

**NOTE 1 - Service Termination / Service Migration  
& Order Cancellation Charges**

If you leave us or decided to cancel or amend an in-progress order.  
(We hope you never do, but these are the costs that may apply!)

Our wholesale suppliers impose certain cancelation and termination costs on us for some services and open orders. The list below specifies under what circumstance we will incur these charges. Please be aware that we will recover these charges from you.

**SOGEA FTTC, FTTP and GFAST broadband**

**labelling="Text">Cancelling your order for SOGEA FTTC, FTTP and GFAST Broadband once we have placed it on our wholesale suppliers ordering system.**

SOGEA FTTC, FTTP and GFAST Broadband: Early Order Cancellation up to the point of no return.	<b>£15.00 (or the supplier fee that applies at the date of cancellation)</b>	Please Note: The point of no return is Middyay on the day before the broadband service is due to go live. After that time, we cannot cancel the order and the service will go live as scheduled and all the below termination fees will apply plus 30 days rental charge.
SOGEA FTTC, FTTP and GFAST Broadband: Order Amendment after the point of no return.	<b>See notes to the right.</b>	Please Note: The point of no return is Middyay on the day before the broadband service is due to go live. Th chare will be the monthly rental due to the end of the minimum period plus any connection and disconnection fees for the relevant product.

**Terminating your SOGEA FTTC, FTTP and GFAST Broadband or migrating it to another supplier – FEES**

**NB: All broadband services require you to give us 30 days' notice.**

SOGEA FTTC, FTTP and GFAST broadband: Termination of Service less than 12 months from service start date	<b>£90.00 (or the supplier fee that applies at the date of cancellation)</b>	This fee applies regardless of whether the broadband service migrates to another supplier or ceases altogether. Our own wholesale supplier imposes this on us and we pass this on at cost.
SOGEA FTTC, FTTP and GFAST broadband: Termination of Service greater than 12 months from service start date	<b>£37.50 (or the supplier fee that applies at the date of cancellation)</b>	This fee applies regardless of whether the broadband service migrates to another supplier or ceases altogether. Our own wholesale supplier imposes this on us and we pass this on at cost.

**NOTE 2 - When we send an Openreach engineer out to your location to install a new circuit or investigate a fault. These are the charges that may apply**

**Missed Openreach Engineer appointment.**

**(either for a new installation or to investigate a fault) – I.E you are not at the location when the engineer arrives within the scheduled appointment period or they cannot gain entry to the location or they are sent away from the location by your onsite contact.**

**Openreach appointments are AM (8am – 1pm) and PM (1pm – 6pm)**

For AM appointments please be aware the engineer may very well be at your location at 8AM sharp if you are his/her first job of the day. Openreach engineers will not usually wait for you to arrive! We cannot book more precise appointments with Openreach. (We'd like to but it's just not cost effective with Openreach's current pricing to us). Engineers are supposed to take a photograph with their mobile from the outside of the premises when an appointment is missed to prove they turned up at the correct time and address.

However, this is not always the case.

**Missed Engineer Appointment - £99**

**(This sometimes can be more than the actual installation cost of a new service! Unfortunately, we have no control over Openreach's costs. This is regardless of if any fault found is within the BT network / equipment or not)**

**NOTE 3 - When we send an Openreach engineer out to your location to investigate a broadband specific fault. These are the charges that may apply**

**Superfast Visit Assure (SFA – Openreach’s name for a Broadband investigation)**

Openreach’s responsibility ends at the master phone socket for the line in question at your location. Extra extensions, phones, phone systems, routers, computer networks and any other equipment hung off the socket are not their responsibility, and they will not investigate faults in that equipment.

