

For Business and Residential Customers

Definitions

“Agreement” means this agreement entered into between Reefstream Ltd Reg number 04393723 and the Customer in respect of the Service, commencing on the Commencement Date

“Annual Minimum Call Spend” means the annual sum of money the Customer agrees with Reefstream will be the Customers minimum spend on Call Charges during each year beginning on the Switchover Date or any anniversary thereafter during the term of the Agreement

“Authorisation” means the authorisation granted to pursuant to the Communications Act 2003 that authorises to Network Operator to run a public communications network

“Business Customer” any customer Reefstream makes this Agreement with in respect of with where the Service is be provided to a place of business for business purposes. It includes a person who Reefstream reasonably believes is acting with the Customer’s authority or knowledge

“Call” means a signal, message or communication that is silent, spoken or visual on each line that Reefstream agrees to provide to the Customer under this Agreement

“Call Level” means the sum of money the Customer agrees with Reefstream which the Customer expects to spend on Call Charges during the period covered by the Customer’s invoices and which Reefstream agrees is acceptable further to undertaking any credit check it wishes to undertake

“Call Charges” means the sum of money (plus VAT) which is payable to Reefstream by the Customer per Call

“Charges” means all sums (plus VAT) payable by the Customer to Reefstream in respect of the Service Including but not limited to the connection charge (in respect of the Customer being connected to the Network).

“Commencement Date” means the date of the telephone call concluded between Reefstream and the Customer Where the Customer requested the Service

“Customer” means the customer Reefstream makes this Agreement with. It includes a person who Reefstream reasonably believes is acting with the Customer’s authority or knowledge

“Early Termination Charges” means the charges (plus VAT) for early termination calculated pursuant to clause 14.6

“Equipment” means equipment that is not part of the Network and which the Customer uses or intends to use with the Service

“Fault” means the continuous total loss of the ability to make or to receive Calls or the continuous total loss of a related service

“Invoice” means the monthly itemised list of Call Charges and Services incurred and due for payment by the Customer, supplied to the Customer in monthly arrears, delivered electronically via electronic-mail (e-mail) or by post at an additional cost should the Customer fail to provide a valid email address

“Line” means a connection to the Network

“Line Rental” means the monthly and quarterly fixed charge (plus VAT) to be paid by the Customer for the Service.

“Main Telephone Socket” means the point where the Equipment is connected to the Network which is called the Network Termination Point in the Authorisation

“Minimum Term” means the period of 36 months, as notified on the order form to the Customer by Reefstream on entering into this Agreement unless a new term is agreed and placed on the order form for acceptance by Reefstream.

“Network” means the fixed line telecommunications network operated by the Network Operator

“Network Operator” means the network operator who operates a network to which the Line is connected in accordance with an agreement between the Network Operator and Reefstream

“Notification Letter” means the statutory transfer letter sent by Reefstream to the Customer regarding the Customer’s transfer to Reefstream, such letter to include details of the Switchover Date

“Reefstream” and Reefstream Telecom mean Reefstream Ltd (Company number 04393723) whose office is Reefstream Durham Tees Valley Centre, Orde Wingate Way Stockton TS19 0GA.

“Parties” means Reefstream and the Customer and references to “Party” shall be construed accordingly

“Phone Box” means any kiosk, booth, acoustic hood, shelter or similar structure in which a phone is installed for the provision of telephone services to the public

“Premises” means the place where the Service is or will be provided, usually the Customer’s place of business unless agreed otherwise

“Relevant Standards” means the standards designated under Section 22 of the Telecommunications Act 1984 as amended by the Communications Act 2003

“Residential Customer” means any Customer Reefstream makes this Agreement with where the Service is to be provided to a place of residence for non-business purposes. It includes a person who Reefstream reasonably believes is acting with the Customer’s authority or knowledge

“Service” means all or part of the Service explained in clause 1 and any related services that Reefstream agrees to provide to the Customer under this Agreement and

“Services” shall be construed accordingly

“Service Guarantee” means the guarantee set out in clause 20

“Service Provider” means any Public Electronic Communications Network Provider as defined in the Communications Act 2003

“Special Entry” means any additional entry to the Phone Book requested by the Customer to Reefstream supplemental to the regular information provided relating to the Customer in any phone book issued by BT

“Subsequent Term” means a further period equivalent to the Minimum Term.

