the Network Terminating Unit (NTE). This is normally placed up to three metres inside your premises. Additional cabling can be arranged with us at an additional charge.

2.4 We will include your surname, initials, address and your telephone number in any directory information that we provide, which currently includes the printed Isle of Man telephone book and our directory enquiries service, unless you tell us otherwise.

2.5 If you want your entry excluded from our directory information or require a special entry 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 special entry.

2.6 The Fixed Line Service telephone number and all rights in that number do not belong to you. You cannot sell it or agree to transfer it to anyone else and must not try to do so.

2.7 We will agree a date with you for installation or takeover of your Telephone Line. If you cancel any appointment for the installation of your service after 12:00pm on the day before we agree to install your Telephone Line, you may be liable for a missed appointment charge.

2.8 The minimum period for Fixed Line Service is 12 months.

2.9 If you ask us to change your Fixed Line Service Calling Plan or you take any other facility with your existing telephone line, we can usually do this straight away. If not, we will tell you when the change will take place.

3. SERVICE CARE LEVELS

3.1 For information on our service levels for Fixed Line Services please refer to our description of Service Care Levels that can be found on our web site www.manxtelecom.com/terms

4 OUR CHARGES

4.1 Connection charges are dependent on your choice of Fixed Line Service and whether a Telephone Line has existed previously. We will advise you of the connection charge at the time you place your order, however if a higher charge applies following checks against the details of your premises we will advise you before starting work.

4.2 Along with any rental charges, we will calculate the charges for Calls using the details recorded at our telephone exchange, these include charges for those facilities and calls which attract additional billing.

4.3 .Any chargeable events the details of which are not to hand when the bill is prepared shall be included in a bill no later than the fourth monthly bill after the chargeable events occurred, unless a previous agreement has been reached with you, or with the express consent of the Communications Commission in writing.

4.4 If we deem you are using any Calling Plan in a different way to how it should be used (for example, you use an inclusive Calling Plan for telemarketing), we may suspend or end the service immediately. Otherwise we may on 30 days notice transfer you to a more appropriate Calling Plan.

4.5 If a Fixed Line Service we provide allows you to make calls over your Manx Telecom Telephone Line with another call provider, you may not have the option to make certain calls with Manx Telecom and have them charged to your Manx Telecom bill. Depending on how the provider's service works, or the way in which we provide Fixed Line Service to you, dialling the prefix 1345 before the full telephone number may not result in that call being chargeable by Manx Telecom. 1345 calls may instead be chargeable by your call provider, at their current rates. If any 1345 call does result in the call being chargeable by Manx Telecom you agree to pay any charges that we may raise for such calls.