Where a specialist Openreach broadband engineer is sent out to investigate a broadband issue then if the fault is found not to be in BT’s network the following charges will apply: -

**Broadband investigation - £190**

**(If the fault is within the BT network /equipment, then there will be no charges.)**

**Openreach appointments are AM (8am – 1pm) and PM (1pm – 6pm)**

For AM appointments please be aware the engineer may very well be at your location at 8AM sharp if you are his/her first job of the day. Openreach engineers will not usually wait for you to

arrive! We cannot book more precise appointments with Openreach. (We’d like to, but it’s just not cost effective with Openreach’s current pricing to us). Engineers are supposed to photograph with their mobile the outside of the premises when an appointment is missed to prove they turned up at the correct time and address. However, this is not always the case.

**Missed appointments are charged at £99.00**

**(this is regardless of if any fault found is within the BT network / equipment or not)**

**NOTE 4 - Mobile network SIM cards  
provided by us to you:**

**Ceasing your mobile sim card or migrating your  
mobile sim card number to another provider.**

**Notice Period**

All Sim cards terminations or Migration codes requests require you to give us 30 days'  
notice.

**Remaining Contract Period**

If you are still within any contract period with us then you will need to pay the remainder  
of your contract period charges.

**Cease / Migration Charge**

If the sim card has been active with us for less than 24 months, then there will be a single  
cease / migration charge of **£35** (per applicable sim card) regardless of whether you  
require a PAC (migration code) or a cease. (This is what our wholesale supplier charges in  
these cases, and we pass on this charge at cost). This is in addition to any notice period or  
remaining contract period charge. Sim cards active over 24 months are free of a cease  
charge.

**NOTE 5 - Porting Numbers away from our VoIP Service / 3CX  
Phone System to another provider:**

If you terminate your VoIP Service / 3CX Phone System with us and wish to port any **additional** phone numbers we have supplied to you (assigned to you at the start of or during the term of your contract with us) then a fee may be applicable.

**If the number you wish to port belongs to the number range allocated by Ofcom to our own wholesale supplier (Simwood EMS Ltd) than an administration charge of £10.00 will be due for each such number that ports away from us to your new supplier.** We are charged this amount by our own supplier and pass this charge on to you at cost price to us.

To avoid any confusion or doubt this charge **does not apply** to any numbers you ported into our services, only to new numbers we have allocated to you directly and that have a range holder of Simwood ESMS Ltd.

## **NOTE 6 - 3CX and SIP Trunk Call Packages**

Where calls are included in your 3CX hosted extension costs: - for each extension charged for, you will receive 5000 inclusive minutes unless otherwise outlined on your initial order.

If you have purchased a SIP Trunk call package, then you will be allocated 5000 inclusive minutes per Sip channel allocated unless otherwise outlined on your initial order.

### **Inclusive Minutes can be used for calls to:**

1. standard UK landlines (starting 01, 02 or 03); and
2. 07 numbers allocated to UK mobile network operators that provide mobile services with substantial national coverage (this currently includes the five major operators O2, Orange and T-Mobile (together, Everything, Everywhere), Vodafone and 3, and providers such as Virgin Mobile, Tesco Mobile and BT Fusion), all provided that Black Sheep may exclude from your Inclusive Minutes allowance calls made to any number ranges which Black Sheep reasonably believes are being used for call forwarding services, onward calling services or numbers that pay a revenue share.

Inclusive minutes cannot be used for calls made in the UK to:

1. non-geographic numbers (starting 08, 05)
2. non-standard or, special' 07 numbers (including 07 numbers allocated to network operators in Jersey, Guernsey and the Isle of Man),
3. premium rate and directory enquiries numbers where special charges apply.

(Once you have used all your inclusive allowances, any calls made in the UK to numbers which would previously have been included will be charged at our standard rates of 1.0p per minute to landline and local rate numbers and 3.5p per minute to UK mobile numbers). Calls made which are not covered in your call package will be charged at our standard rates, a Tariff guide can be provide on request.

**NOTE 7 - Important Notes Regarding Transfers and Number Ports  
of any Existing Services**

If any of your services are still in contract or have a notice period that must be given with your current supplier, then transferring or porting them to us may result in you incurring termination and administration charges from that supplier.