“Switchover Date” means the date of transfer of the Service

“Website” means the website www.reefstream.com

1. What the Service is

1.1 The Service Reefstream supplies to the Customer is the ability to make and/or receive a Call.

1.2 The Service does not include any phones or other equipment that Reefstream may supply to the Customer under a separate agreement. In providing the Service, Reefstream will endeavor to use the reasonable skill and care of a competent telecommunications service provider.

2. Things Reefstream may have to do

From time to time Reefstream may have to:

- (a) change the code or telephone number or the technical specification of the Service due to mandatory changes imposed on Reefstream; or
- (b) interrupt the Service for operational or emergency reasons; although Reefstream will restore the interrupted Service as quickly as possible; or
- (c) give the Customer instructions that Reefstream believe are necessary for health or safety reasons, or to maintain the quality of the Service that Reefstream supplies to the Customer or to other customers.

3. Phone number

3.1 The Customer may not sell or agree to transfer the number provided to it for use with the Service.

3.2 The Customer must ensure that the phone number for the Service is not advertised in or on a Phone Box without Reefstream's prior written consent. If this happens, Reefstream will be able to suspend the Service pursuant to clause 15.

4. The Phone Book and Directory Enquiries

4.1 Reefstream will put the Customer's name, address and the phone number for the Service in the phone book for the Customer's area and make the phone number available from a directory enquiries service unless the Customer requests Reefstream not to do so within 14 days of entering into this Agreement.

4.2 If the Customer requests a Special Entry in any phone book issued by the Network Operator it must let Reefstream know. Where Reefstream agrees to a Special Entry the Customer may be required to pay an additional charge and sign a separate agreement for that entry.

5. Call Monitoring

Reefstream may occasionally monitor and record calls made to or by Reefstream by or to the Customer, for training purposes, to improve the quality of its customer services and to assist with complaint handling.

6. Use of the Customer's information

6.1 Reefstream complies with its obligations under the Data Protection Act 1998 ("the Act"). Reefstream will only use any Personal Data (as defined within the Act) obtained from the Customer as a result of providing the Service for the purposes of administering the Customer's account and notifying the Customer of changes to the Service, enabling Reefstream or its third party suppliers to supply the Service to the Customer and for invoicing purposes.

6.2 Reefstream will not pass Personal Data obtained from the Customer to any third parties for marketing purposes but may send the Customer information about Reefstream own products and services which it considers may be of interest to the Customer, unless the Customer requests Reefstream not to do so.

6.3 If the Customer or a user does not want its details, or, in the case of the Customer those details of its users to be used in this way then the Customer should contact the Customer Services at Reefstream Durham Tees Valley Centre, Orde Wingate Way Stockton TS190GA

6.4 The Customer agrees that Reefstream may search the files of credit reference agencies, which will keep a record of that search. Reefstream may also carry out identity and anti-fraud checks with fraud prevention agencies. If the Customer give us false or inaccurate information and we suspect fraud, Reefstream will record this. Details of how the Customer conducts their

account may also be disclosed to those agencies. The information may be used by Reefstream and other parties in assessing applications for and making decisions about credit, credit related services and insurance (including motor, household credit, life and other insurances and claims) from the Customer and members of the Customer's household and for debt tracing, debt recovery, credit management and crime, fraud and money laundering detection and prevention. Information may be used by Reefstream and other parties for checking the Customer's identity, statistical analysis about credit, insurance, fraud and to manage the Customer's account and insurance policies. Reefstream may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies whilst the Customer retains a financial obligation to Reefstream .

