

Terms and Conditions – Broadband Services

UK Telecom's policy is to deliver a first class service to its Broadband customers, and the service standards, general information and terms and conditions below describe the obligations UK Telecom has to its customers and those our customers have to us.

To Have Access to our Service:

You will need to have an independent France Telecom analogue line (the typical line installed for domestic use).

You will also need a touchtone phone.

You must use the router / modem we supply.

Your computer must be compatible with the service so your PC operating system must be one of the following:

Windows 98 SE
Millennium, either XP or
Windows 2000

Your computer must have at least 128M of active memory

Preferably your computer will have an Ethernet port, but if not it must have an active USB port and a wifi adaptor key or integrated wifi facility.

Please note that if you do not have these facilities you may not have the quality of service our Broadband product is capable of delivering to you and we may not be able to provide the usual level of technical support.

The Scope of Our Broadband Service

Description

We provide a high speed ADSL internet service and a second phone line running over the ADSL service. This will have a different number than your analogue line and will not interfere with the operation of that line. The internet telephone line is capable of accepting incoming phone calls through your router / modem, voicemail and other services available.

Activation

The availability of an ADSL service and its speed is dependant on technical issues associated with your individual France Telecom line. There are some areas where the service is not available and others where the actual speed will be slower. Please note that we are not able to take any action on your behalf if France Telecom do not provide the facility or refuse to unbundled the line to enable us to carry out the activation.

Unbundling or Dégroupage

If your telephone line is in an area where we can provide a Broadband service UK Telecom will seek to have your line partially 'unbundled'. We need your authority to undertake this function and we provide a suitable mandate that we can then use to request France Telecom to take the necessary action. If you are not the person who is known to France Telecom as the person responsible for the line you will remain responsible to the person in whose name the line is and guarantee UK Telecom against any claims made by the line holder.

If the line is not does not fall into a zone capable of unbundling UK Telecom reserves the right to apply a partially unbundled service when this service becomes available. You will be advised that this technical solution replaces any previous ADSL service, but you remain responsible for

formally canceling any previous service with your previous provider. *(Remember to check the Terms & Conditions of your previous provider on how notice must be given – many insist that this is by recorded delivery.)*

Telephone Calls Made Over Your ADSL Line

You can connect up to 2 telephones directly to the router / modem we supply. These need to be of the touchtone type and calls made with them will be carried over the internet (except all emergency numbers, 0800 and non geographic numbers, which are always carried by France Telecom who will make a charge).

This service is independent from your existing telephone services and you can continue to make calls in the usual way if you have ADSL filters connected to all wall sockets. It is a requirement of our service that ADSL subscribers are also subscribers to our CPS service.

Any calls made over the ADSL line will attract charges and these will depend on the type of call package you have chosen. Please refer to the separate section on the call plans available.

Your Modem

We provide a high quality wireless router / modem (wifi) that is dispatched with this service disabled. If you wish to use the wifi facility please refer to the user instructions. This device enables you to have access to the Internet. The router / modem and accessories remain the property of UK Telecom and must be returned in good working order by registered mail within 30 days of the end of the contract. In the event that it is not charges will be incurred.

Full instructions are sent with the equipment and if lost copies can be obtained directly by email. The modem requires a standard power supply and must remain connected and plugged in at all times. It should be noted that in the event of a power cut or the equipment being disconnected calls cannot be made or received over your ADSL line. In such circumstances outgoing calls will transit over the standard CPS service. The charges that are applied are in accordance with our published rates. This will result in the loss of any benefits available over the ADSL line.

You are responsible for the installation of the router / modem. UK Telecom reserves the right to upgrade your modem to improve performance and reliability. This may be done remotely and this may require your assistance to remain connected to the service.

The France Telecom Line

You must maintain your France Telecom line subscription for our ADSL service to work. Please note that if you move, change your number, or move and retain your same number the ADSL service will cease and it is important that you contact UK Telecom with at least 30 days notice to enable us to transfer your service without interruption. Please note that we cannot guarantee continuous services as France Telecom will have to undertake engineering work as well as we cannot control their engineer allocation. Depending on the engineering work FT have made which will result in your service being knocked off the line you may as result incur charges from us. Please also note that if there are problems with your France Telecom Line that this will affect the connectivity to your service. You are responsible for contacting France Telecom and for any charges which they may make to repair your line.

Service Accessibility

Once your service has been correctly installed it is designed to remain active every hour of every day, every day of the week. UK Telecom is not responsible for any malfunctions resulting from events outside of its control. However we provide customer support in normal office hours and will take all reasonable steps to ensure resumption of your service where we can.

Reliability of the Service

Like any technical service, development and maintenance work has to be undertaken from time to time. You can expect to have access to the service for 97% of the time. In the unlikely event that disruption in any one month is above 3% UK Telecom will at your request credit you on a pro rata basis for the loss of service in excess of 3%.

General Terms and conditions for UK Telecom's Broadband services

Improper Use of The Service

In the event of late payment or abnormally high usage UK Telecom reserves the right to restrict or suspend the service. This will not be done without first informing you – usually by email. In the event of fraudulent use or use in contravention of French laws and regulations we reserve the right to terminate the service.