Please ensure you do due diligence in ensuring that you have:

- (i) knowledge of your services current contract periods, notice requirements and any termination and administration charges or penalties,
- (ii) that you have made aware and given you current supplier the correct notice period on those services,
- (iii) that you are fully aware that you may incur charges from your current supplier if you are still within a contract or notice period when those services transfer or port away from them.

Black Sheep Business Communications Ltd will take NO responsibility for any charges that may result from you still being in contract or not having given notice to your current supplier when services are transferred or ported away from them to us.

**NOTE 8 - Specific Conditions on the Provision of VoIP (SIP based)**  
**Telephony Services**  
**(including but not limited to 3CX Hosted Phone Systems and services)**

**We will supply the services with reasonable skill and care.**

However, we do not guarantee:

- that the Services will be uninterrupted, secure or error-free; or
- that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

We do not provide a back-up of your Data or guarantee the integrity of your Data; however, we will use our reasonable endeavours to provide copies of Data for disaster recovery purposes.

We may have to suspend the Services for repair, maintenance or improvement. If so, we will restore them as quickly as is reasonably possible.

**By purchasing our Telephony Services (VoIP) you confirm that you understand that our services:**

- may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions, faults within our supplier's datacentre/s where our servers are located, faults on our suppliers SIP trunks and failures of your internet service provider (ISP) or broadband connection, and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable.

**Porting Numbers away from our VoIP platform to another provider:**

If you terminate your VoIP Services with us and wish to port any **additional** phone numbers we have supplied to you (assigned to you at the start of or during the term of your contract with us) then a fee may be applicable.

**If the number you wish to port belongs to the number range allocated by Ofcom to our own wholesale supplier (Simwood EMS Ltd) then an administration charge of £10.00 will be due for each such number that ports away from us to your new supplier. We are charged this amount by our own supplier and pass this charge on to you at cost price to us.**

To avoid any confusion or doubt this charge **does not apply** to any numbers you ported into our platform (unless they already had a range holder of Simwood ESMS Ltd) only to new numbers we have allocated to you directly that have a range holder of Simwood ESMS Ltd.





Company No: 5814504

## **Black Sheep Business Communications Limited Master Terms & Conditions Agreement**

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF Clause 11.**

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Between:

Black Sheep Business Communications Limited

5 Longworth Road, Horwich

Bolton

Lancashire

BL6 7BA

Hereafter referred to as "Black Sheep" of the one part;

and

The Customer / Client / End user of Black Sheep services

Hereafter referred to as "Customer" of the other part.

### **1. Definitions herein**

Unless context otherwise dictates, words in the singular include the plural and vice versa and words in one gender include any other opposite gender or otherwise redefined in attached addendums;

#### **1.1 The Act:**

The Telecommunications Act of 1984 and any statutory amendment or modification thereof.

#### **1.2 Services:**

The telecommunication and Internet services and or other provided by Black Sheep, as displayed in the latest Black Sheep literature, web site and or attached addendums.

#### **1.3 Company:**

Black Sheep

#### **1.4 Intellectual Property:**

Any patent, copyright, registered design, trademark or other industrial or intellectual property right subsisting in the Territory in respect of the service and applications for any of the foregoing;

1.5 Customer:

Deemed herein as the Black Sheep client supplied directly by Black Sheep alternatively defined an End User.

1.6 End Users

Deemed herein as the Black Sheep client supplied directly by Black Sheep alternatively defined a Customer.

1.7 Client

Deemed herein as the Black Sheep customer supplied directly by Black Sheep alternatively defined a Customer.

2. Services:

Black Sheep determines the internet, telecommunication products and any other services offered at any time to the Customer, at their sole discretion.