6.5 Information held about the Customer by credit reference agencies may be linked to records relating to the Customer's financial associate(s). For the purposes of this application you declare that the Customer and the Customer's financial associate(s) are financially independent and the Customer requests that their application be assessed without reference to any "associated" records, although the Customer recognises that this may adversely affect the outcome of their application. The Customer believes that there is no information relating to their financial associates that is likely to affect Reefstream's willingness to offer the Services to them. The Customer authorise Reefstream to check the validity of this declaration with credit reference agencies and if Reefstream discover any associated records, which would affect the accuracy of this declaration Reefstream may suspend the Service or terminate this Agreement with immediate effect. For the purpose of this clause a "financial associate" is someone with whom the Customer has a financial link, for example, a spouse, partner or family member.

6.6 The Customer authorises Reefstream to use and disclose, in the UK and abroad, information about them and their use of the Mobile Services and how they conduct their account for the purposes of operating their account and providing the Customer with the Mobile Services or as required for reasons or national security or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency or credit reference agency and fraud prevention agency or governmental agency and other users of these agencies who may use this information for the same purpose as Reefstream . The Customer agrees to this information being used by Reefstream for credit control purpose and fraud and crime detection and prevention. The Customer can obtain further details from our public registration held by the Information Commissioner. If the Customer wishes to have details of the credit reference or the fraud prevention agencies from and obtains and with whom Reefstream records information about the Customer or receive a copy (Reefstream may charge a fee) of the information Reefstream holds about the Customer, please contact us by writing to the Data Controller at Reefstream at the address detailed in clause 20, stating your full name, address, account number and phone number.

6.7 The Customer also agree to the information described in paragraph 6.6 being used, analysed and assessed by Reefstream and the other parties identified in paragraph 6.6 and selected third parties for marketing purposes including amongst other things to identify and offer the Customer by phone, post, the Network, phone, email, text (SMS), media messaging or other means, any further products, services and offers which we think might interest you. If the Customer does not wish their details to be used for marketing purposes, please write to the Data Controller at Reefstream at the address detailed in clause 6.3, stating the Customer's full name, address, account number and phone number.

7. When Reefstream will provide the Service

7.1 Reefstream will use all reasonable endeavours to provide the Service by the date agreed with the Customer such date being the date informed to the Customer in the Notification Letter.

7.2 Reefstream will use the reasonable skill and care of a competent telecommunication service provider to provide the Service however, Reefstream cannot guarantee that the Service will always be Fault free as other third party companies may provide the Network.

8. Duration of this Agreement

8.1 This Agreement will come into force on the date on which the Customer orders the Service by means of a written signature or electronic signature. The Service is supplied by Reefstream subject to a Minimum Term unless this Agreement is otherwise terminated prior to expiry of the Minimum Term in accordance with its terms. The Minimum Term will commence on the Switchover Date.

8.2 Upon expiry of the Minimum Term, or any anniversary thereafter, this Agreement will renew automatically for further periods of 12 months ("Subsequent Terms") unless terminated by either Party in accordance with the terms of this Agreement.

9. Repairing faults

9.1 If there is a Fault, the Customer must report this directly to Reefstream.

9.2 If the Customer reports a Fault in respect of the Line, Reefstream will report the Fault to the Network Operator as soon as reasonably practicable so that the Network Operator can arrange for an engineer to attend to the Fault as soon as possible.

9.3 Reefstream will not be responsible for any Faults in respect of any Customer who does not pay Line Rental pursuant to this Agreement.

10. Paying Reefstream's charges for the Service

10.1 The Customer agrees to pay all of the Charges due in respect of the Service.

10.2 The Customer is responsible for all Call Charges incurred as a result of use of the Service by the Customer or any third party using the Service at the Premises.

10.3 Reefstream will calculate the Call Charges using the details recorded at the telephone exchange. Call Charges will normally be invoiced monthly in arrears. Where possible, Call Charges will appear on the Customer's next invoice, but sometimes there may be a delay.

10.4 Invoices shall be supplied to the Customer monthly in arrears via email (Reefstream Ebilling) to the Customers registered email address, or alternatively, should the Customer fail to provide a valid e-mail address, Invoices shall be provided post at an additional cost.

10.5 If the Customer does not pay an invoice within 14 calendar days of the date of that invoice, Reefstream will send the Customer a reminder. If Reefstream does not receive payment of that invoice within 7 calendar days of the date of that reminder, Reefstream may charge the Customer daily interest on the overdue amount(s) at a rate equal to 4% above the base lending rate of HSBC Bank plc for the period beginning on the date on which payment is due and ending on the date on which payment is made.