Continuity and Cancellation of the Contract

Your contract and the services associated with it will remain in effect for an unlimited period from the date we activate it.

You may cancel your contract at any time by writing to us by registered letter, providing us with 30 days notice. For the cancellation to be accepted you must return the router / modem and all the accessories within 30 days from the end of the contract. If your contract has not been in existence for very long a cancellation fee may apply.

UK Telecom reserves the right to cancel the contract for any reason, giving you 30 days notice of our intention, usually by email. In the case of non-payment of our invoice we reserve the right to cancel our service without notice.

RENEWAL

Except as otherwise provided in this Agreement, you agree that, during the term of this Agreement, we may: (1) revise the terms and conditions of this Agreement; and/or (2) change the Services provided under this Agreement, in whole or in part, at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the Service(s) on our Web site, or upon transmission to you at the e-mail address or postal address provided by you, or such other email address as you may provide in connection with any Service purchased from Us; provided, however, that terms and conditions for new services shall be effective immediately upon posting on our Web site and will be applicable to you when you order such new Service(s). Your continued use of any Service(s) purchased through us shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by Us, each with the new modifications. You acknowledge and agree that such cancellation or request for transfer will be your exclusive remedy and our sole liability if you do not wish to

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abide by any changes to this Agreement or any additional rules or policies that are or may be published by us from time to time.

ASSIGNMENT

We may assign or otherwise transfer this Agreement at any time. Client may not assign or otherwise transfer this

Agreement or any part of it without our written consent.

If You Move

If you are relocating to another address and wish to continue to receive this service UK Telecom will transfer your service, providing always that your new address is within a zone that allows us to do so. This may incur a charge, as published in our scale of charges. It is not possible to guarantee the retention of your ADSL telephone number but UK Telecom will use its best endeavors to do so.

Using the Service

It is generally appreciated that information available on the internet is not subject to protection and safeguards. You will have the responsibility to take the necessary precautions to protect your transmissions and computer data. It is not possible for UK Telecom to accept responsibility in the event that unauthorized persons or organisations obtain access to transmissions or data. Neither can UK Telecom accept responsibility resulting from the acts of third parties using such information.

This is particularly important if you use the wifi service available through your router / modem. You can reduce your risk by configuring your router / modem to incorporate WEP or MAC codes. This is described in the installation guide we supply.

Compliance with the Relevant Laws & Regulations

You are and will remain responsible for observing the requirements of all relevant laws and regulations. These typically include the respect of intellectual rights, sending of unsolicited emails, the protection of minors, acts that are prohibited in respect of various minorities etc. This is not intended to be a comprehensive list, but indicative of the type of requirements placed on individuals and users.

Charges & Payment Details

The current price list is published on UK Telecom's web site: www.uktelecom.uk.net, and the rates applying at the date this document was produced are set out below.

In order to keep costs to our customers as low as possible UK Telecom sends bills to them monthly by email and collects payment by UK Direct Debit or a French bank Prelevement. The invoices can be supplied in either English or French. The payment is collected approximately 2 weeks after the bill has been sent, enabling it to be scrutinized prior to payment. CPS services are invoiced in arrears and internet services are charged in advance. Charging for your Broadband will start from the moment the service is connected on your line.

It is a requirement of the contract that you keep us advised of any changes in your banking arrangements so that your account can be kept in good order. Charges apply for rejected Direct Debits and Prelevements.

Our Responsibility

It is our responsibility to ensure that the modem is delivered and that Broadband service is active on your line and that we supply sufficient information to ensure that a serviceable PC can

connect to the Modem. In the event that the connection fails due to problems with the your equipment we will provide a maximum of 30mins technical support. In the even that this is insufficient to overcome the problems with your equipment you will be responsible for the repairs.

If your modem does not connect we are able to provide a live diagnostic test on your modem to identify if the problem lies with our service or with your France Telecom line or Computer software.

Your responsibility

It is your responsibility to ensure you will be at your address at the time you have placed the order for the modem as this is delivered using La Poste. In the event we have advised you that there is a problem with your France Telecom line or the service has been lost due to engineering work by France Telecom it is your responsibility to contact France Telecom to repair the line. Once this has been completed we will be able to place a new order on the line.

You are also required to ensure that your Computer is free of Viruses or any other previous Broadband software.

TARIFFS

UK Telecom ADSL Price List Effective March 2007 (includes VAT)	
ADSL Subscription ('degroupeage partiel')	€29.00/month
ADSL Subscription ('degroupeage partiel' remote location)	€29.50/month
Rental of Router / Modem	Free
Additional Line (ADSL)	Free
Additional Telephone Number	Free
Unlimited Local & National Calls in France	€4.99/month
Unlimited Calls to France and Anglo Countries	€9.99/month
Activation Fee	€25.00
Non Return of Modem at end of contract	€145.00
Service Cancellation – 1 st Year	€50.00
Service Cancellation – 2 nd Year	€35.00
Reactivation after line cut	€45.00
Reactivation after suspension	€25.00
Transfer of subscription to another line	€45.00
Rejection of direct debit/prelevement	€10.00

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