- (i) Except as provided in the related addendums these General Conditions apply to each and any provision of Services to the customer to the exclusion of all other conditions, agreements, understandings or arrangements not set out in the applicable Addendum.
- (ii) Services are provided on the terms contained within the associated addendums. When you enter into a service addendum agreement with Black Sheep in relation to the provision of that Service the terms of that Separate Contract shall take priority over these Conditions.
- (iii) Black Sheep reserve the right to subcontract its obligations and/or duties set out in this Agreement.
- (iv) The customer may not refer to Black Sheep in its sales or marketing activity or literature except with the prior written consent of Black Sheep and or attached to this agreement as an addendum, such permission may be withheld and reserve the right to give a reason;
- (v) Black Sheep may need to change or alter the configuration of the Service or Service Equipment provided under this Agreement in order to provide the Service to Customer. Black Sheep shall use reasonable efforts to give at least 14 days prior written notice to customer of any such change or alteration where possible.

3. Customer Charges:

You must pay for any set-up charges for services supplied by Black Sheep in relation to the services requested and supplied herein and or in turn serviced to you by email or post. These rates are part of this contract. After any initial payments have been made, thereafter, all payments are made strictly by the agreed method, facilitated and made available within an addendum herein, thereafter, on a monthly basis unless agreed in writing by a Director of Black Sheep to the contrary;

3.1 At any time during the term of this Agreement, Black Sheep may, upon giving the customer 30 day's prior notice in writing or by electronic or such expeditious means as Black Sheep may from time to time decide, vary its Charges.

3.2 Charges for a Service shall accrue from the date above or the date on which the Customer commenced use of the Service.

3.3 payments will be due within 10 days, after which, the amount will be deemed overdue and Black Sheep will be in a position to implement clause 3.4 herein

- 3.4 Interest shall be payable on all overdue invoices from the due date until actual payment in line with clause 3.10 contained herein.
- 3.5 All charges are, unless agreed otherwise, exclusive of value added tax and any other applicable sales tax or duty which shall be payable by Customer at the prevailing rate.
- 3.6 Black Sheep reserves the right to carry out a credit check prior or after the customer's acceptance of this agreement and request copies of two utility bills from the declared business address. Subsequent to any credit check Black Sheep reserves the right to request a deposit or 3rd party guarantee, to be specified at that time, from the Customer as a condition of providing or continuing Service. Any deposit shall be held by Black Sheep for a period of twelve (12) months (or until the Agreement is otherwise terminated) when it shall be returned in full or credited against an invoice at Black Sheep sole discretion. Any deposit does not relieve the customer of the responsibility for the prompt payment of invoices in accordance with relevant Clauses contained herein.
- 3.7 Black Sheep reserve the right if undue excess activity on the customers account is observed and or the customers capability to pay within the due period, to reduce the payment of invoices to weekly or a security deposit taken to the amount deemed necessary to cover, for a period of no more than 6 months or less if predetermined by Black Sheep in writing.
- 3.8 Payment Methods available are defined on the initial order and Black Sheep reserve the right to dictate the method of payment when it deems necessary.
- 3.9 If the customer pays any Charges due to us: (i) by cheque, BACS or direct debit and the Customer's approved financial institution refuses to make payment; or (ii) in a currency other than pounds sterling; we will charge the Customer for any bank charges, approved financial institution fees and/or extra administration costs (which may include third party charges) that we incur as a result.
- 3.10 If the Customer does not meet the due payment by due date, Black Sheep reserve the right to: (i) suspend or terminate the customer access to the Services; and/or (ii) charge the Customer interest on the overdue amount(s) at the rate of 4% per annum above the base lending rate. Interest is calculated and accrues daily: and/or (iii) charge an administration fee to cover late payment costs.
- 3.11 If Customer disputes any invoice, the Customer must notify us in writing of the dispute and providing us with sufficient detail to investigate the matter and determine whether the Customer's dispute is genuine and reasonable, prior to the due date for the invoice (ref clause 3.3). If we determine (at our sole discretion): (a) that the Customer's dispute is not genuine or reasonable, the Customer must pay the invoice in full, plus any interest charged on the full invoiced sum in accordance with clause 3.10 above; or (b) that the customers dispute is genuine and reasonable, the Customer must pay the undisputed part of the invoice and we will both use all reasonable endeavours to resolve the dispute as quickly as possible. If any such dispute is resolved: (i) such that the Customer still owes Black Sheep amount due, the Customer must pay all sums owed to us within 7 calendar days of resolution of the dispute,