10.6 Reefstream reserves the right to issue the Customer with an interim invoice if the Customer has exceeded its Call Level. Reefstream may also ask the Customer to pay a deposit at any time, as security for payment of future invoices.

10.7 Line Rental is payable from the Switchover Date. Line Rental will be payable quarterly in advance, unless expressly agreed in writing by a Director of the Company. The Line Rental charges vary depending on what line classification the Customer has. If Reefstream agrees to provide the Customer with a temporary Service, Reefstream may require the Customer to pay Line Rental in advance for the whole period that the Customer requires the Service.

10.8 Reefstream will issue the first invoice to the address provided by the Customer shortly after it provides the Service.

10.9 The Customer is committed to using Reefstream for both Line Rental and Calls. Should the Customer use an alternative carrier for Calls once this Agreement has commenced, or prevent Reefstream from carrying Calls in any monthly period so that the Call Charges are materially reduced when compared to the Customer's current average invoicing profile, Reefstream shall be entitled to charge the Customer £30 plus VAT on the Customer's next monthly invoice.

10.10 Charges are payable by Direct Debit, unless agreed otherwise with Reefstream. If a Customer cancels an active Direct Debit without Reefstream's consent an ongoing monthly administration charge will be added each monthly invoice until the Direct Debit is re-instated (currently £10).

10.11 The Customer must pay all Charges in accordance with their direct debit authority, or if, for some reason, their direct debit payment fails, in accordance with the time for payment detailed in the invoice. The Customer must pay all deposits when Reefstream asks for them.

10.12 If the Customer's payment is rejected, or becomes, or is, invalid or unavailable, thereby preventing us from recovering the sums due under your account within 4 days following the due date for payment, Reefstream reserves the right immediately to withdraw access to the Services. The Customer will also be charged an administration fee.

10.13 In these circumstances, the Customer will be sent a letter giving them 10 days in which to arrange for their account to be discharged in full.

10.14 If, in response to Reefstream's letter, the Customer provides Reefstream with valid payment details so as to enable Reefstream to collect the sums due on their account, Reefstream will re-apply for payment. If the Customer's proposed payment method is still rejected, invalid or unavailable, or if the Customer's account remains outstanding for any other reason, 18 days after the original due date for payment, then (i) the Customer will be charged a further administration fee together with a fee for the submission of a further warning letter, and (ii) a letter will be sent to you requesting the discharge of the Customer's account in full, and/or for appropriate arrangement to be made with Reefstream for the Customer's account to be discharged, which must be effected within 7 days from the date of the letter, failing which we reserve the right to refer your outstanding account to Reefstream's credit control department.

10.15 If the Customer's account remains unpaid for a period of 25 days after the original due date for payment a security deposit of three times the average monthly invoice or payment in full for the first year will be required before we reinstate the Services.

10.16 If the Customer's account remains unpaid for a period of 32 days after the original due date for payment, the Services will then be terminated and the Customer's account will be referred to Reefstream's credit control department for it to take the appropriate action to collect the outstanding sums.

10.17 If Reefstream are required to instruct their solicitors or other professional advisers to collect any outstanding sums on the Customer's account, the Customer will be responsible for, and Reefstream will look to the Customer to discharge, those costs that are incurred by Reefstream in taking such action.

10.18 The Customer must ensure that the account holder's name is the same as the name on the payment details that are provided.

10.19 Reefstream may amend the Charges at any time. Reefstream will publish details on their Website at least 14 days before the change is to take effect. In respect of a Residential Customer, Reefstream will notify the Customer in writing at least 14 days before any increase in the Charges takes place. If the Customer does not accept the proposed increase in the Charges, the Customer must notify Reefstream within 14 days of publications on the Website or receipt of the notice of the proposed increase, otherwise the Customer will be deemed to have accepted the proposed increase.