Black Sheep reserve the right to charge interest in accordance with clause 3.10 above from the date payment of the disputed invoice was due; or (ii) such that we owe the Customer money, we will (at our sole discretion) repay or credit on the next invoice sent to the Customer following resolution of the dispute any amount overpaid by the Customer. Each Party will responsible for their own costs.

- 3.12 Black Sheep reserves the right to increase the Fees for Services in respect of which it has entered into a Contract with you upon 14 days prior written notice to you.

#### 4. Trade Marks:

Nothing in this Agreement shall be construed to grant to you any license or any other proprietary or contractual right or interest in Black Sheep. Black Sheep shall retain all right, title and interest (including copyright and other proprietary and intellectual property rights) within the website and or advertising literature, including all legally protected elements and derivative works thereto.

- 4.1 Unless otherwise specified in writing by Black Sheep we are the owner or licensee of all intellectual property rights within the Black Sheep Website along with all subsidiaries and associated companies to Black Sheep Business Communications Limited, and in the material published within it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 Unless otherwise specified, the authors of the literary and artistic works in the materials contained in the web sites/panels determined in clause 4.1 have asserted their moral right pursuant to Section 77 of the Copyright Designs and Patents Act 1988 to be identified as the author of those works.

#### 5. Waiver:

If at any time we do not require the Customer to comply with any provision of this Agreement, this will not prevent us from doing so in relation to that or any other provision of this Agreement in the future.

#### 6. Customer Representations:

You hereby represent and warrant to Black Sheep that:-

- (i) If an individual, you are at least 18 years of age
- (ii) You have full power and authority to execute and deliver this Agreement and Addendums and to perform its obligations hereunder
- (iii) This Agreement constitutes your legal, valid and binding obligations; and
- (iv) All information that you have provided, and may from time to time provides, to Black Sheep are, unless you deliver written notice to Black Sheep to the contrary and shall continue to be, true and complete. Any falsifying of information within this agreement will be your sole responsibility under law.

#### 7. Indemnification:

You hereby agree to defend, indemnify and hold Black Sheep harmless from and against any suit or proceedings brought against Black Sheep that arises from any illegal activity by you, breach or any associated person of your obligations, representations or covenants contained within this Agreement.

#### 8. Faults:

Black Sheep will make every effort to provide you with the best possible service; we cannot guarantee that the service will never be at fault. Black Sheep will make every effort to correct all reported faults as soon as we reasonably can, affording any notice period where possible and complying with the clauses contained herein.

9. Operational contingencies:

Black Sheep may need to temporarily suspend a service for operational reasons (e.g., for repairs, planned maintenance or upgrades), Black Sheep will give you as much notice as deemed possible but not obligated to do so. Black Sheep will make every attempt to restore the service as soon as possible after any suspension or outage. Black Sheep reserve the right to alter code or access numbers, or technical specification associated with the service deemed necessary for operational reasons. The technical specification will only be changed where this will not materially affect the performance of the service.

10. Code of Practice

Black Sheep will do its utmost to support and assist the Customer and or signatory of said agreement, in every way possible to the best of our endeavours, to conform to our code of practice found on our web site [www.blacksheepzone.com](http://www.blacksheepzone.com).

11. Limitation of Liability:

Under no circumstances shall Black Sheep be liable to you for any damages, including without limitation any damages for lost profits or business, loss of goodwill, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential or special damages, regardless of whether such claim arises under any theory of tort, advice, contract, strict liability or otherwise and regardless of whether Black Sheep is advised of the possibility of any such damages.

12. No Assignment:

You may not assign (by operation of law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the written consent of Black Sheep.