10.20 If the Customer has agreed to an Annual Minimum Call Spend (as notified to the Customer by Reefstream on entering into this Agreement), and at the end of any given year (beginning on the Switchover Date or any anniversary thereof), the Customer has not incurred the Annual Minimum Call Spend, or if the Customer terminates this Agreement other than in respect of termination by the Customer pursuant to clause

14.2, prior to the end of any given year (beginning on the Switchover Date or any anniversary thereof), the Customer will be liable to pay 20% of the difference between the Charges incurred during that year and the Annual Minimum Call Spend.

10.21 Reefstream reserves the right to apply a monthly minimum threshold of £7.50 excluding VAT in respect of outbound calls for each invoiced account to keep the account operating at a viable level.

In the event that the actual outbound calls billed amount does not reach the threshold level the Customer agrees to pay the difference between the actual calls billed amount and the threshold.

10.22 If due to an error on Reefstream's part a customer is found to have been invoiced excess charges for any service, Reefstream will refund by credit any valid claim for such excess charge subject to a maximum in any case of the equivalent of three months excess.

11. The Customer's obligations

11.1 The Customer may only connect phones, extension wiring, sockets or other equipment to the Network using a Main Telephone Socket that Reefstream or the Network Operator have fitted unless the Parties agree otherwise.

11.2 The Equipment must only be used with the Network in a way that meets the Relevant Standards, is technically compatible with the Service and complies with the terms under which Reefstream or the Network Operator was granted Authorisation. If the Equipment does not meet the Relevant Standards, the Customer must immediately disconnect it, or allow Reefstream to do so at the Customer's expense. If the Customer asks Reefstream to test the Equipment to make sure that it meets the Relevant Standards, the Customer must pay Reefstream the applicable charges.

11.3 Reefstream may have to place equipment on the Premises to provide the Service. Reefstream requires a suitable place and safe conditions for this equipment. If Reefstream has to supply equipment that needs a continuous mains electricity supply and connection points, the Customer is responsible for providing this at its own expense.

11.4 The Customer must prepare the Premises for any installation of the Service to be carried out by Reefstream prior to Reefstream's arrival according to any reasonable instructions that Reefstream may give to the Customer. When the work is completed, Reefstream will not be responsible for putting back items that have had to be moved by Reefstream to allow it to carry out any necessary work nor for any re-decorating to the Premises required.

11.5 The Customer is responsible for obtaining all relevant permissions for Reefstream to carry out any work necessary to provide the Service at the Premises.

11.6 If Reefstream's or the Network Operator's engineers have to enter the Premises they will show their identity cards. Reefstream will comply with reasonable health and safety requirements notified to Reefstream at the Premises and the Customer shall comply with Reefstream's reasonable instructions to ensure a safe place for its engineers to carry out the work.

11.7 Nobody must tamper with Reefstream's equipment that is on the Premises. Other than fairwear and tear, if there is any damage to or loss of Reefstream's equipment (unless caused by Reefstream), the Customer must pay the charge in the Price List for any necessary repair or replacement.

11.8 The Customer must ensure the Service is not used:

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

In the event that the Customer uses the Service in breach of this clause 11.8, Reefstream reserves the right to suspend the Service pursuant to clause 15. The Customer will fully reimburse Reefstream in respect of any sums Reefstream is obliged to pay to any third party, and any other costs incurred by Reefstream (including without limitation properly incurred legal fees), as a result of the Customer's misuse of the Services in breach of this clause 11.8.

11.9 The Customer must inform Reefstream if they are moving the Premises so that Reefstream can arrange the transfer of the Customer's line. If Reefstream are requested to move the line Reefstream will also, unless otherwise requested, endeavour to retain the Customer's existing telephone number. If Reefstream can transfer the Customer's existing number to the new Premises the existing Agreement will continue under the same terms and conditions. If Reefstream cannot transfer the Customer's existing number to the new Premises, installation of a new line will be required at the new Premises, or if the

Customer requires any additional new lines, this will attract new line connection charges and a new Agreement for a minimum term of 36 months.

11.10 If the new installation or moving premises involves the visit of an engineer to facilitate the new installation you are responsible for the actual costs of any charges for appointments missed because you did not keep the appointment (currently £85.00)

11.11 If you move premises and leave the installation for the new owner/tenant you undertake to inform them that the service will be ceased by Reefstream if they are not contacted by the new owner/tenant within 72 hours for the purpose of entering into a new agreement.

11.12 If the Customer currently receives services from an alternative supplier the Customer is responsible for any contractual agreement the Customer has with them and any liabilities the Customer may incur for terminating the Customer's current agreement.

12. Liability

12.1 Reefstream's liability under this Agreement for a failure in provision of the Service or the Service itself is detailed in this clause 12.

12.2 Reefstream does not exclude or limit its liability for death or personal injury resulting from its negligence, or for fraud.

12.3 Subject to clause 12.2, Reefstream shall not be liable to the Customer for any indirect, special or consequential loss arising under this Agreement, including but not limited to loss of profit, business or revenue, loss of anticipated savings, wasted management time or any other loss, damage cost or expense arising out of any breach of this Agreement by Reefstream which was not reasonably foreseeable.

12.4 Reefstream cannot guarantee that the Service will operate Fault free as other third party companies may provide the Network. This is beyond Reefstream's reasonable control and Reefstream are not therefore liable for Faults due to these matters. However, Reefstream accepts liability, as follows, subject to the limitations in clauses 12.3, 12.5 and 12.6:-

(a) in respect of its failure to report a Fault which has been notified to Reefstream by the Customer, to the Network Operator as soon as reasonably practicable; or

(b) for any actual loss or damage suffered by the Customer which was reasonably foreseeable or unforeseeable. For the avoidance of doubt Reefstream shall not be liable for any delay in the repair of the Fault except to the extent that Reefstream delays or fails to report the fault (as notified to Reefstream by the Customer under clause 9) to the Network Operator as soon as reasonably practicable.

12.5 Subject to clauses 12.2 and 12.3 above, Reefstream's total liability to the Customer (in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) in respect of any loss or damage howsoever arising is limited to a total of £1,000 for each line affected and subject to an overall total of £3,000 per event or series of events.

12.6 Unless clause 12.2 applies, Reefstream's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to £100,000 in any 12 month period.

12.7 Except as set out expressly in this Agreement, all conditions, warranties, undertakings and obligations implied by statute, common law, custom, trade, usage or otherwise are excluded to the extent permissible in law.

12.8 Nothing in this clause 12 will exclude liability, which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

12.9 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

12.10 Reefstream does not accept liability for the acts or omissions of other providers of

telecommunication services (including for the avoidance of doubt the Network Operator) unless such other providers have been specifically engaged by Reefstream as subcontractors or assignees in respect of performing Reefstream's obligations under this Agreement.

12.11 Reefstream will accept no liability for any charge incurred as a direct result of the customers failure to bring any new line into service within 30 days of the line being activated.

13 . Force Majeure

Reefstream will not be liable for failure to comply with its obligations as set out in this Agreement due to matters beyond its reasonable control including but not limited to lightning, flood, or exceptionally severe weather, fire or explosion, terrorism, civil disorder, riot, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind or in respect of any acts or omissions of Ofcom or any other Public Electronic Communications Network Providers as defined in the Communications Act 2003.

14. Termination of this Agreement

14.1 Reefstream or the Customer may terminate this Agreement at any time upon giving the other one-month's prior written notice of its intention to terminate this Agreement.

14.2 The Customer may terminate this Agreement by written notice to Reefstream, if Reefstream is in material breach of its terms and fails to remedy such breach within 45 working days of receiving notice from the Customer requiring such breach to be remedied; or if the Customer does not accept any proposed increase in the Charges notified to it by Reefstream pursuant to clause 10.10, provided that the Customer notifies Reefstream of its intention to terminate this Agreement within 14 days of receiving notification of the proposed increase pursuant to clause 10.10.

14.3 If a Residential Customer is a new customer or an existing customer who has entered into this Agreement over the telephone, the Residential Customer may cancel this Agreement up to 10 working days after the date the Notification Letter was sent to the Residential Customer. The Residential Customer will be refunded the price of all Charges (excluding Call Charges) incurred from the date the Notification Letter. The Customer must pay for all Call Charges including any international Call Charges which may take longer to be billed. This does not affect your statutory rights.