13. Addendums:

Any addendums attached to this agreement in relation to updates, amendments, specialised and or extra services provided by Black Sheep are part of and obligated by the terms within this agreement.

14. Third Party Rights

A person who is not a party to this Agreement has no right under the Agreements (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 under that Act.

15. Terms and Conditions:

This agreement is in conjunction with the Terms and conditions available on the Black Sheep website respective to the services provided and it is the responsibility of the customer to read and accept the conditions described therein by signing this agreement, the signatories are confirming so.

16. Governing Law:

This Agreement shall be governed by and construed under the laws of England only.

17. Notices:

Any notice to be served by Black Sheep on the Customer shall be deemed to have been duly served if sent by e-mail or first-class post to the Customer at his last known address. Any notice served by first class post shall be deemed to have been served three days after posting and any notice served by e-mail shall be deemed served 48 hours after sending. Any notice to be served on Black Sheep should be served by sending said notice by post to the Company's registered address. Any notice served shall only be deemed served once the Customer has received an acknowledgement from Black Sheep of receipt. Proof of acknowledgement of receipt of such notice by Black Sheep will only be deemed valid if produced in writing.

18 . Enforceability:

If one or more provisions of this Agreement and or its attached addendums are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its own terms.

19. Force Majeure:

Neither party shall be liable to the other for any default under this Agreement where such default was caused by any unforeseen event beyond the reasonable control of the defaulting party. Such events include, by way of example only: the result of any Act of God; war, insurrection or civil disorder; failure or shortage of power supplies; national or local emergency; acts or omissions of government; industrial disputes of any kind; the acts or omissions of other companies.

20. Termination:

Either the Customer or Black Sheep may terminate this Agreement at any time, by giving 30 days' notice thereof (via electronic mail or other means) to the other party, and;

- 20.1 Without prejudice to any other rights Black Sheep may terminate the Agreement immediately and or suspend all or part of the services until further notice, if the Customer, at Black Sheep's sole discretion, damages Black Sheep's reputation or relationship with existing or potential future customers, or brings the company name into disrepute.
- 20.2 Without prejudice to any other rights the Customer may terminate the Agreement by giving the aforementioned notice period if Black Sheep are unable to supply the services associated with this agreement and its addendums and promoted through the Black Sheep website.
- 20.3 Without prejudice to any other rights Black Sheep may terminate the Agreement immediately after non-payment of invoices and or no communication after a period of 30 days. Black Sheep reserves the right to block access to the customer's services. The Customer will be liable to all invoices incurred up to the agreed date of termination of this agreement.
- 20.4 Black Sheep becomes aware that Customer is using or is likely to use the Services in any way which may be interpreted as illegal, immoral or otherwise disreputable, or likely to expose Black Sheep to un-acceptable risks legally or otherwise, Black Sheep reserve the right to suspend or terminate with immediate effect with no prior notice.
- 20.5 Any termination shall not relieve the customer of its obligation to pay any charges incurred hereunder. The Parties' rights and obligations which by their nature would extend beyond the

termination, or expiration of this Agreement shall survive such termination, or expiration for the avoidance of doubt, termination of a Service does not affect the provision of any other Service provided pursuant to this Agreement.

21. Dispute Resolution:

Black Sheep will make every effort resolve any dispute quickly and satisfactorily. If the dispute outcome is not to the satisfaction of the Customer, the customer has right to seek arbitration for the dispute to be resolved with the Ombudsmen ([www.commsombudsman.org](http://www.commsombudsman.org)). Details of our complaint and dispute resolution procedures are set out in our Code of Practice.

22. Entire Agreement:

This Agreement together with its Schedule and attached addendums constitutes the entire Agreement between the parties on the subject matter hereof and shall supersede all prior written or verbal agreements and understandings between the parties. In the case of all services offered or supplied, where the additional or replacement terms are required in this agreement shall also be regarded as part of our agreement and where applicable to individual services, refer to the specialised attached addendums hereto.