14.4 This Agreement may be cancelled by a Business Customer at any time prior to the Switchover Date on giving written notice to Reefstream or contacting Reefstream's customer services. Reefstream will inform the Customer of the Switchover Date by issuing a Notification Letter to the Customer.

14.5 In the event that the Customer terminates this Agreement prior to expiry of the Minimum Term or Subsequent Term, other than in respect of termination by the Customer pursuant to clauses 14.2, 14.3 and 14.4, the Customer shall pay the Early Termination Charges, calculated in accordance with clause 14.6.

14.6 The Early Termination Charges shall be, for each line that a Customer cancels:-

- (a) the sum of the Line Rental charges payable by the Customer from the date of actual termination until the date of expiry of the Minimum Term; and
- (b) any actual Call Charges accrued up to and including the date of termination; and
- (c) an administration charge of £50.00 (fifty pounds) plus VAT.

14.8 In the event that Reefstream terminates this Agreement after the expiry of the Minimum Term

or Subsequent Term, other than in respect of termination by Reefstream pursuant to clauses 15(d), or 15(e), the Customer shall pay the Charges up to the end of the notice period.

14.9 In the event that the Customer terminates this Agreement after the expiry of the Minimum Term or Subsequent Term, other than in respect of termination by the Customer pursuant to clause 14.2, the Customer shall pay the Charges up to the end of the notice period in accordance with clause 14.1 or until 30 days from the date the notice is received by Reefstream whichever is the later.

14.10 If this Agreement ends, Reefstream will refund any money owed to the Customer, after first deducting any money the Customer owes to Reefstream under this Agreement or any other agreement Reefstream has with the Customer.

14.11 In the event that the Customer terminates any service prior to expiry of the Minimum Term, other than in respect of termination by the Customer pursuant to clauses 14.2, 14.3 and 14.4, Reefstream shall be entitled to charge the Customer such an amount as would be reasonable in covering Reefstream's losses as a result of such a termination. This would include inter alia instances where Reefstream has provided free line installations to the Customer that have been subsequently cancelled prior to the expiry of their minimum term.

15. Suspension or termination of the Service for breach

15.1 Reefstream reserves the right to suspend the Service or terminate this Agreement immediately at any time without giving the Customer prior notice, and without prejudice to Reefstream's other rights and remedies, if:

(a) the Customer breaches this Agreement or any other agreement it has with Reefstream for telephone, including payphone, telex or private service and fails to remedy the breach within 14 days of Reefstream notifying the Customer of such breach and requesting that such breach is remedied;

(b) Reefstream believes that the Service is being used in breach of clauses 3.2 or 11.8, whether the Customer is aware of such misuse or not;

(c) the Customer, being an individual, partnership or firm has entered into any composition or arrangement with its creditors, has a petition presented by it or by any other person for its bankruptcy or has a bankruptcy order made against it; or, being a company, is subject to any winding up or administration proceedings, or in any event ceases, or threatens to cease to trade;

(d) Reefstream's Authorisation (or the authorisation of any relevant third party telecommunications supplier or regulator) expires or is revoked or modified in any respect which materially or adversely affects Reefstream's ability to provide the Services to you; or

(e) if Reefstream have to do so to comply with any instruction or request of any authorised government body or authority or any emergency service; or

(g) any direct debit details submitted by the Customer for payment are found not to be or cease to be valid; or

(f) Reefstream are directed by any competent authority to cease the provision of the Services or any part of it; or

(h) Reefstream's contract with any third party who assists Reefstream in providing the Service to the Customer is terminated.

15.2 If the agreed Call Level is reached before the next monthly invoice is sent, Reefstream will inform the Customer of the amount the Customer has spent and agree any necessary action. If the Customer has a limited payment history for the Service (being less than 3 invoices received and paid in full) Reefstream reserves the right to restrict the Customer's ability to make outgoing Calls pending payment of charges accrued on Reefstream's invoicing system.

15.3 If the Customer does not pay an invoice in accordance with clause 10.4, Reefstream reserves the right to suspend the Service initially with outgoing call bars, followed by incoming call bars if required (but not in relation to emergency number access) and will lift the suspension following full payment being made by the Customer to Reefstream.

15.4 If Reefstream suspends the Service pursuant to this clause 15 (other than pursuant to clauses 15.1(d) and (e)), Reefstream will not be obliged to recommence provision of the Service until the Customer does what it is obliged to do under and in accordance with the terms of this Agreement or satisfies Reefstream that the Service will not be used in a way that is in breach of this Agreement.

15.5 The Customer is still liable to pay the Charges applicable to any period of suspension of the Service (other than in respect of a suspension pursuant to clauses 15.1 (d) or (e)).

15.6 In the event the Service is suspended by Reefstream for reasons as set out in clause 15.1 © above, Reefstream reserves the right to charge the Customer an administration fee of £50 payable by the Customer within 14 days of the Service being suspended by Reefstream.

15.7 In the event the Service is recommenced, Reefstream reserves the right to charge a reconnection fee of £25 plus VAT per affected line.

16. Validity

If any provision of this Agreement becomes invalid or unenforceable the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

17. Disputes

17.1 If the Customer has a complaint or query regarding any aspect of the Service, the Customer should contact Reefstream's customer services or write to Reefstream at the address given in clause 22.

17.2 If Reefstream cannot resolve any dispute with the Customer after a 12 week period, either Party can refer the dispute to the Telecoms Ombudsman at www.otelo.org.uk or on 08450501614 or to OFCOM, the communications regulator at www.ofcom.org.uk or call OFCOM on 0845 456 3000 for resolution.

17.3 Nothing in this clause 17 will prevent either Party from:

- (a) Seeking injunctive relief in the case of any breach or threatened breach by the other Party;
- (b) Commencing any proceedings where this is reasonably necessary to avoid any loss of a claim due to the rules on limitation of actions; or
- (c) Commencing proceedings in the case of non-payment of the Charges.

18. Changing this Agreement

18.1 If the Customer asks Reefstream to make any change or changes to the Service Reefstream may ask the Customer to confirm its request in writing. If Reefstream agrees to a change, this Agreement will be changed when Reefstream confirms the change to the Customer in writing.

18.2 Reefstream can change the conditions of this Agreement including its Charges at any time. Reefstream will publish any change in its major offices and on the Website at least 2 weeks before it takes place. In respect of a Residential Customer, Reefstream will notify the Customer in writing at least 14 days before the changes takes place.

19. Assignment

19.1 Reefstream shall have the right to assign or otherwise delegate all or any of its rights and obligations under this Agreement to any Associated Company third party

19.2 The Customer cannot assign or try to assign this Agreement or any part of it to a third party without Reefstream's prior written consent.

20. Service Guarantee

20.1 Reefstream Guarantees:

- (a) to provide the Service by the date agreed with the Customer as described in clause 7.1;
- (b) to report a Fault in line to the Network Operator as soon as reasonably practicable;
- (c) not to disconnect the Service by mistake; and
- (d) to keep any appointment Reefstream makes with the Customer under this Agreement.

21. Codes of Practice

In response to directives of the Regulator (OFCOM) which require all providers of fixed-line voice telephony services to maintain and follow a sales and marketing, and dispute resolution codes of practice in relation to Customer service, Reefstream have produced a Sales and Marketing Code of Practice and a Complaint Handling and Dispute Resolution Code of Practice to protect the Customer's rights in this area and a full copy of this is available on the Website.

22. Notices

Any notice given under this Agreement must be delivered by hand, sent by email or sent by prepaid post as follows:

- (a) Reefstream Ltd, Durham Tees Valley Centre, Orde Wingate Way Stockton on Tees TS19 0GA or such other address as may be notified to the Customer; or
- (b) to the Customer at the address the Customer has asked Reefstream to send invoices to.

23. Entire Agreement Clause

23.1 This Agreement constitutes the entire agreement between Reefstream and the Customer and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the Services.

23.2 Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

24. Third Party Rights

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

25. Waiver

The failure or delay by either party to this Agreement 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, power or remedy on any later occasion.

26. Law and Jurisdiction

This Agreement or any term of this Agreement will be governed by English law and the English courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.